



Donald P. Wagner  
Mayor

Lynn Schott  
Mayor Pro Tempore

Melissa Fox  
Councilmember

Jeffrey Lalloway  
Councilmember

Christina Shea  
Councilmember

# AGENDA

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

June 13, 2017

4:00 PM

City 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

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**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.

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### CALL TO ORDER

### ROLL CALL

Scan this QR code for an electronic copy of the  
City Council and Great Park Board  
Agendas and staff reports.



**1. CLOSED SESSION**

- 1.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
***Pursuant to Government Code Section 54956.9, subdivision (d)(1): one case – Irvine Community News and Views v. City of Irvine, United States District Court Case No. 16-cv-00208 AG***

**RECONVENE TO THE CITY COUNCIL MEETING**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**2. PRESENTATIONS**

- 2.1 Proclaim June 19-25, 2017 as “Amateur Radio Week.”**

**CITY MANAGER'S REPORT**

**ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS**

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

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**ADDITIONS AND DELETIONS**

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

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**3. CONSENT CALENDAR**

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

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**3.1 MINUTES**

**ACTION:**

Approve the minutes of a regular meeting of the City Council held on May 23, 2017.



**3.2 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

**3.3 TREASURER'S REPORT FOR THE QUARTER ENDED MARCH 31, 2017**

**ACTION:**

Receive and file the Treasurer's Report for the quarter ended March 31, 2017.

**3.4 APPROVAL OF THE 2017 ANNUAL UPDATE TO THE CONSULTANT TEAM**

**ACTION:**

Approve the City's 2017 annual update to the Consultant Team for professional consultant services for a two-year period from July 1, 2017 through June 30, 2019, as set forth in the Consultant Team Recommendations List; and authorize department directors to execute master contracts with the recommended Consultant Team firms.

**3.5 ORANGE COUNTY CITIES ENERGY LEADER PARTNERSHIP**

**ACTION:**

Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, DECLARING SUPPORT FOR AN ENERGY PARTNERSHIP, THE ORANGE COUNTY CITIES ENERGY LEADER PARTNERSHIP, BETWEEN SOUTHERN CALIFORNIA EDISON COMPANY AND SOUTHERN CALIFORNIA GAS COMPANY TO BE KNOWN AS "ENERGY PARTNERSHIP"

**3.6 SBA STEEL II, LLC COMMUNICATIONS SITE LEASE AMENDMENT**

**ACTION:**

- 1) Approve an Amendment to Communications Site Lease Agreement with SBA Steel II, LLC substantially in the form as attached to the staff report and authorize the City Manager or his designee to execute the Amendment to Communications Site Lease Agreement and all implementing documents.

- 2) Approve an Antenna Site Agreement, a sublease agreement, between SBA Steel II, LLC and Verizon Wireless substantially in the form as attached to the staff report and authorize the City Manager or his designee to execute the Antenna Site Agreement and all implementing documents.

**3.7 ORANGE COUNTY HOMELESS SHELTER PROPOSAL ON 100 ACRE PARCEL**

**ACTION:**

Receive and file an update on the County of Orange homeless shelter proposal located adjacent to the Orange County Great Park.

**3.8 PARKS MASTER PLAN**

**ACTION:**

Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING A CITY-INITIATED PARKS MASTER PLAN

**3.9 NOTICE OF FINAL APPROVAL FOR A TRACT MAP IN GREAT PARK NEIGHBORHOODS (HERITAGE FIELDS EL TORO, LLC)**

**ACTION:**

Receive and file.

**3.10 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS**

**ACTION:**

- 1) Approve Councilmember Lalloway's requests for Community Partnership Fund Grant nominations to the following organizations in support of program costs:
  - a) Friends of Harbors, Beaches and Parks - Crime Victim's Monument (\$2,500)
  - b) Illumination Foundation (\$1,000)
  - c) Myford Elementary Parent Teacher Organization (\$1,000)
  - d) Orchard Hills School Parent Teacher Organization (\$1,000)
  - e) Temple Beth Sholom (\$1,000)
- 2) Approve Councilmember Shea's request for Community Partnership Fund Grant nomination to Orange County Veterans Memorial Park Foundation in the amount of \$650 in support of the endowment for operations and maintenance funding and to provide support to veterans and families.
- 3) Authorize the City Manager to prepare and sign the funding agreements listed in Actions 1-2.

## **CONVENE TO THE SPECIAL JOINT MEETING**

### **4. CITY COUNCIL / BOARD BUSINESS**

#### **4.1 CITY OF IRVINE FISCAL YEAR 2017-18 BUDGET**

##### **ACTION:**

- 1) Adopt the Fiscal Year 2017-18 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 2017-18
- 3) Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2017-18
- 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 2017-18 FISCAL YEAR, AND SUPERSEDING RESOLUTION NO. 16-52, 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. 16-53, 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 2017-18.
- 7) Receive and file the 2017-2022 Strategic Technology Plan.
- 8) Acting as the Orange County Great Park Board, recommend the City Council approve the Fiscal Year 2017-18 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 2017-18 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 CONSIDERATION OF COUNCILMEMBER SHEA'S REQUEST FOR AN UPDATE ON USA WATER POLO NEGOTIATIONS**

**ACTION:**

Receive and file the update on USA Water Polo negotiations.

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

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

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## **ADJOURNMENT - CITY COUNCIL**

### **NOTICE TO THE PUBLIC**

#### **LIVE BROADCASTING AND REBROADCASTING**

Regular City Council meetings are broadcast live every 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of the month at 4 p.m. and are replayed on Tuesdays at 4 p.m. (in weeks in which there is not a live City Council meeting), Sundays at 11 a.m., Wednesdays at 7 p.m., and Thursdays at 10 a.m. until the next City Council meeting. Regular Orange County Great Park Board meetings are broadcast live every 4<sup>th</sup> 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](http://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](http://cityofirvine.org) beginning the Friday prior to the scheduled City Council meeting on Tuesday.

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

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

### **SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA**

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

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

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

#### Media Types and Guidelines

1. Written Materials/Handouts:

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

2. Large Displays/Maps/Renderings:

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

3. Electronic Documents/Audio-Visuals:

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

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

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

### **CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS**

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

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

**CHALLENGING CITY DECISIONS**

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

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

**COMMUNICATION AND ELECTRONIC DEVICES**

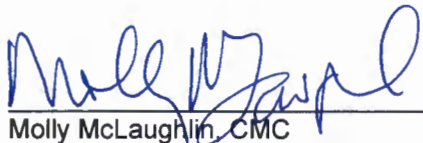
To minimize distractions, please be sure all personal communication and electronic devices are turned off or on silent mode.

**MEETING SCHEDULE**

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

- City Clerk's Office
- Police Department
- 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](http://www.ci.irvine.ca.us)
- Orange County Great Park's web page at [www.ocgp.org](http://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 June 8, 2017 by 5:00 p.m. as well as on the City's web page.



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

**CLOSED SESSION**

**1.1**

# PRESENTATIONS

2.1

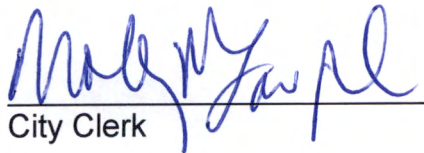




## REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JUNE 13, 2017

TITLE: PRESENTATIONS

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

RECOMMENDED ACTION:

Proclaim June 19-25, 2017 as "Amateur Radio Week."

 CITY OF IRVINE 

# *Proclamation*

## AMATEUR RADIO WEEK JUNE 19-25, 2017

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 24, 2017.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY PROCLAIM the week of JUNE 19-25, 2017 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 13, 2017



3.1



## REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JUNE 13, 2017

TITLE: MINUTES

  
City Clerk

### RECOMMENDED ACTION:

Approve the minutes of a regular meeting of the Irvine City Council held on May 23, 2017.



# MINUTES

## CITY COUNCIL REGULAR MEETING

**May 23, 2017**  
**City Council Chamber**  
One Civic Center Plaza  
Irvine, CA 92606

### CALL TO ORDER

The regular meeting of the Irvine City Council was called to order at 4:50 p.m. on May 23, 2017 in the City Council Chamber, Irvine Civic Center, One Civic Center Plaza, Irvine, California; Mayor Wagner presiding.

### ROLL CALL

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

### 1. CLOSED SESSION

City Attorney Melching announced the following Closed Session items:

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

***Management Association (IPMA); Management and Non-Represented Employees; Confidential Employees; and Part-Time Employees***

**1.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code Section 54956.9, subdivision (d)(1): one case – Irvine Community News and Views v. City of Irvine, United States District Court Case No. 16-cv-00208 AG**

**RECESS**

Mayor Wagner convened the City Council meeting to Closed Session at 4:52 p.m.

**RECONVENE TO THE CITY COUNCIL MEETING**

Mayor Wagner reconvened the regular City Council meeting at 6 p.m. City Attorney Melching, on behalf of the City Council, announced that no reportable action was taken in Closed Session.

**PLEDGE OF ALLEGIANCE**

Mayor Wagner led the Pledge of Allegiance.

**INVOCATION**

Mayor Wagner invited Pastor Kyle Zimmerman from Mariners Church in Irvine to provide the invocation.

**2. PRESENTATIONS**

**2.1 Recognition of Joshua Wong**

Councilmember Shea recognized 12-year-old Irvine Pony Baseball Player Joshua Wong, who passed away in September; and Mayor Wagner presented a Commendation to the Wong family in his memory.

**2.2 OC Human Relations Council Annual Report**

Mayor Wagner introduced Dr. Gurpreet Ahuja, representing Orange County Human Relations, who presented the annual report and a review of activities in the City of Irvine over this past year.

## CITY MANAGER'S REPORT

City Manager Joyce expressed his appreciation to Veronica Dolleschel, Senior Management Analyst, for her assistance in coordinating the logistics related to the recent visit by Governor Jerry Brown; and Joel Belding, Principal Planner, for his assistance in gathering information related to the County's proposed temporary homeless shelter adjacent to the Orange County Great Park.

## ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Mayor Pro Tempore Schott made the following announcements:

- On Monday, May 22, Mayor Wagner and Mayor Pro Tempore Schott attended the Air Force Band of the Golden West concert at the Irvine Barclay Theater. Also in attendance were members of the 2/11 Marine Adoption Committee, Northwood Gratitude and Honor Memorial Committee, the American Legion Post 838, and other members of the Irvine military.
- On Memorial Day weekend, the Irvine Animal Care Center will be offering waived adoption fees for all veterans, which was made possible by the Animals for Armed Forces Foundation. For information, visit [cityofirvine.org/animals](http://cityofirvine.org/animals).

Mayor Wagner also expressed his appreciation to Veronica Dolleschel, Senior Management Analyst, for her assistance in coordinating the logistics related to the recent visit by Governor Jerry Brown; and made the following announcements:

- The City of Irvine is hosting two Memorial Day events. The first is a candle lighting ceremony on Sunday, May 28 at 4 p.m. at the Northwood Gratitude and Honor Memorial, which includes a dedication ceremony for the expansion of the memorial site and presentations by Gold Star families. The second event is the City's annual Memorial Day Ceremony on Monday, May 29 at 10 a.m. at Colonel Bill Barber Marine Corps Memorial Park. Cards will be available for well-wishers to send a message of appreciation to Irvine's adopted 2/11 Marine Battalion. For information, visit [cityofirvine.org/specialevents](http://cityofirvine.org/specialevents).
- The 23<sup>rd</sup> annual Studio Arts Festival will be held at the Irvine Fine Arts Center on Saturday, June 3 from 9 a.m. to 5 p.m. More than 100 artists will display and sell a variety of original art, including ceramic, sculpture, jewelry, painting, photography, fiber, and glass. Admission and parking are free. For information, call 949-724-6880 or visit [irvinefinearts.org](http://irvinefinearts.org).



- The “El Toro Flying Bull,” along with more than 1,000 insignias designed by Walt Disney Productions during World War II for American and Allied military units, will be featured in a new exhibition at the Great Park Gallery opening June 3. “Walt and the Flying Bull” will detail a brief history of Disney Insignia Art and feature original artwork inspired by World War II, which was created by contemporary artists working for Walt Disney Productions, Marvel Entertainment, and Pixar Animation Studios. The exhibition runs through August 13, with a reception to be held on Sunday, June 4 from 1 to 3 p.m. For information, visit [ocgp.org](http://ocgp.org).
- The Irvine Animal Care Center’s annual “Super Pet Adoption” will be held on Sunday, June 4 from 10 a.m. to 4 p.m. More than 40 pet rescue groups and animal shelters will bring about 600 homeless dogs, cats, rabbits, and small animals for adoption. Suggested donation for the event is \$2 per person, or \$5 per family. Parking is free. For information, call 949-724-7740 or visit [cityofirvine.org/animals](http://cityofirvine.org/animals).

### **ADDITIONS AND DELETIONS**

City Manager Joyce noted the removal of Item No. 3.6 (Modifications to Great Park Conceptual Design and Space Planning) to a date to be determined based on action taken by the City Council in its capacity as the Orange County Great Park Board earlier in the day.

### **3. CONSENT CALENDAR**

**ACTION:** Moved by Councilmember Lalloway, seconded by Councilmember Shea, and unanimously carried to approve Consent Calendar Item Nos. 3.1 through 3.8, with the exception of Item No. 3.4, which was removed for separate discussion, and Item No. 3.6, which was removed from the agenda.

#### **3.1 MINUTES**

**ACTION:**

Approved the minutes of a regular meeting of the City Council held on May 9, 2017.

#### **3.2 PROCLAMATIONS/COMMENDATIONS**

**ACTION:**

- 1) Proclaimed May 2017 as "Mental Health Awareness Month."
- 2) Proclaimed May 2017 as "National Bike Month."
- 3) Proclaimed May 2017 as "National Foster Care Month."
- 4) Proclaimed May 29 - September 4, 2017 as "Drowning Prevention Awareness Water Safety Summer."



- 5) Proclaimed June 4, 2017 as "Women's Alzheimer's Movement's Move for Minds Day."
- 6) Proclaimed June 2017 as "Men's Health Month."
- 7) Commended Working Wardrobes on its 5th Anniversary of VetNet.

### **3.3 WARRANT AND WIRE TRANSFER RESOLUTION**

**ACTION:**

Adopted RESOLUTION NO. 17-34 - 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 FINAL REPORTS FOR ASSESSMENT DISTRICT NOS. 87-8, 94-13, AND 11-24, AND DECLARATION OF SURPLUS IN ASSESSMENT DISTRICT NOS. 94-13 AND 11-24**

This item was removed for separate discussion at the request of Councilmember Fox, who reiterated that approval of this item would result in refunds to homeowners in Oak Creek and Cypress Village.

There was no City Council discussion.

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

- 1) Receive and file the Final Reports for Assessment District Nos. 87-8 (Spectrum 5), 94-13 (Oak Creek), and 11-24 (Cypress Village).
- 2) Adopt RESOLUTION NO. 17-35 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, DECLARING A SURPLUS IN THE IMPROVEMENT FUND FOR THE CITY OF IRVINE ASSESSMENT DISTRICT NO. 94-13 (OAK CREEK)
- 3) Adopt RESOLUTION NO. 17-36 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, DECLARING A SURPLUS IN THE IMPROVEMENT FUND FOR THE CITY OF IRVINE ASSESSMENT DISTRICT NO. 11-24 (CYPRESS VILLAGE)

**3.5 OPPOSITION TO SENATE BILL 302 (MENDOZA) AMENDING SECTION 6503.1 OF THE GOVERNMENT CODE RELATING TO FUNDING OF JOINT POWERS AGENCIES FOR FIRE PROTECTION SERVICES**

**ACTION:**

- 1) Opposed SB 302 (Mendoza) as amended May 4, 2017, which proposes to amend Government Code Section 6503.1 relating to funding for Joint Powers Agencies for fire protection services.
- 2) Authorized the Mayor to sign letter(s) of opposition, and authorized the City Manager to direct staff and the City's legislative advocate to convey the City's opposition, and take other steps consistent therewith, as appropriate.

**3.6 MODIFICATIONS TO GREAT PARK CONCEPTUAL DESIGN AND SPACE PLANNING**

This item was removed from the agenda at the request of City Manager Joyce, who noted the continuance of the item to a date to be determined. See Additions and Deletions.

**3.7 NOTICE OF REVIEW FOR A TRACT MAP IN GREAT PARK NEIGHBORHOODS (HERITAGE FIELDS EL TORO, LLC)**

**ACTION:**

Received and filed.

**3.8 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS**

**ACTION:**

- 1) Approved Mayor Pro Tempore Schott's request for Community Partnership Fund Grant nomination to Irvine 2/11 Marine Adoption Committee in the amount of \$1,000 in support of its "10 days, 10 years, \$10,000" fundraising campaign. **(Contract No. 9780)**
- 2) Approved Councilmember Fox's requests for Community Partnership Fund Grant nominations to the following organizations in support of program costs:
  - a) Irvine 2/11 Marine Adoption Committee (\$1,000) **(Contract No. 9780)**
  - b) Irvine Korean Evergreen Association (\$500) **(Contract No. 9781)**
  - c) Irvine Community Drug Prevention (\$500) **(Contract No. 9782)**
  - d) Orange County Veterans Memorial Park Foundation (\$500) **(Contract No. 9783)**
  - e) Arts Orange County (\$500) **(Contract No. 9784)**

- f) Ektaa Center (\$500) **(Contract No. 9785)**
  - g) Orange County Food Bank (\$500) **(Contract No. 9786)**
  - h) Irvine Adult Day Health Services (\$500) **(Contract No. 9787)**
  - i) Families Forward (\$500) **(Contract No. 9788)**
  - j) Sea & Sage Audubon Society (\$500) **(Contract No. 9789)**
  - k) Irvine Barclay Theatre (\$500) **(Contract No. 9790)**
- 3) Approved Councilmember Shea's requests for Community Partnership Fund Grant nominations to Jewish Federation & Family Services in the amount of \$250 in support of the Tikkun 4 Troops program and Rainbow Rising Alderwood in the amount of \$250 in support of program costs. **(Contract Nos. 9791 and 9792)**
- 4) Authorized the City Manager to prepare and sign the funding agreements listed in Actions 1-3.

#### 4. PUBLIC HEARINGS

##### **4.1 APPROVAL OF BOND ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY FOR FINANCING STUDENT HOUSING FACILITIES AND OTHER RELATED AND APPURTENANT FACILITIES LOCATED AT THE UNIVERSITY OF CALIFORNIA, IRVINE**

Kristin Griffith, Director of Financial Services; and Mary Beth Carney, representing the University of California, Irvine, presented the staff report and responded to questions.

Mayor Wagner opened the public hearing at 6:28 p.m.

Courtney Santos, Irvine resident, spoke in support of affordable housing for students at the University of California, Irvine.

City Council discussion included: concerns raised by students about the lack of affordable housing at the University of California, Irvine (UCI); questioned if existing units on campus were market rate and if the proposed units would be offered at below market rate; inquired about the pricing structure for student housing; whether the proposed units were apartments or dorms; and questioned if the units would be owned and/or operated by UCI.

**ACTION: Moved by Councilmember Lalloway, seconded by Councilmember Shea, and unanimously carried to close the public hearing at 6:34 p.m.**

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

Adopt RESOLUTION NO. 17-37 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$175,000,000 FOR THE PURPOSES OF FINANCING STUDENT HOUSING FACILITIES AND OTHER RELATED AND APPURTENANT FACILITIES LOCATED AT THE UNIVERSITY OF CALIFORNIA, IRVINE

**5. COUNCIL BUSINESS**

**5.1 FISCAL YEAR 2017-18 LANDSCAPE, LIGHTING AND PARK MAINTENANCE ASSESSMENT**

Kristin Griffith, Director of Financial Services presented the staff report.

There was no City Council discussion.

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

Adopt RESOLUTION NO. 17-38 – 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 2017-18

**The motion carried as follows:**

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

NOES: 1 COUNCILMEMBERS: Shea

ABSENT: 0 COUNCILMEMBERS: None

**5.2 IRVINE BUSINESS COMPLEX VISION PLAN IMPLEMENTATION AND GENERAL PLAN AMENDMENT SCOPING SESSION FOR A RESIDENTIAL PROJECT WITHIN THE IRVINE BUSINESS COMPLEX**

Joel Belding, Principal Planner; Stephen Higa, Principal Planner; and Darlene Nicandro, Principal Planner, presented the staff report and responded to questions.

Courtney Santos, Irvine resident, expressed support for the existing Irvine Business Complex (IBC) Vision Plan.

Pamela Sapetto spoke in support of future planning of the IBC and making necessary adjustments to the existing IBC Vision Plan; and urged the City Council to incorporate into forward planning the extension of the original IBC Vision Plan boundary to include the former DEFT Coatings property as well as other properties that were excluded at that time.

Deborah Rosenthal, representing GHC Properties, spoke in support of adjusting the unit cap in the IBC.

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

Cassius "Cash" Rutherford, Irvine resident

Nikki Dalupang, Irvine resident

Tracy La, Irvine resident

City Council discussion included: Desmond Ventures' (formerly DEFT Coatings) prior request to re-designate zoning from residential to business, subsequent litigation, and if a settlement had been made; noted the increasing traffic in the IBC and associated challenges; questioned the total number of units in Tustin and Newport surrounding the IBC; ensuring surrounding infrastructure could support future development; questioned whether the number of jobs in the IBC had declined; suggested moving forward with all applicants under the unit cap; questioned the distribution of remaining units under the cap, why the Desmond Ventures application was being considered separately, and whether other applications superseded the request by Desmond Ventures; noted needed improvements in the IBC, including park space, walkability, alternative transportation, incentivizing retail, and balancing jobs and housing; questioned density bonus units remaining; expressed concern about Transfer Development Rights (TDRs) and a developer's ability to retain them; noted a preference to bring Desmond Ventures back into the overlay zone; whether approval of the DEFT Coatings property would increase the current unit cap; whether a plan for bike paths and sidewalk connectivity was already in place as previously recommended by the Planning Commission; and inquired about using savings from Orange

County Transportation Authority's (OCTA) operation of the i-Shuttle for transportation enhancements.

Sean Joyce, City Manager, noted the initial goal of the IBC Vision Plan was to bring jobs and housing together in order to reduce trips and traffic congestion in the IBC; and confirmed that the previous City Council's desire was to use savings from the transfer of i-Shuttle operations to the OCTA for enhancing i-Shuttle program while preserving existing routes.

City Attorney Melching noted that the DEFT property was agendaized as a separate Scoping Session item due to the property's location, which was not considered within the designated portion of the IBC.

ACTION: Moved by Councilmember Lalloway, seconded by Councilmember Fox, to:

- 1) Direct staff not to proceed with an increase in the overall residential unit cap for the Irvine Business Complex (IBC).
- 2) Direct staff not to proceed with future independent General Plan Amendments for individual projects requesting increases to the IBC residential unit cap.
- 3) Direct staff to prepare a park plan for the IBC to identify potential park sites and develop conceptual designs to be vetted through a public outreach process.
- 4) Direct staff to re-evaluate vehicle trip generation rates specific to the IBC through a technical analysis.
- 5) Direct staff to initiate a zone change to broaden the Zoning Ordinance definition of "accessory retail" to allow for a greater range of retail uses and/or greater amount of accessory retail square footage in the IBC.
- 6) Direct staff to initiate a market demand analysis through an in-depth study that focuses specifically on subareas of the IBC, along with identification of incentives to attract retail uses.
- 7) Direct staff to discontinue processing a proposed General Plan Amendment and Zone Change to amend to IBC Urban Neighborhood district boundary for a residential project proposed in the IBC.
- 8) Direct staff to conduct a traffic and transportation analysis of the IBC.

Following discussion, a request was made to bifurcate the motion for separate consideration of Action Item No. 7 above.

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

- 1) Direct staff not to proceed with an increase in the overall residential unit cap for the Irvine Business Complex (IBC).
- 2) Direct staff not to proceed with future independent General Plan Amendments for individual projects requesting increases to the IBC residential unit cap.
- 3) Direct staff to prepare a park plan for the IBC to identify potential park sites and develop conceptual designs to be vetted through a public outreach process.
- 4) Direct staff to re-evaluate vehicle trip generation rates specific to the IBC through a technical analysis.
- 5) Direct staff to initiate a zone change to broaden the Zoning Ordinance definition of “accessory retail” to allow for a greater range of retail uses and/or greater amount of accessory retail square footage in the IBC.
- 6) Direct staff to initiate a market demand analysis through an in-depth study that focuses specifically on subareas of the IBC, along with identification of incentives to attract retail uses.
- 8) Direct staff to conduct a traffic and transportation analysis of the IBC.

Prior to the vote on Action Item No. 7, City Attorney Melching clarified that a provision in City Council Resolution No. 87-108, with respect to General Plan Amendment requests initiated by a member of the public or the City Council, stated that the City Council shall review the request for a GPA to determine if the application is appropriate for processing, and based on the proposed motion (Action Item No. 7), the City Council had reviewed the request and determined that the application was not appropriate for processing.

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

- 7) Direct staff to discontinue processing a proposed General Plan Amendment and Zone Change to amend to IBC Urban Neighborhood district boundary for a residential project proposed in the IBC.

**The motion carried as follows:**

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

NOES: 1 COUNCILMEMBERS: Schott

ABSENT: 0 COUNCILMEMBERS: None

**5.3 PRELIMINARY ANALYSIS OF A LAND EXCHANGE BETWEEN THE CITY OF IRVINE AND HERITAGE FIELDS, LLC FOR A VETERANS CEMETERY**

Barry Curtis, Manager of Planning Services, presented the staff report and responded to questions.

Bill Cook, representing Orange County Veterans Memorial Park, spoke in support of a Veterans Cemetery at the alternate site proposed by FivePoint Communities.

The following individuals spoke in support of a Veterans Cemetery at the existing Amended and Restated Development Agreement (ARDA) Transfer Site:

Alan Meyerson, Irvine resident  
Angelo Vassos, Irvine resident  
Larry Agran, Irvine resident

City Council discussion included: referencing questions raised by staff regarding the alternate site; noted that FivePoint had not yet committed to funding the proposed cemetery through Phase I; reiterated that the offer from FivePoint was limited to a land exchange; questioned the potential impacts to the ARDA; noted potential traffic impacts surrounding the alternate site; whether clean-up of the ARDA site could happen immediately if funding was available; noted that both sites were zoned identically; reiterated the need for more information with respect to the deal points offered by FivePoint Communities; and noted concerns that the State did not have the funds necessary to build a veterans cemetery.

**Received and filed** the Preliminary Analysis of FivePoint Communities' proposed land swap with the City of Irvine.



**5.4 CONSIDERATION OF MAYOR PRO TEM SCHOTT'S REQUEST TO EXPEDITE UNIVERSITY DRIVE ROADWAY IMPROVEMENTS**

This item was agendaized at the request of Mayor Pro Tempore Schott, who requested City Council support to identify available funding sources for expedited improvements to University Drive between Ridgeline and California Interstate 405.

City Council discussion included: whether the project could be completed within two years or sooner; suggested the University Drive roadway improvement project work synergistically with the University/Ridgeline intersection improvement project; questioned the potential impacts to the University/Ridgeline intersection improvement project; and reiterated the importance of completing the University Drive roadway improvements properly.

Sean Joyce, City Manager, noted that staff would include the item with the proposed fiscal year budget and identify the funding source to move forward with Phase I preliminary design and engineering.

Manuel Gomez, Director of Public Works, reiterated that staff would work with the City Manager and Budget Office to identify funding for the design phase in the proposed fiscal year budget; noted that through the Request for Proposals (RFP) process, consultants would be asked to provide an expedited schedule; and further noted that a project of this complexity would take approximately 24 months for design and acquisition, subsequently following the University/Ridgeline intersection improvement project by approximately one year.

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

Direct staff to place the improvement of the roadway on University Drive between Ridgeline and California Interstate 405 on the list of Priority Projects and make the appropriate budget adjustments necessary, including the identification of available funding sources, to complete the project as soon as possible.

**PUBLIC COMMENT**

The following individuals spoke in support of the creation of an Irvine youth council that would provide a platform for youths in the community to have a voice on substantial topics such as environmental conservation, mental health, youth programs, and affordable housing:

Cathy Sun, University High School student  
Tess Ortego, Northwood High School student

Saranyan Uthayakumar, Northwood High School student  
Ketaki Joshi, Irvine High School student  
James Noh, Northwood High School student

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

Arie Goldberg  
Rebecca Whiteleather  
Zeki Kayiran  
Jane Klassen  
Daniel Kim

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

Kathy Cochran, Irvine resident, expressed concern about coyotes.

John Lender, Irvine resident, spoke in support of a bike facility at the Orange County Great Park.

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

#### **ADJOURNMENT – IN MEMORIAM**

**Moved by Councilmember Fox, seconded by Councilmember Lalloway, and unanimously carried to adjourn the meeting at 8:57 p.m. in memory of Councilmember Fox's brother, Michael Smith.**

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

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

\_\_\_\_\_  
June 13, 2017

3.2




## REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** JUNE 13, 2017

**TITLE:** WARRANT AND WIRE TRANSFER RESOLUTION

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

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

### RECOMMENDED ACTION

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

### EXECUTIVE SUMMARY

A detailed register of claims, the Register of Warrants and Wire Transfers, are submitted to the City Council for review and authorization on a weekly basis. Approval of the attached resolution ratifies the disbursement of funds for the period of May 17, 2017 through June 6, 2017 in accordance with Section 2-7-211 of the Irvine Municipal Code.

**ATTACHMENT**      Warrant and Wire Transfer Resolution

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

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

(SEE ATTACHED)

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular  
meeting held on the 13<sup>th</sup> day of May 2017.

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

ATTEST:

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

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY  
that the foregoing resolution was duly adopted at a regular meeting of the City Council  
of the City of Irvine, held on the 13<sup>th</sup> day of May 2017.

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

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

5/17/2017 through 5/23/2017

## REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	981,916.46
004	PAYROLL CLEARING FUND	944,639.20
005	DEVELOPMENT SERVICES FUND	67,765.50
024	BUILDING & SAFETY FUND	10,269.12
111	GAS TAX FUND	50,518.53
114	HOME GRANT	1,120.00
119	LIGHTING, LANDSCAPE & PARK MNT	317,966.44
125	COMM DEVELOP BLOCK GRANT FUND	3,719.68
126	SENIOR SERVICES FUND	375.76
128	OFFICE ON AGING PROGRAMS FUND	1,416.37
139	SUPPL LAW ENFORCEMENT SERVICES	28,357.30
155	COMMUNITY SERVICES PROGRAMS	352.79
180	ORANGE COUNTY GREAT PARK	86,182.29
204	CFD 2013-3 GREAT PARK	15,110.50
218	AD 03-19 NORTHERN SPHERE	3,190.00
250	CAPITAL IMPROV PROJ FUND - CIR	7,813.50
260	CAPITAL IMPROV PROJ-NON CIRC	56,710.65
271	IRVINE BUSINESS COMPLEX	6,335.00
501	INVENTORY	2,828.55
570	INSURANCE FUND	53,563.73
574	FLEET SERVICES FUND	30,873.03
578	MAIL INTERNAL SERVICES	62,303.47
579	STRATEGIC TECHNOLOGY PLAN FUND	158,447.89
580	CIVIC CTR MAINT & OPERATIONS	28,464.71
714	REASSESSMENT 12-1 FIXED RATE	86.50
716	RAD 13-1 FIXED RATE	86.50
717	RAD 04-20 PORTOLA SPR VAR RT A	1,867.71
718	RAD 05-21 ORCHARD HLS VAR RT	262.49
719	REASSESSMENT 85-7A VARIABLE RT	86.49
721	AD00-18 SHADY CNYN&TURTL ROCK	212.67
723	AD03-19 WOODBURY SER B VAR RT	88.00
735	AD03-19 WOODBURY SER A VAR RT	88.00
744	CFD 2013-3 GREAT PARK	20,769.62
745	CFD 2005-2R COLUMBUS GROVE SP	86.49
746	CFD 2004-1 CENTRAL PARK	57.35
760	AD87-8 ICD/BAKE PKWY DEBT SVC	212.66
767	AD94-15 WESTPARK II SERIES A	1,194.59
771	AD97-16 NORTHWEST IRVINE VARI	1,194.60
772	RAD 15-1 FIXED RATE	86.49
773	RAD 15-2 FIXED RATE	57.35
774	AD94-13 VARIABLE RT-OAKCREEK	1,194.59
775	AD97-17 LOWER PETERS CYN EAST	212.67

5/17/2017 through 5/23/2017

**REGISTER OF DEMANDS AND WARRANTS**

<u>Fund</u>	<u>Fund Description</u>	<u>Amount</u>
	GRAND TOTAL	2,948,085.24

5/24/2017 through 5/30/2017

## REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	411,199.75
004	PAYROLL CLEARING FUND	44,599.93
005	DEVELOPMENT SERVICES FUND	64,230.00
024	BUILDING & SAFETY FUND	99,979.91
027	DEVELOPMENT ENGINEERING FUND	54,502.75
111	GAS TAX FUND	1,607.69
119	LIGHTING, LANDSCAPE & PARK MNT	388,892.07
128	OFFICE ON AGING PROGRAMS FUND	2,432.14
139	SUPPL LAW ENFORCEMENT SERVICES	6,335.00
149	SPECIAL PROGRAM GRANTS	1,285.88
153	ASSET FORFEITURE STATE FUND	203.50
180	ORANGE COUNTY GREAT PARK	46,540.26
204	CFD 2013-3 GREAT PARK	731.50
250	CAPITAL IMPROV PROJ FUND - CIR	963.95
260	CAPITAL IMPROV PROJ-NON CIRC	128,844.60
286	GREAT PARK DEVELOPMENT FUND	28,658.22
570	INSURANCE FUND	35,581.37
574	FLEET SERVICES FUND	1,738.42
578	MAIL INTERNAL SERVICES	2,133.92
580	CIVIC CTR MAINT & OPERATIONS	9,960.19
714	REASSESSMENT 12-1 FIXED RATE	195,378.88
716	RAD 13-1 FIXED RATE	100,728.15
717	RAD 04-20 PORTOLA SPR VAR RT A	1,300.00
718	RAD 05-21 ORCHARD HLS VAR RT	7,030.00
719	REASSESSMENT 85-7A VARIABLE RT	1,300.00
721	AD00-18 SHADY CNYN&TURL ROCK	1,553.17
726	AD10-23 SERIES B FR LAGUNA ALT	6,879.72
730	11-24 FIXED RT CYPRESS VILLAGE	33,304.75
731	AD07-22 GROUP 4 FIXED RATE	91,452.63
732	RAD 04-20 GROUP 3 FIXED RATE	10,775.89
744	CFD 2013-3 GREAT PARK	1,461,557.28
745	CFD 2005-2R COLUMBUS GROVE SP	7,963.75
746	CFD 2004-1 CENTRAL PARK	24,148.60
772	RAD 15-1 FIXED RATE	95,959.21
773	RAD 15-2 FIXED RATE	59,491.84
775	AD97-17 LOWER PETERS CYN EAST	253.16
777	RAD 05-21 G1 FIXED RATE	208,236.24
778	RAD 04-20 G4 FIXED RATE	179,997.08
780	RAD 04-20 G6 FIXED RATE	253.17



5/24/2017 through 5/30/2017

**REGISTER OF DEMANDS AND WARRANTS**

<b>Fund</b>	<b>Fund Description</b>	<b>Amount</b>
	<b>GRAND TOTAL</b>	<b>3,817,984.57</b>

5/31/2017 through 6/6/2017

## REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	651,771.24
004	PAYROLL CLEARING FUND	960,376.54
005	DEVELOPMENT SERVICES FUND	283,986.88
009	REVENUE CLEARING FUND	3,100.00
024	BUILDING & SAFETY FUND	202,042.38
027	DEVELOPMENT ENGINEERING FUND	5,790.25
111	GAS TAX FUND	19,782.90
114	HOME GRANT	5,903.20
119	LIGHTING, LANDSCAPE & PARK MNT	128,971.19
125	COMM DEVELOP BLOCK GRANT FUND	17,060.01
126	SENIOR SERVICES FUND	451.34
128	OFFICE ON AGING PROGRAMS FUND	6,149.17
155	COMMUNITY SERVICES PROGRAMS	18,416.53
180	ORANGE COUNTY GREAT PARK	224,423.22
204	CFD 2013-3 GREAT PARK	2,700,687.77
250	CAPITAL IMPROV PROJ FUND - CIR	472,204.02
260	CAPITAL IMPROV PROJ-NON CIRC	118,178.94
270	NORTH IRVINE TRANSP MITIGATION	31,128.08
271	IRVINE BUSINESS COMPLEX	14,120.74
501	INVENTORY	38,580.71
570	INSURANCE FUND	58,767.25
574	FLEET SERVICES FUND	186,071.70
578	MAIL INTERNAL SERVICES	100,894.11
579	STRATEGIC TECHNOLOGY PLAN FUND	56,521.18
580	CIVIC CTR MAINT & OPERATIONS	8,409.08
730	11-24 FIXED RT CYPRESS VILLAGE	4,400.00
<b>GRAND TOTAL</b>		<b>6,318,188.43</b>

3.3



# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** June 13, 2017

**TITLE:** TREASURER'S REPORT FOR THE QUARTER ENDED  
MARCH 31, 2017

Director of Financial Services

City Manager

## RECOMMENDED ACTION

Receive and file the Treasurer's Report for the quarter ended March 31, 2017.

## EXECUTIVE SUMMARY

This report provides a synopsis of investment activity for the City's three investment portfolios for the quarter ended March 31, 2017. The portfolios, managed by United American Capital Corporation (UACC) under the direction of the Treasurer, include the Irvine Pooled Investment Portfolio, Bond Proceeds Fund Portfolio, and the Special District Funds Portfolio. The total market value for all three portfolios was \$949.39 million as of March 31, 2017.

This report provides information on assets, allocations, average maturities, yields, and valuations for each of the three portfolios. A discussion of market conditions is included to give additional perspective to these measurements.

## COMMISSION/BOARD/COMMITTEE RECOMMENDATION

At its adjourned regular meeting of May 22, 2017, the Finance Commission reviewed the Treasurer's Report and voted 4-0 (Commissioner Reyno absent), to recommend the City Council receive and file the Treasurer's Report. The Investment Advisory Committee was scheduled to review the Treasurer's Report at its regular meeting of May 10, 2017; however, the meeting was cancelled due to lack of a quorum.

## ANALYSIS

The Treasurer's office is responsible for the investment of the City's three fixed income portfolios in conformance with the Investment Policy adopted annually by the City Council. In accordance with the Investment Policy, management of the Irvine Pooled Investment Portfolio, Bonds Proceeds Fund Portfolio and the Special Districts Funds Portfolio are delegated to a contract management firm, UACC, with full authority to execute investment transactions on behalf of the City. The Investment Policy is updated annually in accordance with the California State Government Code. Treasurer's reports are provided

at quarter end and fiscal year end to the Investment Advisory Committee, Finance Commission, and City Council. The report includes investment activity and performance for each of the City's portfolios. The primary objectives of investing public funds, in order of importance, are safety of principle, liquidity of funds, and return on investment. All securities owned by the City are held in safekeeping by a third party custodial bank acting as the agent for the City instead of being held by a securities dealer or investment management firm. Any trade executed with a broker/dealer is required to settle with the City's safekeeping agent on a delivery versus payment basis, where the delivery of a security to the appropriate party is made only after the funds have been sent in full as payment for the security.

#### Irvine Pooled Investment Portfolio

The Irvine Pooled Investment Portfolio contains funds invested for the daily operational requirements of the City and funds reserved for economic uncertainties, future rehabilitation and maintenance needs. The portfolio is a combination of several operational funds, including the City's Asset Management Plan and funds earmarked for the development of the Orange County Great Park.

As of March 31, 2017, the book value (purchase price of securities as recorded on the City's books) of the portfolio was \$599.03 million and the average weighted yield to maturity was 1.18 percent. Fiscal year-to-date investment revenue (interest payments and capital gains) generated by the portfolio as of March 31, 2017 was \$4.14 million. The following chart compares the portfolio's statistics over a rolling 12-month period.

**Irvine Pooled Investment Portfolio  
Rolling 12-Month Quarterly Comparison**

	<b>March 31, 2017</b>	<b>December 31, 2016</b>	<b>September 30, 2016</b>	<b>June 30, 2016</b>
Book Value	\$599,028,736	\$574,580,674	\$557,660,462	\$572,157,628
Market Value	\$596,334,045	\$571,366,011	\$559,208,937	\$574,913,200
Unrealized Gain/(Loss)	(\$2,694,691)	(\$3,214,663)	\$1,548,475	\$2,755,572
Unrealized Gain/(Loss) as % of Book Value	(0.45%)	(0.56%)	0.28%	0.48%
Average Yield To Maturity	1.18%	1.12%	1.06%	1.03%
Liquidity 0 –6 months	13.19%	13.56%	9.85%	13.19%
Average Years To Maturity	1.98	2.03	2.02	1.91
Modified Duration (Years)	1.91	1.97	1.98	1.84
Fiscal Year to Date Income	\$4,137,190	\$2,720,039	\$1,340,988	\$4,613,047

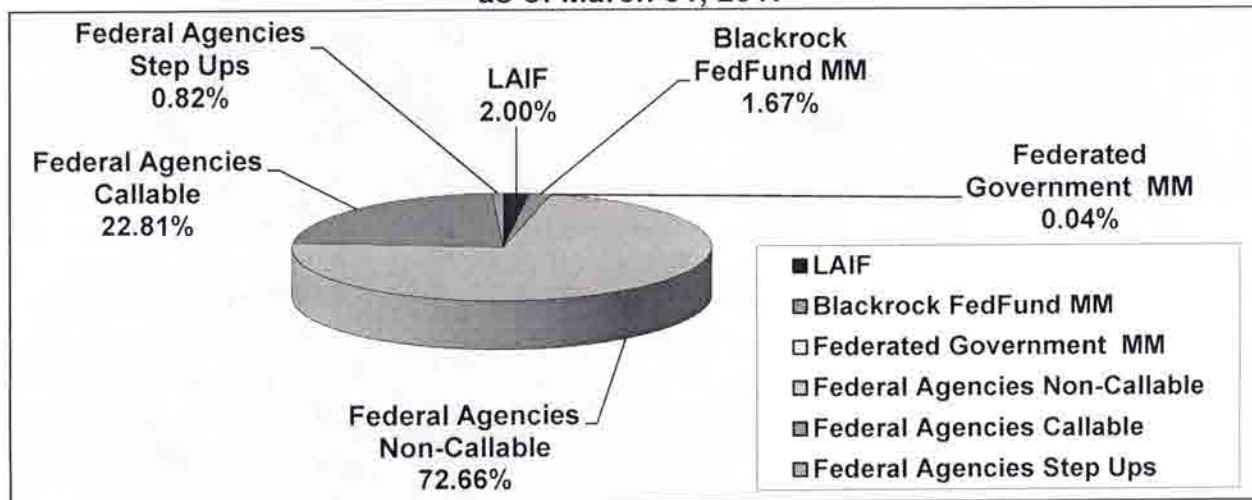


The Irvine Pooled Investment Portfolio's book value increased by \$24.45 million from the previous quarter due to the planned seasonal cyclical nature of the City's revenue stream and cash flow that often fluctuates \$10 to \$50 million each quarter. Portfolio yield to maturity increased for the quarter ended March 31, 2017 by 6 basis points to 1.18 percent. This was directly attributed to the increasing rate environment as maturing investments were reinvested into longer dated, higher rate securities. With market rates increasing during the quarter ending March 31, 2017, the portfolio ended the quarter with an unrealized loss of \$2.69 million as compared to an unrealized loss of \$3.21 million on December 31, 2016. This is a normal result of the portfolio's modified duration of 1.91 years, and its price-sensitivity to changes in market interest rates.

To ensure the safety of the portfolio, investments that hold the highest credit quality are selected. The Irvine Pooled Investment Portfolio is comprised primarily of Federal Government-sponsored entity debt, otherwise known as federal agency securities. Although federal agency securities were downgraded by Standard & Poor's to AA+ in August 2011, they continue to be regarded as among the safest securities in the global market. Two of the government-sponsored agencies, Federal National Mortgage Association (Fannie Mae) and Federal Home Loan Mortgage Company (Freddie Mac), remain under conservatorship and carry an implicit guarantee by the Federal Government. In addition, both are carefully monitored by the City's investment manager and Treasurer to ensure the continued safety of the City's funds.

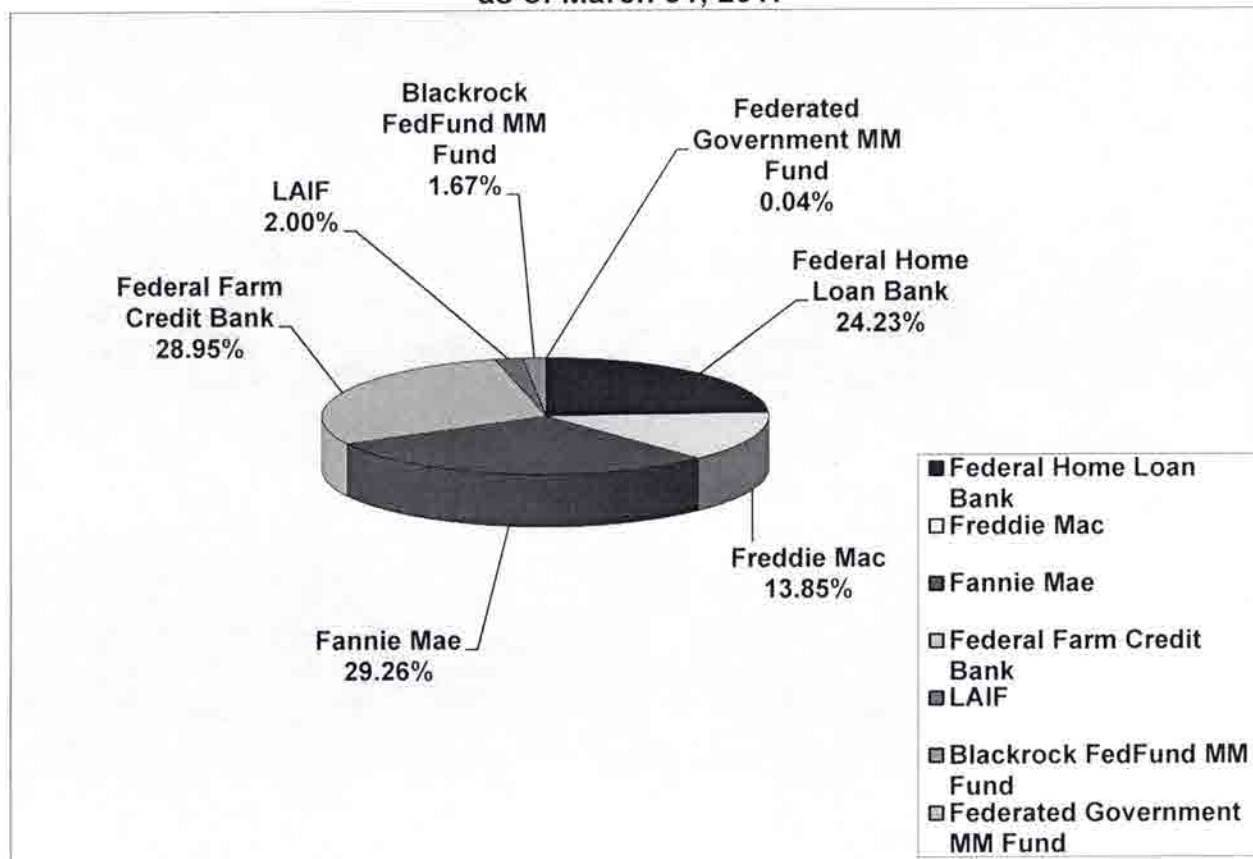
To manage liquidity, the Irvine Pooled Investment Portfolio is invested in Local Agency Investment Funds (LAIF), Federated Government Obligation money market fund, and the Blackrock FedFund money market fund. Chart 1 shows the asset allocation of the portfolio.

**Irvine Pooled Investment Portfolio**  
**Chart 1 - Asset Allocation**  
**as of March 31, 2017**



To diversify, the City purchases securities from several different federal agencies. The four Federal Government-sponsored entities the City owns are: Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Federal Home Loan Bank (Home Loan), and Federal Farm Credit Bank (Farm Credit). Chart 2 identifies portfolio holdings by issuer name.

**Irvine Pooled Investment Portfolio  
Chart 2 - Allocation by Issuer Name  
as of March 31, 2017**



Another key component in portfolio management is to ensure that the City has enough funds on hand to meet current expenses. As of March 31, 2017, the overnight to 6-month liquidity level for the Irvine Pooled Investment Portfolio was at 13.19 percent versus 13.56 percent last quarter. Chart 3, on the following page, is an aging of investment maturities up to 5 years (the maximum maturity allowable by policy and state code) of the Irvine Pooled Investment Portfolio.

**Irvine Pooled Investment Portfolio**  
**Chart 3 - Aging of Maturing Investments (Maturity Value)**  
**as of March 31, 2017**

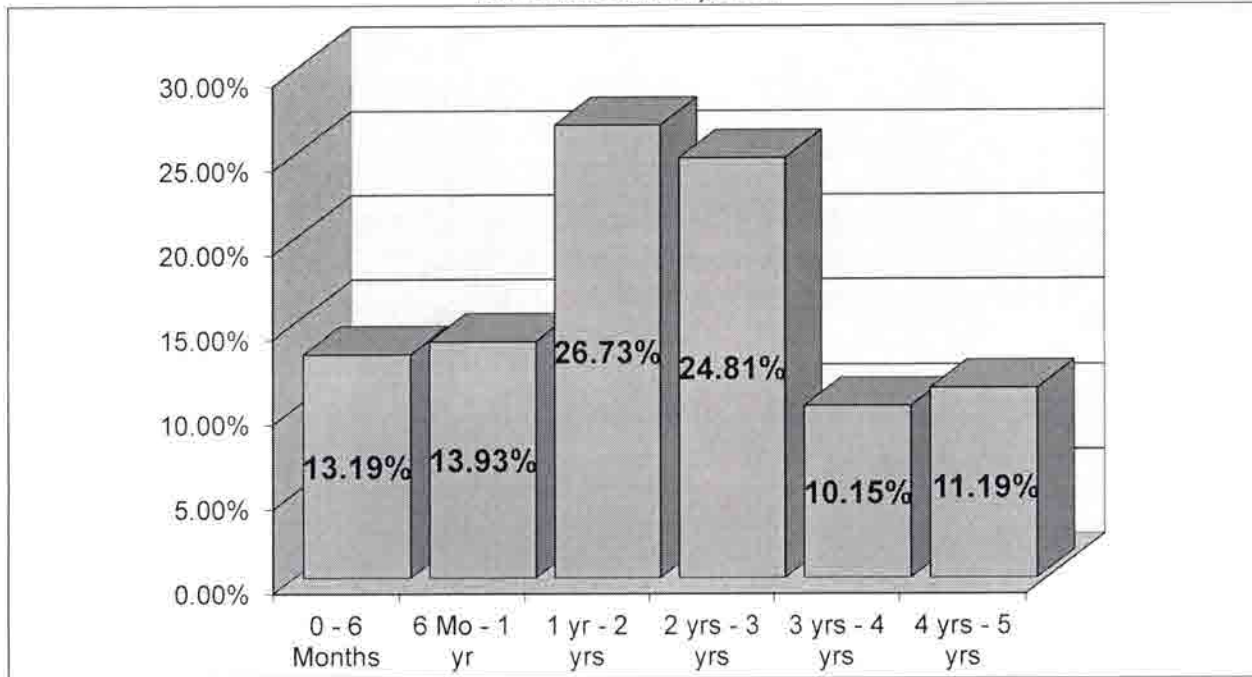
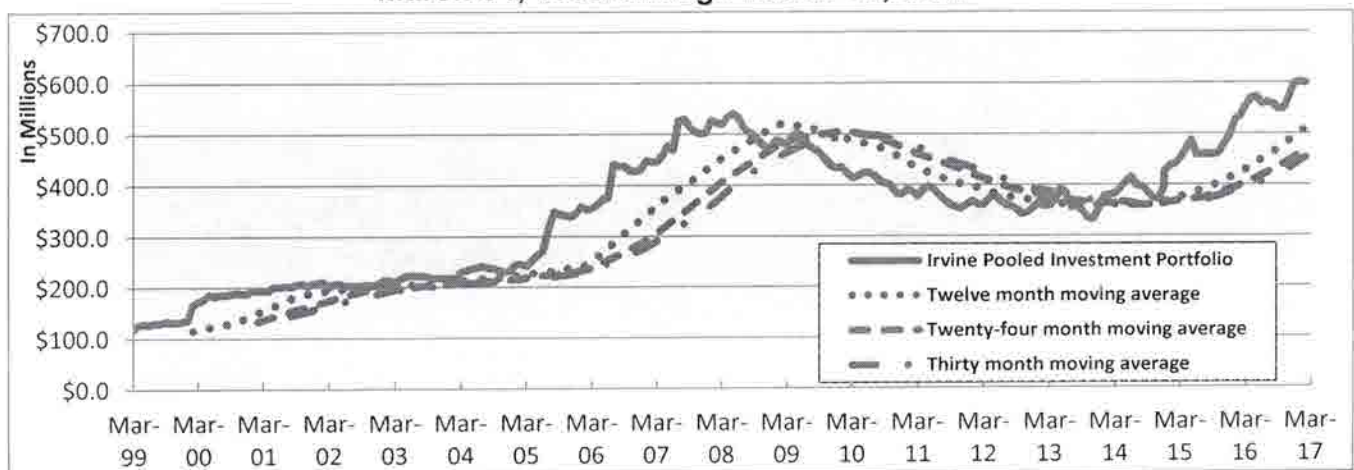


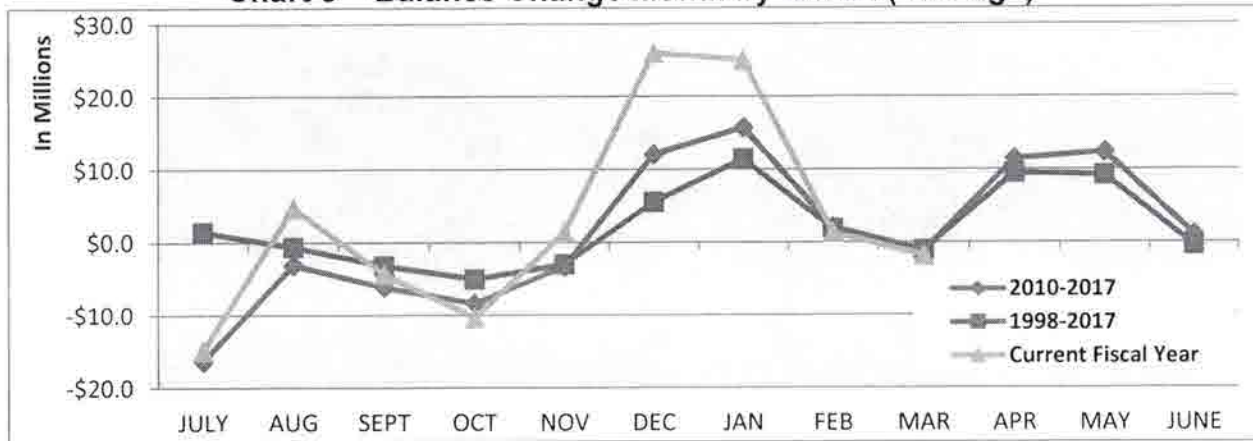
Chart 4 and Chart 5 show the volatility and cyclicalty of the Irvine Pooled Investment Portfolio fund balance and cash flows between March 31, 1999 and March 31, 2017.

**Irvine Pooled Investment Portfolio**  
**Chart 4 - Portfolio Balance**  
**March 31, 1999 through March 31, 2017**



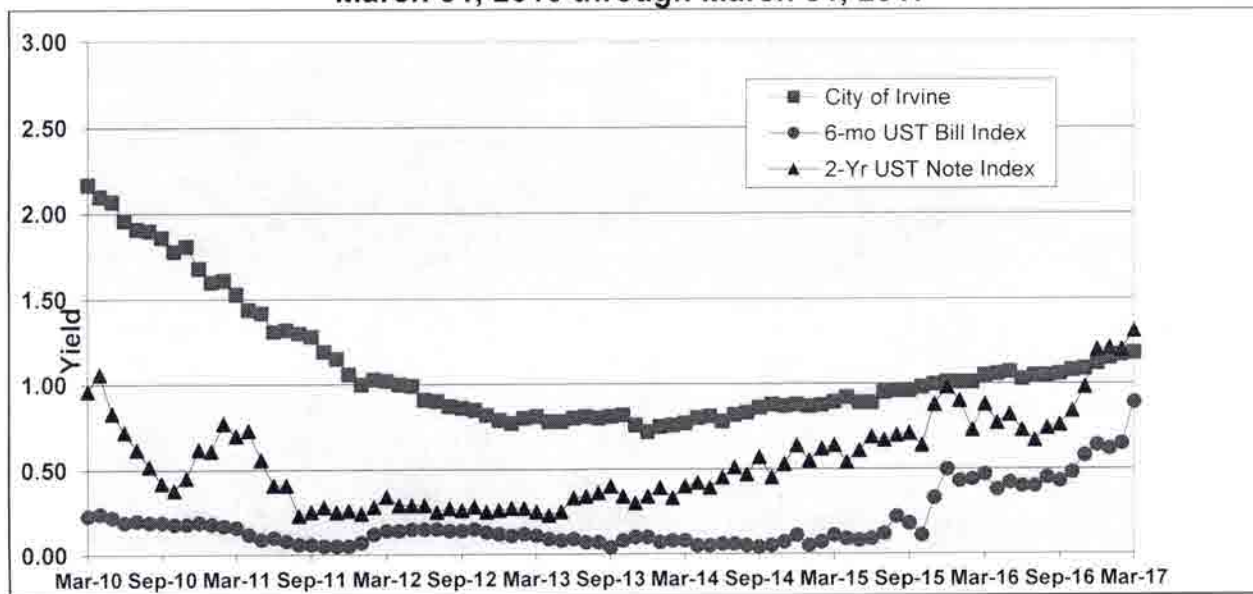


**Irvine Pooled Investment Portfolio**  
**Chart 5 – Balance Change Month by Month (Average)**



To gauge performance, the City compares the Irvine Pooled Investment Portfolio's yield to maturity against two benchmarks set in the City's Annual Investment Policy: the 6-month United States Treasury (UST) Bill Index and 2-year UST Note Index. The benchmarks are used as a measure of the portfolio against market movement. Chart 6 compares the average yield to maturity of the portfolio to these benchmarks, and shows the spread (difference between the index and the yield to maturity) for the past seven years. The portfolio's yield is higher than the 6-month UST by 0.29 percent and lower than the 2-year UST by 0.13 percent.

**Irvine Pooled Investment Portfolio**  
**Chart 6 - Yield to Maturity Compared to Assigned Benchmarks**  
**March 31, 2010 through March 31, 2017**



#### Bond Proceeds Fund Portfolio

The Bond Proceeds Fund Portfolio contains special district construction and administration funds that are not held by a trustee. These include older bond issues and funds on hand to finance the City's special districts administration. Investment strategy differs in the Bond Proceeds Fund Portfolio from the Irvine Pooled Investment Fund Portfolio due to the different cash needs between the two. The Bond Proceeds Fund Portfolio requires greater liquidity to meet debt-related payments. The account balance in the Bond Proceeds Fund Portfolio fluctuates from quarter to quarter due to the timing of property assessment collections from the County of Orange and subsequent distributions. Several times a year, the portfolio receives special assessments and tax levies collected by the County. The special assessments and tax levies contain three major components:

- (1) The collections from the various Assessment Districts (AD), Reassessment Districts (RAD) and Community Facility Districts (CFD). Upon receipt, the City transfers these funds to the Districts' bond trustees.
- (2) The collections for the guaranteed maintenance amount of the Great Park CFD. Upon receipt, the City transfers this amount to the Orange County Great Park Fund. The transfer of this amount for the quarter ended December 31, 2016 from the Bond Proceeds Fund Portfolio occurred in January 2017.
- (3) The collections for the Districts' construction and administration funds held and managed by the City. This portion remains in the Bond Proceeds Fund Portfolio.

Fiscal year-to-date investment revenue (interest payments and capital gains) generated by the Bond Proceeds Fund Portfolio as of March 31, 2017 was \$19,449.

#### **Bond Proceeds Fund Portfolio Rolling 12-Month Quarterly Comparison**

	<b>March 31, 2017</b>	<b>December 31, 2016</b>	<b>September 30, 2016</b>	<b>June 30, 2016</b>
Book Value	\$4,609,437	\$7,608,436	\$760,436	\$755,436
Market Value	\$4,605,639	\$7,604,053	\$760,669	\$755,905
Unrealized Gain/(Loss)	(\$3,798)	(\$4,384)	\$233	\$469
Unrealized Gain/(Loss) as % of Book Value	(0.08%)	(0.06%)	0.03%	0.06%
Average Yield To Maturity	0.82%	0.72%	0.63%	0.58%
Liquidity 0 –6 months	100.00%	100.00%	100.00%	100.00%
Average Days To Maturity	1	1	1	1
Modified Duration in Days	1	1	1	1
Fiscal Year to Date Income	\$19,449	\$6,984	\$5,783	\$51,224



Special District Funds Portfolio

The Special District Funds Portfolio contains project and reserve funds for 27 AD and RAD bond issues and four CFD bond issues. Investments in this Portfolio are made in accordance with each bond's indenture and the strategy is based on the cash flow needs of each district. The Special District Funds Portfolio must remain very liquid to provide project funds, when needed, as well as to meet debt service payment requirements. Fiscal year-to-date investment revenue (interest payments and capital gains) generated by the Special District Funds Portfolio as of March 31, 2017 was \$1,423,682.

**Special District Funds Portfolio  
Rolling 12-Month Quarterly Comparison**

	<b>March 31, 2017</b>	<b>December 31, 2016</b>	<b>September 30, 2016</b>	<b>June 30, 2016</b>
Book Value	\$348,802,144	\$387,387,309	\$371,479,758	\$285,890,825
Market Value	\$348,451,879	\$387,100,007	\$371,288,348	\$285,818,109
Unrealized Gain/(Loss)	(\$350,265)	(\$287,302)	(\$191,410)	(\$72,716)
Unrealized Gain/(Loss) as % of Book Value	(0.10%)	(0.07%)	(0.05%)	(0.03%)
Average Yield To Maturity	0.70%	0.32%	0.30%	0.37%
Average Days To Maturity	49	41	41	80
Fiscal Year to Date Income	\$1,423,682	\$694,044	\$292,016	\$695,259

Market Conditions

During the third quarter of FY 2016-17, interest rates increased in the short end of the yield curve with longer rates decreasing. The six-month Treasury bill increased 28.61 basis points ending the period at .89 percent. Two-year Treasury notes increased 6.60 basis points to 1.25 percent, and the five-year Treasury note decreased .60 basis points to 1.92 percent.

Financial markets began the quarter focusing on the incoming presidential administration and the potential U.S. policy changes to healthcare, taxation, foreign policy, and financial regulation. Consumer Confidence Index continued to rise, ending the quarter at 125.60 from 113.70 at the end of the prior quarter.

On March 15, 2017, the Federal Open Market Committee (FOMC) raised the target range for the Federal Funds rate from .75 percent to 1.00 percent due to realized and expected labor market conditions and inflation. Monetary policy remains accommodative, thereby supporting further strengthening in labor market conditions and a sustained return to 2.00 percent inflation. The FOMC stated that economic conditions will evolve in a manner that will warrant gradual increases in the Federal Funds rate, and that the Federal Funds rate is likely to remain, for some time, below levels that are expected to prevail in the longer run. The actual path of the Federal Funds rate will continue to depend on the economic outlook and incoming data. Existing policy of reinvesting proceeds from the Federal

Reserve's holdings will continue until the normalization of the Federal Funds rate is well under way. Consistent with its statutory mandate, the FOMC seeks to foster maximum employment and price stability. FOMC members, while still data dependent, have stated that they anticipate two additional rate increases in calendar year 2017.

Nationally, the Labor Force Participation Rate improved to 63.00 percent from last quarter's low of 62.60 percent. The unemployment rate remained at 4.70 percent and the underemployment rate decreased to 9.20 percent from 9.30 percent. Average hourly earnings increased by 2.80 percent from last quarter's 2.70 percent. In Orange County, the unemployment rate was 3.7 percent while Irvine closed the quarter at 2.7 percent.

In conclusion, the quarter began with a reflation trade supported by improving sentiment, and robust expectations for immediate pro-growth policy from the new administration. During the quarter, the divergence of sentiment indicators and actual economic data, along with renewed geopolitical tensions, has clouded market optimism. Aging demographics, as well as high debt to GDP ratios, will continue to hinder economic expansion.

#### **ALTERNATIVES CONSIDERED**

None. The Treasurer's Report is intended to provide historical information about the City's investment portfolios. Pursuant to the City's Investment Policy, the Treasurer is required to submit quarterly Treasurer's reports to the City Council.

#### **FINANCIAL IMPACT**

Fiscal year-to-date investment income for the Irvine Pooled Investment Portfolio, Bond Proceeds, and Special Districts portfolios totaled \$5.58 million with investments structured for security and liquidity.

**REPORT PREPARED BY** Don Collins, City Treasurer

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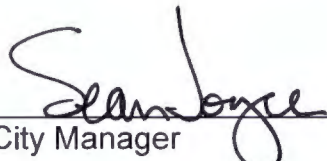


# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** JUNE 13, 2017

**TITLE:** APPROVAL OF THE 2017 ANNUAL UPDATE TO THE  
CONSULTANT TEAM

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

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

## RECOMMENDED ACTION

Approve the City's 2017 annual update to the Consultant Team for professional consultant services for a two-year period from July 1, 2017 through June 30, 2019, as set forth in the Consultant Team Recommendations List; and authorize department directors to execute master contracts with the recommended Consultant Team firms.

## EXECUTIVE SUMMARY

The Consultant Team program has been in place at the City of Irvine since 1980. The program is comprised of professional services categories including architects, engineers, financial professionals, human resources professionals, planning professionals, project managers and others. The program streamlines the procurement of these services by pre-qualifying a team of professionals in each area of expertise. The full Consultant Team Request for Proposals (RFP) solicitation is conducted every three years, with a contract term of three years, and an annual update is performed after year one and two of the full three-year term. This 2017 annual update will result in contracts awarded for a two-year period, commencing July 1, 2017.

The Consultant Team program encompasses only professional services. Public works construction contracts are awarded, as required by law, to the lowest responsive and responsible bidder after an Invitation for Bids is conducted. Professional services, however, require selection based upon demonstrated competence and professional qualifications as the most important selection criteria; the law prohibits the consideration of price in the selection of some categories of professional services, such as architects and engineers, except for a determination of fair and reasonable pricing. The hourly rates submitted by each Consultant Team member are compared to competing firms' rates prior to recommendation to ensure they meet this threshold. For projects over \$50,000, the City requires proposals from a minimum of three Consultant Team members to determine the best-qualified firm for the proposed work effort and to verify that the resultant pricing, based on the pre-established hourly rate structure (or lower), is fair and reasonable.

The 2017 annual update to the Consultant Team Program RFP solicitation process has been completed, yielding 72 responsive proposals submitted by 51 firms. City staff have

reviewed and evaluated the proposals and recommends that the City Council approve the 48 firms included in the Consultant Team Recommendations List as additions to the City's Consultant Team for a two-year period, from July 1, 2017 through June 30, 2019, to coincide with the expiration dates of the exiting Consultant Team master contracts.

On April 4, 2017, City Council adopted Ordinance 17-04 authorizing the use of electronic and digital signatures to increase customer service and efficiencies within the City's contracting practices. To further this goal, the City has launched an electronic signature pilot program using the SeamlessDocs platform with the new 2017 Consultant Team contracts. A signature workflow will route the contracts to designated parties for electronic signature; thereby reducing staff processing time while providing more timely and efficient customer service for businesses and vendors.

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

Not applicable.

#### **ANALYSIS**

In 1980, the City implemented the Consultant Team program with the goal of streamlining the procurement of professional services. Under this concept, an RFP process is conducted every three years to identify qualified professional service providers. The pre-qualification of these experts reduces project delivery time by identifying the best-qualified firms and completing contract negotiation and formation in advance. Without the program, project managers would be required to solicit and obtain proposals; evaluate experience and qualifications; and negotiate and execute contract documents before beginning work on each project. These activities generally take about eight weeks. In addition to providing reduced project delivery time, the Consultant Team program adds value because providers become familiar with the City's standards and performance expectations and therefore are likely to produce a more reliable work product.

In 2011, the City Council directed staff to add an annual update solicitation to the Consultant Team program in support of the City's business friendly initiatives, with the first annual update process commencing in 2012. The update process was implemented to allow firms who did not have the opportunity to participate in the full triennial process to be added to the team without having to wait up to three years, such as new firms and those who had recently relocated to the area. While the most recent full RFP process conducted in 2016 yielded 241 contracts, the updates have yielded an average of 49 new contracts.

The 2017 annual update to the Consultant Team Program RFP was issued on March 7, 2017 with a closing date of April 12, 2017. The RFP was posted on the City's website and an automated email notice was sent to 5,784 firms. A public notice was also published in the Orange County Register, in compliance with federal and state



requirements. A total of 382 firms downloaded the RFP document from the City's website, resulting in 51 firms submitting 72 responsive proposals for the various specialty areas.

The selection process was conducted by a Citywide project team comprised of technical staff from most City departments. The project team developed the RFP and evaluation criteria. Each contract services specialty area was assigned a technical team leader who was responsible for developing a detailed scope of work, as well as managing the proposal evaluation process and making final recommendations for their respective specialty area(s). Multiple staff members independently rated proposals and scores were averaged to determine the highest rated firms to be added to the Consultant Team list. After the ratings were completed and qualified firms identified, hourly pricing was reviewed to ensure it was fair and reasonable. Specific project pricing is provided on a per-project basis throughout the contract term and the rates may be negotiated lower than those included in the Consultant Team master contract.

The following major categories were included in the Consultant Team program for 2017, as detailed in the Consultant Team Scope of Work (Attachment 1):

- Assessment District Engineering Services
- Community Development Services
- Design Engineering, Architecture and Technical Services
- Design Plan Check
- Environmental Services
- Facilities Management and Engineering
- Financial Services
- Human Resources Services
- Infrastructure Management and Services
- Project Management, Construction Management and/or Inspection Services
- Right-of-Way Services
- Transportation Services

The following selection criteria were used to qualify the firms:

Project Manager and/or firm experience most closely related to the City's requirements	25%
Qualifications and resumes of proposed staff members	25%
Similarity of the firm's referenced projects that were completed within the last five years to that of City projects	20%
Knowledge of City, County, State, and Federal codes and procedures	20%
Responsiveness to the Request for Proposals	10%

Firms are recommended for the Consultant Team based upon their demonstrated competence and professional qualifications, and after their hourly pricing is reviewed to



ensure it is fair and reasonable. Of the 72 responsive proposals submitted by 51 firms for this RFP process, 67 proposals and 48 firms have been selected by staff for this annual update. Ten of these firms are located in Irvine. Reasons why firms were not selected include lack of pertinent or sufficient experience and qualifications, provision of an incomplete proposal, and/or pricing that is not fair and reasonable. The Consultant Team Recommendations List (Attachment 2) is presented herein for City Council consideration and approval. Upon approval, Purchasing staff will prepare the master contracts for a two-year period commencing July 1, 2017 and ending June 30, 2019 (reference Attachment 3). With master contracts in place, City staff may use the approved firms for a particular project by obtaining a detailed project-specific proposal from the firm(s) whose experience and qualifications most closely align with the project requirements.

When a need for professional services arises, City staff review the original general scope of work proposal information submitted during the Consultant Team RFP process to identify firms best suited for the particular project. For projects with a professional services value exceeding \$50,000, a minimum of three proposals are required. For projects of any value, after receiving the project-specific proposals, staff performs a rating process taking into consideration such criteria as experience, qualifications, references, project approach and methodology. The City uses a qualifications-based selection process whereby the best-qualified firm is first identified prior to reviewing pricing, consistent with California Government Code Section 4526. Once the highest rated firm is identified, sealed pricing is opened and then an analysis is performed to verify the pricing is fair and reasonable, and if not, staff must negotiate with the firm, requesting reduced rates. (The hourly rates applied in the project-specific proposals must not exceed those included in the master Consultant Team contract, and may be negotiated lower for the particular project.) If after negotiations, the highest rated firm still fails to provide fair and reasonable pricing, then staff ceases negotiations and repeats the process with the next highest rated firm.

Procedures for performing the RFP process for specific projects utilizing the Consultant Team are documented in the City's Purchasing policies and procedures. Three reference checks are required for the highest rated firm(s), using a standardized form. Each project-specific selection process is documented by staff and presented to the Purchasing Agent for review and approval prior to engaging the consultant services.

The Consultant Team program has proven to be an efficient and effective contracting tool for the various professional services required by the City. As the final step in this year's annual update process, the City Council is asked to approve the recommended list of firms and authorize department directors to execute the Consultant Team master contracts for a two-year period commencing July 1, 2017.

The City Council adopted Ordinance 17-04 authorizing the use of electronic and digital signatures to increase customer service and efficiencies within the City's contracting practices. The City has launched an electronic signature pilot program using the

SeamlessDocs platform with the new 2017 Consultant Team contracts. A signature workflow will route the contracts to designated parties for electronic signature; thereby reducing staff processing time while providing more timely and efficient customer service for the Consultant Team firms.

## **ALTERNATIVES CONSIDERED**

The City Council could eliminate the Consultant Team program, which would require staff to conduct individual comprehensive RFP solicitations and enter into separate contracts for each project throughout the fiscal year. Although this approach could provide the potential benefit of increasing full and open competition for each project, it is not recommended because of several advantages provided by the Consultant Team program. For example, prequalifying firms through the Consultant Team process eliminates the need to screen out firms that lack the necessary experience and qualifications for individual projects, thereby reducing the time and effort for proposal review. The time required to issue a contract is eliminated with the Consultant Team process, as master contracts are already in place, except for those projects exceeding \$1 million, which require a separate contract approved by City Council. By using the Consultant Team process, the total time savings is estimated at about eight weeks for each project. The Consultant Team program also allows for flexibility. Although the Consultant Team list of approved firms is generally used for each applicable project, there are times when a separate comprehensive RFP process may be conducted due to the unique nature of a particular project as determined by the Purchasing Agent or City Council.

## **FINANCIAL IMPACT**

It is difficult to predict the financial impact attributable to the use of the Consultant Team program; however, the process does reduce the time and effort required for staff to deliver City projects. With the master Consultant Team contracts in place, the need to conduct separate full comprehensive RFP solicitations throughout the contract period is eliminated. Based upon the current fiscal year usage, it is estimated that about 160 projects could utilize the Consultant Team process in Fiscal Year 2017-18.

**REPORT PREPARED BY** Tracy Hamilton, Purchasing Agent

## **ATTACHMENTS**

1. Consultant Team Scope of Work
2. Consultant Team Recommendations List
3. Consultant Team Master Contract

# **Scope of Work by Specialty Area**

The following Codes and Specialty Areas (e.g., "A1 Design Engineering, Architecture and Technical Services / Civil Engineering Design," etc.) are included in this RFP. The detailed Scope of Work descriptions follow.

## **A) Design Engineering, Architecture and Technical Services**

1. Civil Engineering Design
2. Landscape Architecture, Streetscape and Park Landscape Design and Rehabilitation Design
3. Traffic Signal and Traffic Signal Systems Upgrade Design
4. Structure and Bridge Design
5. Survey
6. Architecture and Facilities Engineering Design Services
- 7.A. Environmental Planning and Consulting Services - Environmental Impact Management for Buildings
- 7.B. Environmental Planning and Consulting Services - Environmental Programs Assistance
8. Energy Engineering
9. Geotechnical, Engineering Geology, and Materials Testing Consultant Services-City Administered Development by Public Works

## **B) Project Management, Construction Management and/or Inspection Services**

## **C) Facilities Management and Engineering**

## **D) Design Plan Check**

1. Landscape Plan Check
2. Map Plan Check
3. Hydrology and Hydraulics Plan Check
4. Street Improvement Plan Check
5. Traffic Engineering Plan Check

## **E) Right-of-Way Services**

1. Acquisition Services
2. Appraisal Services

## **F) Assessment District Engineering Services**

1. Formation/Reapportionment
2. Acquisition Project Oversight/Reimbursement

## **G) Transportation Services**

1. Project Development Services
2. On-Call Transportation Planning/Engineering Services



3. Transit Planning & Operations Services
4. Traffic Modeling

#### **H) Community Development Services**

1. Planning Review Services – Discretionary Case Processing
2. Environmental Impact Analysis
3. Various General Plan Elements Preparation
4. Real Estate Financial/Economic Services
- 5.A. Property Transaction Services-General Real Estate Transaction Services
- 5.B. Property Transaction Services-Affordable Housing Appraisal Transaction Services

#### **I) Environmental Services**

1. Treatment Control BMPs
2. Pollutant Offset and Trading Programs
3. Migratory Bird Nesting

#### **J) Financial Services**

1. Financial Advisor Services

#### **K) Infrastructure Management and Services**

1. Infrastructure Management and Services
2. Materials Reports & Pavement Visual Evaluation Services

#### **L) Human Resources Services**

1. Executive Recruitment Services
2. Employment Testing and Assessment Center Development
3. Administrative Investigations
4. Human Resources Management Consulting

# Scope of Work

## A) Design Engineering, Architecture and Technical Services

### General

For specialty areas relating to Design Engineering and Architecture, consultant team members will be expected to deliver completed and approved design assignments on or ahead of approved schedules. All designs shall be prepared and submitted in a manner that ensures a complete design approved by the City Engineer with no more than three plan check submittals. The design consultant must be proactive and knowledgeable of the design, environmental, and regulations required for project acceptance. They must be an advisor, advocate, and produce a product with the best interest intended for the City within the required schedule and project budget.

All work shall be done in conformance with applicable City, State and Federal laws, latest versions of City Design Manuals, City Standard Plans, Caltrans manuals, policies, Standard Plans and Specifications APWA Standard Specifications for Public Works Construction "Greenbook," Manual of Uniform Traffic Control Devices and California Building Codes, all as revised and amended. All contract documents shall be prepared under the responsible direction and supervision of appropriate state licensed/registered professionals.

All Design Engineering and Architecture consultant team members should be able to prepare/provide construction documents as required by the specific specialty area; including but not limited to processing design approval with other regulatory agencies; researching and mapping existing utilities and coordinating utility relocations with affected utilities; preparing storm water pollution prevention plans and reports; technical specifications; Engineer's Cost Estimates and quantity take-offs.

Prepare all exhibits and plans in AutoCad (or equivalent) format consistent with the City's Street Design Manual. City projects requiring Caltrans approval will require consultant to conform to Caltrans policies and mapping standards unless directed otherwise.

Where applicable, Surveyors and Material testing firms shall abide by the California Labor Code § 1770-1781, *et seq.* regarding prevailing wage rates.

### 1. Civil Engineering Design

The scope of work includes design engineering services for streets, bike trails, storm drains, storm drain channels, land survey, and all related services. The consultant shall also provide design and specifications for traffic signals, signing, striping, signal modifications, detour plans, and traffic control where required by the scope of work. Consultant team member should be able to prepare/provide construction documents including but not limited to providing: ground and/or aerial surveys as necessary; cross sections; right-of-way engineering research/calculations, legal descriptions and mapping; geotechnical and material investigations and reports; processing design approval with other regulatory agencies; storm water design; potable water and sewer design; grading design; roadway design; traffic signal, signing, striping, stage construction, detour and traffic control design;

research and map existing utilities and coordinate utility relocations with affected utilities; prepare appropriate environmental documents obtaining project approvals; storm water pollution prevention plans and reports; technical specifications; Engineer's Cost Estimates and quantity take-offs.

## **2. Landscape Architecture, Streetscape and Park Landscape Design and Rehabilitation Design**

The scope of work includes design services for new construction or rehabilitation of: streetscapes, athletic parks, community/neighborhood park landscapes parking lot landscapes, hardscapes, trails and irrigation design, playground layout and play structure design; and all related services including but not limited to the following:

Research City documents, field review existing landscape and irrigation systems; Prepare streetscape designs including median island and parkway landscaping; prepare designs for public parks; prepare landscape and irrigation designs; prepare Habitat Restoration/Rehabilitation designs; prepare landscape irrigation systems design.

## **3. Traffic Signal and Traffic Signal Systems Upgrade Design**

The scope of work includes design engineering services for traffic signal and traffic signal systems upgrade design, and all related services including but not limited to the following:

Improvements associated with the traffic signal design; prepare signing, striping, signal modifications, detour, and traffic control design; prepare special traffic studies; and conduct signal synchronization studies (before and after synchronization travel time), HCM method for LOS as well as Orange County ICU. The consultant shall also provide general Civil Engineering design and specifications where required by the scope of work.

## **4. Structure and Bridge Design**

The scope of work includes design services concentrating on structures and bridges pursuant applicable codes and standards, including but not limited to American Association of State Highway and Transportation Officials (AASHTO), and Caltrans standards, policies and procedures and all related services.

Structure and Bridge Design consultants will be the prime consultant responsible for ensuring timely delivery of all phases of the project.

## **5. Survey**

The scope of work includes field and office surveying services for the construction of municipal improvements such as facilities, streets, traffic signals, walls, bridges, bike trails, storm drains, channels and utilities; as well as all related services including, but not limited to performing the following:

- Perpetuation of controlling monumentation in compliance with the California Business and Professions Code, Section 8771;
- GPS and other control surveys;

- Topographic and preliminary design surveys;
- Construction survey stakeout services including limits of removal, new improvements, and grade certifications;
- “As-built” surveys of constructed improvements;
- Earthwork quantity calculations;
- Boundary surveys and related documentation (e.g. corner record, record of survey);
- Title and records research for right-of-way engineering, property acquisitions, dedications, and vacations;
- Preparation of legal descriptions for easements, dedications, and leases;
- Preparation of records of survey, parcel maps, tract maps, lot line adjustments, and other survey documents;

All work is to be performed under the direct supervision and charge of a licensed California land surveyor (or qualified licensed California civil engineer) sharing an office location with the field and office personnel performing the above services.

Where applicable, prevailing wages must be paid and documented for all field personnel in accordance with the California Labor code.

## **6. Architecture and Facilities Engineering Design Services**

The scope of work includes architecture and facilities engineering design services for public facilities and/or publicly-funded facilities, and all related services including but not limited to the following:

- Architectural design for new public buildings;
- Architectural design for renovation and/or expansion of existing public buildings;
- Architectural design for Americans with Disabilities Act (ADA) upgrades;
- Heating, ventilation, refrigeration, and environmental management system design;
- Electrical, plumbing, and miscellaneous mechanical system design including alternative energy systems (e.g. solar water heating, solar photovoltaics, wind, etc.);
- Civil improvement (sewer, water, drainage, and grading) design; and
- Seismic studies and building envelope evaluations

Consultant must have a demonstrated ability to: design and prepare conceptual and master plans; prepare schematic design and construction-level design documents; prepare cost

estimates; prepare specifications and other bid documents; conduct community design charettes; prepare reports and give presentations to various public bodies, including City Council. A record of community involvement and consensus building in the design process is essential.

Consultant must have a thorough knowledge of green building principles, particularly those for the USGBC Leadership in Energy and Environmental Design (LEED™) rating system. Current City policy requires all facility new construction and rehabilitation projects exceeding 5,000 square feet to be LEED Certified, at minimum. Design projects of a smaller scope should also aim to achieve these objectives, although they may not be submitted for certification. Therefore, consultant should be able to conduct (or coordinate closely with other consultants, in conducting) all of the required design-, construction-, and post construction-phase tasks associated with documentation of the sustainable design elements incorporated in each project, following LEED guidelines.

The requirement for one or more members of a consultant team in this category to be a LEED Accredited Professional (LEED AP) is contingent upon the scope of work of future projects. For example, a small playground or plaza rehabilitation project may not require a consultant to be accredited; however, a community center renovation/expansion project would require one or multiple members of the design team to be accredited. Consultant must be at least familiar with the LEED rating system for sustainable design.

#### **7.A. Environmental Planning and Consulting Services - Environmental Impact Management for Buildings**

The scope of work includes all consulting services that evaluate, plan, and/or manage the environmental impacts of construction, rehabilitation, and ongoing operation of buildings. Consultant must have the ability to evaluate, research, and prepare reports on sustainable design practices, environmental impact metrics, and energy and environmental policy. Consultant must have a thorough knowledge of green building principles, including those for Leadership in Energy and Environmental Design Green Building Rating System (LEED™). The scope of work may also include measuring and tracking of emissions. Consultant shall have experience in building commissioning, optimizing building performance, mechanical systems review, and energy analysis of building systems. In addition, Consultant shall have a good working knowledge of the following:

- Current City of Irvine Standards and Design Manual,
- City of Irvine Sustainable Landscaping Guidelines,
- California Title 24 requirements on energy efficiency
- Irvine Build Green Program
- World Resource Institute protocol
- International Council on Local Environmental Initiatives (ICLEI)

Consultants must possess experience, formal training, and/or certification.



The selected consultant must satisfy all of the LEED prerequisites. Additionally, it is desired that the LEED consultant and related commissioning authority have the following:

- Have acted as the principal Community Authority for at least three projects during the past three years.
- Have extensive experience with the requirements and applications of the LEED rating system.
- Experienced in quality processes and statistical sampling.
- Excellent verbal and writing skills. Highly organized and able to work with management and trade contractors.
- Have extensive experience in the planning, design, construction, operation of community type facilities (e.g., community recreation buildings). Extensive field experience is required. A minimum of five years is desirable.
- Knowledgeable in test and balance of both water and air building systems.
- Experienced in energy-efficient equipment design and control strategy optimization.
- Direct experience in construction, preferably in park and community facility construction.
- LEED consultant and/or commission authority will employ the services of an energy modeler to perform basic energy modeling required to establish the LEED baseline performance and the energy consumption of the project. The modeling will be performed by a Mechanical Engineer.
- Additionally, the Consultant shall have a good working knowledge of the following:
  - Current City of Irvine Standards and Design Manual
  - City of Irvine Sustainable Landscaping Guidelines
  - California Title 24 requirements on energy efficiency
  - Irvine Build Green Program
- Prepare technical specifications; prepare Engineer's Cost Estimates and quantity take-offs; prepare all design in AutoCad (or equivalent) format.

#### **7.B. Environmental Planning and Consulting Services - Environmental Programs Assistance**

Technical and marketing assistance, recycling collection program assistance, and public outreach services, to promote effective resource management, reduction and recycling of solid waste, and energy conservation and efficiency, as consistent with the requirements and/or goals of The California Integrated Waste Management Act (AB939), The California Solid Waste Reuse and Recycling Access Act of 1991 (AB1327), The California Global Warming Solutions Act of 2006 (AB32), Mandatory Commercial Recycling (AB341),

Mandatory Organics Recycling (AB1826) and the City of Irvine Zero Waste Resolution (07-95). Consultants considered for projects limited solely to assisting, marketing or promoting solid waste management, reduction, and recycling will not be required to satisfy LEED prerequisites but familiarity with LEED standards is helpful.

## **8. Energy Engineering**

The scope of work includes all services that evaluate, design, construct, and/or manage distributed generation facilities and grid islands, energy efficiency measures and programs, and alternative and renewable energy facilities and renewable energy credits (RECs). Consultants must possess experience, formal training, and/or certification in one or more of the following areas of expertise:

- Distributed Generation - ability to evaluate, research, and prepare reports on a variety of energy supply scenarios and energy technologies for a distributed generation network that may include a large proportion of renewable energy resources and may be an isolated grid island. Consultant must also be able to prepare a request for proposal (RFP) for, and assist in the selection of, an independent power producer to own and/or manage a distributed generation network. Experience in the following is preferred:
  - Design, maintenance, or construction of large scale utility infrastructure
  - Permitting process for new power sources
  - Management of power generation, transmission, and distribution
  - Design and management of renewable/green energy resources
  - Resource planning, load calculations, and load aggregation
  - Working with appropriate regulatory agencies, utility companies, California the California Independent System Operator, California Public Utility Commissions (CPUC), California Environmental Protection Agency, South Coast Air Quality Management District (AQMD), and any other local, state, and federal government agencies with jurisdiction.
- Energy Efficiency - ability to evaluate, research, and recommend a variety of energy efficiency measures for new and existing buildings and be able to set up and manage programs to effect the most viable measures. Services could include, but are not limited to, evaluation and implementation of energy efficiency programs for existing residences, small businesses, apartments, low-income housing and government facilities. A thorough knowledge of current regional utility energy efficiency programs, other available sources of funding, and local case studies is desired. The Consultant may assist the City in compiling energy use data for existing City facilities and estimating proposed energy use for proposed facilities to include in any report designed to measure progress toward energy efficiency goals.
- Renewable Energy - ability to prepare analysis of a given use (i.e. park facility, playground, affordable housing, etc.) and propose, complete with financial calculations, suitable renewable energy choices, including, but not limited to, solar heating,

photovoltaics, wind power and geothermal power. Knowledge of, and experience in, the buying and selling of renewable energy credits.

#### **9. Geotechnical, Engineering Geology, and Materials Testing Consultant Services / City Administered Development by Public Works**

Consultants to provide Geotechnical consultant services for projects and investigations in the City related to soils, grading, slopes, and hydrogeology, including mold and hazardous material content and identification testing. Consultants shall also provide testing services for construction materials (in-site and laboratory testing).

Consultants and consultant workers assigned to City projects shall have a thorough knowledge of civil engineering principles and practices and site improvement design requirements. The City representative must approve all consultant workers assigned to City projects. Consultants or consultant workers assigned to City projects shall be licensed in the State of California as Geotechnical Engineers or Engineering Geologists.

Firms desiring to provide services for City administered, federally funded projects must maintain Caltrans Certification and complete all testing in conformance with the City's Quality Assurance Program (QAP). However, firms do not need to be Caltrans certified at the time of proposal submittal - if a firm is selected for a federally funded project during the Consultant Team contract period, they will be required to get certified by Caltrans at that time.

Where applicable, prevailing wages must be paid and documented for all field personnel in accordance with the California Labor code.

### **B) Project Management, Construction Management, and/or Inspection Services**

The scope of work includes project management, construction management, and/or inspection services for streets, bridges, bike trails, drainage improvements, parks, buildings, open space amenities, trails traffic signals, playground equipment and sports fields, and all related services including but not limited to the following:

Project and construction management consultants must be proficient in preparing Requests for Proposals for design consultant selection, develop criteria for design consultant selection, evaluate candidates and make recommendations; prepare contracts for the selected design consultants; prepare a master project budget and schedule; monitor and review design consultants' progress, budget and schedule, review plans and technical specifications for completeness and constructability; perform a pre-construction survey, prepare bidding documents; monitor and facilitate design consultants' plan checking with all pertinent agencies; prepare a master list for all plan check comments and responses; review the Engineer's Estimate for accuracy; provide value engineering reviews; provide reports for grant requirements; assist in bidding of projects; assist in Prequalification of bidders; provide response to bidders during bidding period; provide bid analysis; conduct reference check on the low bidder; conduct state license and insurance check on low bidder; make recommendation for the successful bidder; prepare contract for the successful bidder; review contract required documents from the successful bidder; conduct all aspects of construction management; review

contractor's compliance with permit requirements, review contractor's schedule; verify the contractor's as-built plans and schedule; provide as-built schedules; review contractor's monthly payment request and make recommendation for payment; coordinate the surveying, materials testing; and inspection needs of the project; may provide construction inspection, surveying, and materials testing services; monitor the inspection, surveying, and materials testing budget; review, negotiate and make recommendation for change orders; review, respond and facilitate response to Request For Information (RFI); review and facilitate submittals and shop drawings; provide and maintain logs for RFIs, change orders, submittals, Request For Quotations, Correction Notices, Stop Work Notices, and related construction documents; coordinate and facilitate coordination with utility companies and contractor; review contractor certified payroll for accuracy; provide videotape and photographic documentation of project site prior to and during construction; prepare weekly construction progress report to the City; monitor contractor's labor compliance; review contractor's safety program; prepare project punch-list; prepare all documentation needed for project closeout. Notify City if contractor deficiencies are found.

All approved project and construction management team members will be expected to perform work on the specified project for the entire duration of the project. No staff substitution is allowed. The project and construction management consultant is expected to produce complete and correct work in a timely manner that will not impact the project's schedule. The project and construction management consultant is expected to monitor his/her approved budget and notify the City of additional work outside the contracted scope of work prior to performing such additional work.

Inspection services consultants will provide inspection staff competent and knowledgeable in traffic control, construction materials and methods, storm water compliance, codes and standards. Typical duties shall include but not be limited to inspection of street improvements, buildings and bridge structure construction, earthwork grading, storm drains, drainage channels, streets, traffic signals, lighting, and landscape and irrigation projects constructed by the City.

The inspector shall ensure all work conforms to the project construction documents, City codes and ordinances including the City Grading Code and Manual, APWA "Greenbook" Standard Specifications for Public Works Construction, Caltrans Standards and Specifications, City of Irvine Standards and Design Manuals and State and Federal Building Codes related to site accessibility.

All inspections shall be carried out using City established policies and procedures. Consultant inspection staff may be located at City offices on a part or full time basis.

Services provided by consultant staff shall be of the highest quality and shall be provided in a timely and professional manner.

The consultant must be an advisor, advocate, and produce a product with the best interest intended for the City within the required schedule and project budget.

Since project, construction management, and inspection consultants can be required to work in City offices with City staff, equipment, and materials or in their own firm's offices with their own equipment, materials, and vehicle, provide both rates for the services – working in City offices and in the firm's home or field office.

## **C) Facilities Management and Engineering**

The scope of work includes facilities management, benchmarking, and engineering services for bike trails, parks, buildings, open space facilities, trails, and all related services including but not limited to the following:

The Consultant will assist the City in the collection of existing and new facility condition data, development of facility condition data standards and collection standards. The consultant will collect data and set standards for, but not limited to, the following property elements.

- Site: (building proper; approximately 50' out) utility connections and shut-offs, paving systems, stairs, retaining walls, exterior lighting, and other "landscaping" elements
- Buildings
- Exterior Systems: roofs, walls, window systems, exterior doors and structural components
- Interior Systems: walls, doors, floors and ceilings, visible structure, and finishes
- Health/Fire/Life Safety Issues
- Handicap Accessible (ADA) Requirements
- Heating, Ventilation and Air Conditioning
- Electrical and Electrical Distribution
- Plumbing Systems
- Fire Protection
- Special Construction
- Elevators
- Storm Water Management Ponds and Surface Drainage Structures
- Non-Building Infrastructure: underground utilities and exterior lighting, flagpoles, fences, gates, awnings, and other "landscaping" elements.
- Outdoor Athletic Facilities: Running Track, Baseball and Football Stadiums, Tennis Courts, Bike Trails, and Swimming Pool.
- Concrete Walkways in Parks
- Pump stations and water features

As a part of the facility data collection process, the consultant will inspect, measure and provide written reports for the conditions of the property elements listed herein.

The Scope of work will also include integration of existing facility data; provision of corrective actions, provision of up-to-date cost estimating, budgeting, and scheduling for the corrective actions; integration of updated facility condition data with existing and proposed facility management and benchmarking software systems; data sorting; deficiency prioritization; energy conservation evaluation and recommendation; facility renewal forecasting; and tracking of equipment inventory.

## **D) Design Plan Check**

### **1. Landscape Plan Check**

Consultant must be able to work closely with City of Irvine staff. Tasks include checking landscape construction documents for compliance with city codes and standards and issuing construction permits. Work includes interaction with landscape architects, engineers, developers, contractors, and city maintenance, planning and engineering staff on landscape related projects.

### **2. Map Plan Check**

Consultant must have a working knowledge of the "Subdivision Map Act," City's Subdivision Ordinance, and map checking procedures. Consultant works independently with applicant to review tentative maps, final maps, easement deeds and lot line adjustments. Consultant assures that applicant's documents comply with the Conditions of Approval as set by City staff, commissions, and the City Council. Consultant must also be able to check and review map boundaries, metes and bounds, and field check final monumentation prior to bond exoneration. Consultant will be required to review and assure that AutoCAD file submittals are complete.

### **3. Hydrology and Hydraulics Plan Check**

Consultant must have a thorough knowledge of hydrology and hydraulic principles and theories and must be familiar with the AES and WSPG software programs and their application. In addition, the consultant shall have a good working knowledge of the Orange County Hydrology Manual and the Orange County Local Drainage Manual. Consultant will be required to make independent engineering judgments and decisions, and interact with private and public sector personnel.

### **4. Street Improvement Plan Check**

The consultant must have a thorough knowledge of civil engineering principles and street design requirements. In addition, the consultant shall have a good working knowledge of the following: City of Irvine Standards and Design Manual, Caltrans Highway Design Manual, Caltrans Traffic Manual, Caltrans Standard Plans and Specifications, Orange County Hydrology Manual, Orange County Local Drainage Manual, Americans Disability Act and California Title 24 requirements on accessibility. Consultant will be required to make independent engineering judgments and decisions, and interact with private and public sector personnel.

## **5. Traffic Engineering Plan Check**

Consultant needs a good working knowledge of Traffic Engineering and Traffic Operations principles and design requirements. Consultant to perform plan checks and reviews in accordance with the City of Irvine Design Manual, City of Irvine Standard Plans, City of Irvine Technical Provisions for the installation and modification of traffic signal systems, City of Irvine Planning and Design Guidelines for Bicycle Facilities in Irvine, City of Irvine Transportation Guidelines, Caltrans Highway Design Manual, Caltrans Traffic Manual, MUCTD Manual, and the Caltrans Standard Plans and Specifications.

## **E) Right-of-Way Services**

### **1. Acquisition Services**

Consultant will provide right-of-way support to City of Irvine staff. Tasks could include assisting staff in processing various deeds and agreements resulting from new subdivisions or assessment districts/community facilities districts, and acquiring right-of-way for capital improvement projects, assessment and management of relocation benefits. Consultant will work closely with City staff. Indicate if consultant is knowledgeable and experienced with Caltrans policies and procedures relative to projects with federal funding.

### **2. Appraisal Services**

Consultant must be a certified Member of the Appraisal Institute. Indicate if the appraiser is pre-qualified to work on federally funded projects. A typical assignment is appraisal of part-takes for street widening projects.

## **F) Assessment District Engineering Services**

### **1. Formation/Reapportionment**

Review property owner petition and preliminary cost estimate, determine benefit assessment and required contributions (if any), prepare detailed description of methodology used to determine assessments, provide descriptions and assessment numbers for each property to be assessed (confirm proper ownership and address of owners). Prepare Boundary Map and Diagram (record both with County Recorder after Council approval), prepare appropriate mailings and ballot, prepare Preliminary and Final Engineer's Reports. Prepare and file Assessment Roll. Coordinate with City staff, City Financial Adviser, Land Value Appraiser, Bond Counsel, Underwriter and Underwriter Counsel. Attend Public Hearing and other meetings as directed by City staff.

### **2. Acquisition Project Oversight/Reimbursement**

Review all work of acquisition projects within assessment districts/community facilities districts in the City of Irvine from pre-design to completion of construction. Sign concurrence on all design and construction contracts and all design and construction changes orders after

determining eligibility under the specific assessment district/community facilities district. Attend pre-design and pre-construction meetings, and all public bid openings. Meet with City inspectors daily to review progress of work and help determine which change orders, or portions thereof, are assessment district/community facilities district eligible. Work with owner's representatives to resolve any disputes regarding eligibility of work. Maintain records of all concurrence letters, correspondence, requests for proposals, contracts, and Potential Changes of Work for all assessment district/community facilities district work on-going in the City. Review and approve all requests for reimbursements. Prepare and send files to City of Irvine Records Division when work is complete and fully reimbursed.

## **G) Transportation Services**

### **1. Project Development Services**

Consultant must have the ability to perform tasks related to: the preparation of traffic studies, cost estimates, impact studies, project study reports, project reports, feasibility studies, bicycle planning, pedestrian pathway planning, active transportation planning and program development, transit access studies, Transportation Demand Management strategies, and environmental documents/reports for transportation projects and/or the Authorization to Proceed (E-76) documents for Caltrans projects. Transportation Improvements requiring a Project Report shall be prepared and submitted in a bound format consistent with the City's "Guidelines for Preparation of Project Reports for Capital Transportation Projects." For projects requiring Caltrans oversight, consultant shall be familiar with Caltrans' policies and procedures.

### **2. On-Call Transportation Planning/Engineering Services**

The consultant will provide development review support to City staff, focused on transportation issues and should have a good working knowledge of the City's development review process and practice. Consultant will review, analyze and evaluate traffic impacts due to discretionary case applications and address circulation issues related to development projects. Since all projects shall be reviewed in accordance with adopted City policies and standards, the consultant shall be familiar with all related policies and standards, including the City Standards & Design Manual, City General Plan, Traffic Impact Analysis Guidelines, Transportation Guidelines and Zoning Ordinance. In addition to discretionary applications, the consultant may review and provide transportation comments on grading and construction plans. Consultant shall have the ability to research City records for prior approvals, including resolutions and conditions of approval. Consultant will review traffic study scopes of work, traffic studies and access studies in accordance with the Traffic Impact Analysis, adopted standards and industry standards. Consultant shall coordinate transportation issues and prepare transportation screencheck comments, letters, memos, staff reports and Commission/City Council presentations related to development applications. Consultant shall attend project related meetings, be responsive to project issues and maintain communication between City staff, project applicants, community members and interested parties.

### **3. Transit Planning & Operations Services**

Consultants for this service area must have the ability to evaluate, research, and prepare reports on a variety of transit services and facilities. Services could include, but are not limited:



- Fixed-Route Transit
  - Comprehensive Operational Analysis
  - Short & Long Range Transit Planning Studies
  - Transit Service and Operations Optimization
  - Service Warrants/Performance Standards
  - Service, Vehicle, and Operator Scheduling
- Specialized Transportation
  - Paratransit Operations Planning
  - Seniors/Non-Emergency Medical Transportation/Specialized Transportation Studies
  - ADA Compliance Audit
- Transit Facilities and Bus Stops
  - Bus Stop Inventories
  - Bus Stop Improvement Planning & Design Guidelines
  - Bus Stop Location and Integration
  - Transit Oriented Development
  - Transportation Facility Parking Design & Management
- Market Analysis
  - Demand Modeling
  - Ridership Projections
  - Market Research & Assessment
- Marketing
  - Marketing Plan Development
  - Outreach Services
- Data Collection
  - On-Board Surveys
  - Public Telephone, Web-Based and Intercept Surveys
  - Ridechecks
- Miscellaneous Transit
  - Develop Statements of Work for Transit Projects
  - Develop Grant Proposals for Transit Projects
  - Fare Policy Analysis
  - Operational Performance Assessments and Audits
  - Rail/Transit Connectivity Studies
  - Transit Service Coordination

#### **4. Traffic Modeling**

Consultant must have the ability to evaluate, develop, run, calibrate, validate and maintain both planning and operationally based traffic forecasting models. Consultants shall be adept at database management and have familiarity with Arc-GIS and its integration into the modeling process.

## **H) Community Development Services**

### **1. Planning Review Services - Discretionary Case Processing**

Consultants to provide professional planning services to the City of Irvine that include but are not limited to:

- Review, analyze and evaluate discretionary case applications according to City standards. Utilize City electronic and paper files to research previous approvals.
- Prepare environmental assessments, including initial studies, negative declarations, mitigated negative declarations, program EIR checklists and mitigation monitoring programs to ensure compliance with CEQA. Should a project require an Environmental Impact Report, the City would contract for preparation of that document separately through a competitive proposal process or through the list of approved consultants.
- Route plans to various City departments; consolidate comments, and present recommendations and revisions to the applicant. Work with other departments to ensure consistency of comments.
- Prepare screencheck comments, letters to applicants, and staff reports.
- Maintain communications with applicants, interested parties, property owners, homeowner associations, etc. Respond to inquiries about the project from residents and applicants.
- Prepare notices for public meetings and hearings in accordance with City and CEQA requirements.
- Attend community meetings and public hearings, as required, and present reports to various City Commissions and to the City Council.
- Manage the project schedule in accordance with the City's adopted time frames.
- Open, maintain, and close electronic and paper files in accordance with City procedures.
- Assign street names and addresses for projects as required.
- Review grading, building, and demolition plans for consistency with discretionary approvals and environmental mitigation, if appropriate.
- Provide backup staff at Development Assistance Center public information counter if necessary.
- Attend one-hour biweekly staff meetings, up to 26 per year.

## **2. Environmental Impact Analysis**

The scope of work may include any and all work efforts related to analysis of a proposed project for compliance with the California Environmental Quality Act (CEQA). This may include preparation of required technical studies, peer review of technical studies and/or complete or portions of CEQA documents prepared by others, preparation of Initial Studies, Negative Declarations, Environmental Impact Reports, and/or other CEQA related documents as needed by the City. Consultants will be expected to manage and provide quality control for all aspects of the preparation of environmental documents. Consultants are expected to attend all public meetings and hearings to discuss the environmental documents as required by the City.

## **3. Various General Plan Elements Preparation**

The scope of work may include any and all work efforts related to preparation of the various General Plan Elements and updates. This may include preparation of the document itself, required technical studies, peer review of technical studies prepared by others, preparation of Initial Studies, Negative Declarations and Environmental Impact Reports, and/or other CEQA related documents as needed by the City. Consultants will be expected to manage and provide quality control for all aspects of the preparation of the document, including environmental documentation. Consultants will be expected to attend all public meetings and hearings to discuss the document as required by the City, as well as to coordinate with applicable regional and State agencies in preparation of the document.

## **4. Real Estate Financial/Economic Services:**

- Participate in formal and informal discussions and presentations with potential developers and community officials.
- Undertake evaluation of developer proposals and provide recommendations.
- Prepare economic analysis of development proposals, including preparation of alternatives and background information.
- Review and analyze business terms and assist staff in developing counterproposals for complex real estate transactions.
- Perform proforma analysis of alternative development schemes and analyze the feasibility of each.
- Provide analysis of proposed developer/City land trade and cost sharing transactions.
- Provide assistance in analyzing options for infrastructure financing, such as assessment districts, community facilities districts, and related mechanisms.
- Provide expertise relative to development sequencing and the viability of certain components of the Orange County Great Park.
- Perform market analysis of real estate values and need for affordable housing developments.

- Other related services as requested by the City from time to time.

#### **5.A. Property Transaction Services - General Real Estate Transaction Services**

- Prepare appraisals of real estate, fixtures and equipment, relocation and loss of goodwill benefits.
- Provide full title services including title searches, title report, and recordation of legal documents.
- Provide escrow services for acquisition and disposition of real property.

#### **5.B. Property Transaction Services - Affordable Housing Appraisal Transaction Services**

Prepare land valuation appraisals to determine in lieu fees for the affordable housing ordinance; land valuation for public funding applications tied to affordable housing developments; and/or land and improvement valuation for acquisition of real estate with or without improvements.

## **I) Environmental Services**

### **1. Treatment Control BMPs**

The scope of work may include any and all work efforts related to the development of plans, specifications, treatment efficiency evaluations/projections and construction and operations and maintenance cost estimates for construction of Treatment Control BMPs at a site and/or watershed scale.

### **2. Pollutant Offset and Trading Programs**

The scope of work may include any and all work efforts related to the development of a pollutant offset and/or trading program in compliance with applicable federal, state and regional requirements for water quality pollutants related to the Newport Bay Total Maximum Daily Loads (TMDL).

### **3. Migratory Bird Nesting**

The consultant will provide inspection services and recommendations so the City's Urban Forestry program complies with the Migratory Bird Act of 1918 (reference attached, "A Guide to the Laws and Treaties of the United States for Protecting Migratory Birds"), the California Environmental Quality Act (CEQA) guidelines and the National Environmental Protection Act (NEPA) requirements.

## **J) Financial Services**

### **1. Financial Advisor Services**

The scope of work includes financial advisor services for municipal bond issues and other fiscal feasibility analysis. The financial advisor will provide independent financial advice serving the interests of the City solely. Services include, but are not limited to, the following:

Assessment District, Community Facilities District, Tax Increment, or other financing mechanisms including variable rate debt, fixed rate issues and conversions and/or pooled financings:

- Formulation of a coordinated and comprehensive plan to finance the project(s), including the development of the project schedule
- Financing structure validation
- Review all documents relating to the proposed bonds
- Assistance in negotiations with bond insurer or Letter of Credit provider, and with the sale of the bonds
- Attendance and participation at public meetings, hearings and/or workshops as the City deems necessary
- Assistance with research and analyses for pricing, including financial terms and conditions and assessing marketplace timing
- Attend the bond pre-closing, computing closing figures and assist Bond Counsel in the coordination of closing events. Provide a Closing Memorandum report and Financing Summary
- Evaluation of assessment of bond market conditions at time of bond sale
- Other financial matters
- Assist with reviews of proposals and/or prepare financial studies for the City
- Assist with the evaluation of credit enhancement alternatives pertaining to the City's variable rate debt
- Evaluate refunding opportunities
- Assist with any reviews and/or prepare financial studies for other financial matters as may be requested by the City

## **K) Infrastructure Management and Services**

### **1. Infrastructure Management and Services**

The scope of work includes infrastructure management for pavement, sidewalk, drainage facilities, signage, pavement markings, parking lots, bike trails, pathways/walkways and all related services including but not limited to the following:

Infrastructure management consultants must be proficient in providing specialized technical expertise and experience inventorying and assessing infrastructure conditions, coordinating related software implementation, including writing and providing support, upkeep and maintenance of that software; provide consistent assessment criteria and technical support; provide GIS services related to infrastructure management; build GIS layers and link all related data to the City's GIS; use cost-conscious methodologies to develop comprehensive infrastructure management programs; provide long-term management solutions; develop multi-year CIP and GIS enhancements; update infrastructure data through scheduled inspections, reporting and/or on-call services; manage infrastructure data; evaluate prior maintenance strategies; make cost-effective infrastructure management decisions; provide realistic and proactive budgetary recommendations; provide requested communication and updates; prepare and develop project scope of work; prepare a master project budget and schedule; monitor and review project status; provide enhanced rehabilitation/maintenance recommendations;

Services provided by infrastructure management and service consultant staff shall be of the highest quality and shall be provided in a timely and professional manner. All approved infrastructure management and service team members will be expected to perform work on the specified project for the entire duration of the project. No substitution is allowed. The infrastructure management and service consultant is expected to produce complete and correct work in a timely manner that will not impact the project's schedule. The infrastructure management and service consultant is expected to monitor his/her approved budget and notify the City of additional work outside the contracted scope of work prior to performing such additional work. Infrastructure management and service consultants will employ competent and knowledgeable practices, methods, codes and standards.

### **2. Materials Reports & Pavement Visual Evaluation Services**

Consultant must have ability to perform tasks related to the preparation of materials reports associated with pavement rehabilitation projects and/or pavement visual evaluation services. Services shall include, but are not limited to: core sampling, deflection analysis, performing visual condition ratings, identification of subgrade soils and engineering analysis. Services provided by consultant staff shall be of the highest quality and shall be provided in a timely and professional manner.

## **L) Human Resources Services**

### **1. Executive Recruitment Services**

Selected firms should be prepared to perform any and all tasks related to a search for and selection of a high-level executive, including but not limited to:

- Define a recruitment strategy and timeline, develop a recruitment profile and attract/research prospective candidates.
- Confer with City executives, elected and appointed officials and others regarding the duties and responsibilities of the position, minimum qualifications and evaluation criteria.
- Prepare of a professional, comprehensive and attractive Recruitment Profile.
- Recruit candidates from diverse backgrounds utilizing local, regional and national resources.
- Develop and administer a multi-layered candidate evaluation and selection process.
- Facilitate the City's interview process.
- Documentation and support of selection and non-selection recommendations.
- Background and reference checking, including financial record and criminal record if any.

## **2. Employment Testing and Assessment Center Development**

Selected firms should be prepared to perform any and all tasks related to the development of employment testing or an assessment center for sworn and non-sworn positions, including but not limited to:

- Understand the City's needs and ideal candidate
- Define testing and evaluation strategy
- Define performance dimensions
- Develop job related assessment center exercises that may include In Basket; a Group Discussion Exercise; Budgetary, Administrative, and/or Managerial Problem Analysis Exercises; Role Plays; an in-depth Background Interview, or Oral Presentation Exercises.
- Facilitate and conduct assessment center exercises
- Provide or develop written exams

It is the City of Irvine's goal to provide valid, reliable, fair and standardized tests and administration services to enable the City to maintain a qualified and diverse workforce. The City desires to adhere to testing industry standards, current testing protocols and compliance with requirements of Federal law prohibiting employment practices which discriminate on the grounds of race, color, religion, sex, and national origin.

## **3. Administrative Investigations**

The City of Irvine's Human Resources division has a need for a variety of employee relations investigative services. Selected firms shall provide timely, efficient and professional services on an-as needed, if-needed basis. The types of employee relations investigations may include, but are not limited to:

Conduct or assists with reviewing human resources operations regarding applicable federal, state and local laws and City Personnel Rules; conduct or assists with investigations regarding employee misconduct, alleged discrimination, retaliation or violations/noncompliance with the City of Irvine's Personnel Rules and applicable federal, state and local laws; conduct or assists with investigations regarding grievances; conduct or assist in conducting interviews with the parties involved and produce written, recorded, or paraphrased reports of the interviews depending upon the instructions given by the City; review agency personnel policies and practices; provide recommendations for changes to policies or procedures based on HR best practices; document findings and assisting developing recommendations and proposed corrective action plans; prepares reports.

Depending on the scope of the investigation assignment, the contractor may be required to: gather documents, medical and employment records, and obtain copies of files from other sources of information; organize and index documents in chronological order and complete chronology reports, as needed.

The firm shall maintain in current status all federal, state, and local licenses, permits, and certifications required for the operation of its business or profession as applicable to the services. The firm shall have available staff that is sufficient in number and qualifications to perform the contracted services. The firm shall meet with the City as needed to discuss project related problems that require immediate attention. The Contractor shall serve as a witness, if needed, in legal matters related to consulting services performed as part of the services. The firm shall provide services in accordance with all relevant federal, state and local laws, ordinances and regulations. The firm shall also comply with all City of Irvine Personnel Policies and Procedures. The firm shall be familiar with the City of Irvine's mandates and business. The firm shall permit representatives of the City of Irvine access to all records and activities performed by the firm as would be normally provided under the terms of the contract. The firm shall submit any subcontracts to be used in the performance of this contract for prior approval to the City of Irvine representative at least 30 days prior to the start of the new investigation.

The firm realizes that the City has a compelling need to maintain confidentiality, and further recognizes that working with the City of Irvine, or discussions with the City or its employees for such work, will place the firm in a position of special trust and confidence with access to confidential information concerning the City and its operations.

#### **4. Human Resources Management Consulting**

The City of Irvine is in need for Management Consulting services in a variety of areas, including, but not limited to:

- Conduct human resource audits
- Conduct compensation and benefits studies
- Review, develop and analyze job descriptions; conduct job audits and reclassification studies.
- Design, deliver and/or implement recruitment, selection and onboarding processes.
- Review and audit operational policies and procedures.



- Evaluate performance management practices.
- Determine appropriate training and provide administrative support to deliver such training; recommend, facilitate and/or provide training classes.
- Develop employee handbook.
- Identifying areas for improvement relating to employee relations, cost analyst, performance appraisals and organizational design.
- Identify local workforce growth, market trends, and its correlation to the City's human resources needs.

## **Attachment for Specialty Area I3**

### **A Guide to the Laws and Treaties of the United States for Protecting Migratory Birds**

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A fairly large number of international treaties and domestic laws have been enacted that provide protection for migratory birds. To help put the legal authorities into perspective, we have categorized them as primary and secondary authorities. Primary authorities are international conventions and major domestic laws that focus primarily on migratory birds and their habitats. Secondary authorities are broad-based domestic environmental laws that provide ancillary but significant benefits to migratory birds and their habitats.

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#### **Primary Federal Authorities for Migratory Birds**

For purposes of discussion, it is helpful to group the primary authorities of the United States for migratory birds into those that protect bird populations (primarily) and those that protect bird habitats.

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#### **Protecting Bird Populations: Federal Laws Table of Contents**

- Lacey Act
  - Weeks-McLean Law
  - Migratory Bird Treaty Act
  - Endangered Species Act
  - Other International Treaties
  - Other Domestic Laws
- 

#### **Lacey Act**

By the late 1800s, the hunting and shipment of birds for the commercial market (to embellish the platters of elegant restaurants) and the plume trade (to provide feathers to adorn lady's fancy hats) had taken their toll on many bird species. Passenger pigeons, whose immense flocks had once darkened the skies, were nearing extinction. Populations of the Eskimo curlew and other shorebirds had been decimated. The snowy egret and other colonial-nesting wading birds had been reduced to mere remnants of their historical populations. The Lacey Act (passed on May 25, 1900) prohibited game taken illegally in one state to be shipped across state boundaries contrary to the laws of the state where taken. The Lacey Act has become a very effective tool for enforcing the wildlife protective laws of the States and the Federal government (a detailed synopsis is available). However, in the early years of the 20th century the Act was ineffective in stopping interstate shipments, largely because of the huge profits enjoyed by the market hunters and the lack of officers to enforce the law. These early failures of the Lacey Act led to passage of the Weeks-McLean Law.

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### **Weeks-McLean Law**

The Weeks-McLean Law (which became effective on March 4, 1913) was designed to stop commercial market hunting and the illegal shipment of migratory birds from one state to another. The Act boldly proclaimed that:

All wild geese, wild swans, brant, wild ducks, snipe, plover, woodcock, rail, wild pigeons, and all other migratory game and insectivorous birds which in their northern and southern migrations pass through or do not remain permanently the entire year within the borders of any State or Territory, shall hereafter be deemed to be within the custody and protection of the Government of the United States, and shall not be destroyed or taken contrary to regulations hereinafter provided therefor.

The Weeks-McLean Law rested on weak constitutional grounds, having been passed as a rider to an appropriation bill for the Department of Agriculture, and it was soon replaced by the Migratory Bird Treaty Act of 1918.

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### **Migratory Bird Treaty Act of 1918**

Following close on the heels of the Lacey Act and the Weeks-McLean Law, the framers of the Migratory Bird Treaty Act were determined to put an end to the commercial trade in birds and their feathers that, by the early years of the 20th century, had wreaked havoc on the populations of many native bird species.

The Migratory Bird Treaty Act decreed that all migratory birds and their parts (including eggs, nests, and feathers) were fully protected.

The Migratory Bird Treaty Act is the domestic law that affirms, or implements, the United States' commitment to four international conventions (with Canada, Japan, Mexico, and Russia) for the protection of a shared migratory bird resource. Each of the conventions protect selected species of birds that are common to both countries (i.e., they occur in both countries at some point during their annual life cycle). A List of Migratory Birds protected by the Migratory Bird Treaty Act is available.

For those desiring additional information on the Migratory Bird Treaty Act, a detailed synopsis is available. That section of the United States Code pertaining to the Migratory Bird Treaty Act can also be accessed.

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### **Migratory Bird Conventions**

For synopses of the four migratory bird conventions, first jump to the List of Treaties and then, from the menu list that appears on your screen, click on the treaty or treaties of interest (your options will be **Canada, Japan, Mexico, and the Soviet Union**). A checklist of the species covered by each of the conventions is available at List of Migratory Birds.

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## **Endangered Species Act of 1973**

The relevance of this landmark legislation to migratory bird conservation needs little elaboration. For the curious, you can access the full text of the Endangered Species Act on-line. For the less curious but still interested, a detailed synopsis is available. For a full list of birds protected by the Endangered Species Act in the U.S., first click [here](#) then click on the bird icon that appears at the top of the screen. A checklist of the species protected by both the Endangered Species Act and the Migratory Bird Treaty Act is posted at [List of Migratory Birds](#).

The Endangered Species Act is also the domestic law that confirms, or implements, the United States' commitment to two international treaties that contain important provisions for the protection of migratory birds:

- CITES (the Convention on International Trade in Endangered Species of Wild Fauna and Flora)
- Pan American Convention (the Convention on Nature Protection and Wildlife Preservation in the Western Hemisphere).

CITES (the Convention on International Trade in Endangered Species of Wild Fauna and Flora)

A detailed synopsis of the CITES convention is available. A checklist of the species covered by both the CITES and the Migratory Bird Treaty Act is posted at [List of Migratory Birds](#).

Migratory Bird Treaty Act of 1918

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**Migratory Bird Treaty Act of 1918** (16 U.S.C. 703-712; Ch. 128; July 13, 1918; 40 Stat. 755) as amended by: Chapter 634; June 20, 1936; 49 Stat. 1556; P.L. 86-732; September 8, 1960; 74 Stat. 866; P.L. 90-578; October 17, 1968; 82 Stat. 1118; P.L. 91-135; December 5, 1969; 83 Stat. 282; P.L. 93-300; June 1, 1974; 88 Stat. 190; P.L. 95-616; November 8, 1978; 92 Stat. 3111; P.L. 99-645; November 10, 1986; 100 Stat. 3590 and P.L. 105-312; October 30, 1998; 112 Stat. 2956

The original 1918 statute implemented the 1916 Convention between the U.S. and Great Britain (for Canada) for the protection of migratory birds. Later amendments implemented treaties between the U.S. and Mexico, the U.S. and Japan, and the U.S. and the Soviet Union (now Russia).

Specific provisions in the statute include:

- Establishment of a Federal prohibition, unless permitted by regulations, to "pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry, or cause to be carried by any means whatever, receive for shipment, transportation or carriage, or export, at any time, or in any manner, any migratory bird, included in the terms of this Convention . . . for the protection of migratory birds . . . or any part, nest, or egg of any such bird." (16 U.S.C. 703)
- This prohibition applies to birds included in the respective international conventions between the U.S. and Great Britain, the U.S. and Mexico, the U.S. and Japan, and the U.S. and the Russia.

- Authority for the Secretary of the Interior to determine, periodically, when, consistent with the Conventions, "hunting, taking, capture, killing, possession, sale, purchase, shipment, transportation, carriage, or export of any . . . bird, or any part, nest or egg" could be undertaken and to adopt regulations for this purpose. These determinations are to be made based on "due regard to the zones of temperature and to the distribution, abundance, economic value, breeding habits, and times of migratory flight." (16 U.S.C. 704)
- A decree that domestic interstate and international transportation of migratory birds which are taken in violation of this law is unlawful, as well as importation of any migratory birds which are taken in violation of Canadian laws. (16 U.S.C. 705)
- Authority for Interior officials to enforce the provisions of this law, including seizure of birds illegally taken which can be forfeited to the U.S. and disposed of as directed by the courts. (16 U.S.C. 706)
- Establishment of fines for violation of this law, including misdemeanor charges. (16 U.S.C. 707)
- Authority for States to enact and implement laws or regulations to allow for greater protection of migratory birds, provided that such laws are consistent with the respective Conventions and that open seasons do not extend beyond those established at the national level. (16 U.S.C. 708)
- A repeal of all laws inconsistent with the provisions of this Act. (16 U.S.C. 710)
- Authority for the continued breeding and sale of migratory game birds on farms and preserves for the purpose of increasing the food supply. (16 U.S.C. 711)

The 1936 statute implemented the Convention between the U.S. and Mexico for the Protection of Migratory Birds and Game Mammals. Migratory bird import and export restrictions between Mexico and the U.S. were also authorized, and in issuing any regulations to implement this section, the Secretary of Agriculture was required to consider U.S. laws forbidding importation of certain mammals injurious to agricultural and horticultural interests. Monies for the Secretary of Agriculture to implement these provisions were also authorized.

The 1960 statute (P.L. 86-732) amended the MBTA by altering earlier penalty provisions. The new provisions stipulated that violations of this Act would constitute a misdemeanor and conviction would result in a fine of not more than \$500 or imprisonment of not more than six months. Activities aimed at selling migratory birds in violation of this law would be subject to fine of not more than \$2000 and imprisonment could not exceed two years. Guilty offenses would constitute a felony. Equipment used for sale purchases was authorized to be seized and held, by the Secretary of the Interior, pending prosecution, and, upon conviction, be treated as a penalty.

Section 10 of the 1969 amendments to the Lacey Act (P.L. 91-135) repealed the provisions of the MBTA prohibiting the shipment of wild game mammals or parts to and from the U.S. or Mexico unless permitted by the Secretary of the Interior. The definition of "wildlife" under these amendments does not include migratory birds, however, which are protected under the MBTA.

The 1974 statute (P.L. 93-300) amended the MBTA to include the provisions of the 1972 Convention between the U.S. and Japan for the Protection of Migratory Birds and Birds in Danger of Extinction. This law also amended the title of the MBTA to read: "An Act to give effect to the conventions between the U.S. and other nations for the protection of migratory birds, birds in danger of extinction, game mammals, and their environment."

Section 3(h) of the Fish and Wildlife Improvement Act of 1978 (P.L. 95-616) amended the MBTA to authorize forfeiture to the U.S. of birds and their parts illegally taken, for disposal by the Secretary of the Interior as he deems appropriate. These amendments also authorized the Secretary to issue regulations to permit Alaskan natives to take migratory birds for their subsistence needs during established seasons. The Secretary was required to consider the related migratory bird conventions with Great Britain, Mexico, Japan, and the Soviet Union in establishing these regulations and to establish seasons to provide for the preservation and maintenance of migratory bird stocks.

Public Law 95-616 also ratified a treaty with the Soviet Union specifying that both nations will take measures to protect identified ecosystems of special importance to migratory birds against pollution, detrimental alterations, and other environmental degradations. (See entry for the Convention Between the United States of America and the Union of Soviet Socialist Republics Concerning the Conservation of Migratory Birds and Their Environment; T.I.A.S. 9073; signed on November 19, 1976, and approved by the Senate on July 12, 1978; 92 Stat. 3110.)

Public Law 99-645, the 1986 Emergency Wetlands Resources Act, amended the Act to require that felony violations under the MBTA must be "knowingly" committed.

P.L. 105-312, Migratory Bird Treaty Reform Act of 1998, amended the law to make it unlawful to take migratory game birds by the aid of bait if the person knows or reasonably should know that the area is baited. This provision eliminates the "strict liability" standard that was used to enforce Federal baiting regulations and replaces it with a "know or should have known" standard. These amendments also make it unlawful to place or direct the placement of bait on or adjacent to an area for the purpose of taking or attempting to take migratory game birds, and makes these violations punishable under title 18 United States Code, (with fines up to \$100,000 for individuals and \$200,000 for organizations), imprisonment for not more than 1 year, or both. The new amendments require the Secretary of Interior to submit to the Senate Committee on Environment and Public Works and the House Committee on Resources a report analyzing the effect of these amendments and the practice of baiting on migratory bird conservation and law enforcement. The report to Congress is due no later than five years after enactment of the new law.

P.L. 105-312 also amends the law to allow the fine for misdemeanor convictions under the Migratory Bird Treaty Act to be up to \$15,000 rather than \$5000.

**Consultant Team Recommendations List  
to be Added Effective  
July 1, 2017**

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|--|--|
| 1 3QC, Inc.                              | 25 Group Delta Consultants, Inc.               |
| 2 ABS Consulting Inc.                    | 26 Harris & Associates, Inc.                   |
| 3 Albert A. Webb Associates              | 27 Hunsaker & Associates Irvine, Inc.          |
| 4 Alta Planning + Design, Inc.           | 28 Infrastructure Engineering Corporation      |
| 5 Burton Construction, Inc.              | 29 Jensen Hughes, Inc.                         |
| 6 Chambers Group, Inc.                   | 30 Kabbara Engineering                         |
| 7 Citadel CPM, Inc.                      | 31 Keyser Marston Associates, Inc.             |
| 8 Clark & Green Associates               | 32 Larry Walker Associates, Inc.               |
| 9 Clark Land Resources, Inc.             | 33 Lilley Planning Group, Inc.                 |
| 10 CPS HR Consulting                     | 34 LIN Consulting, Inc.                        |
| 11 CPSI (Property Specialists)           | 35 MGT of America Consulting, LLC              |
| 12 CSG Consultants, Inc.                 | 36 Monica L. Simpson,dba MS+MEgT Collaborative |
| 13 Cumming Construction Management, Inc. | 37 Owen Group, Inc.                            |
| 14 D. Woolley & Associates, Inc.         | 38 Padian Team Consulting, Inc.                |
| 15 David Evans and Associates, Inc.      | 39 PFM Financial Advisors LLC                  |
| 16 De Novo Planning Group                | 40 Rick Engineering Company                    |
| 17 Donnoe & Associates, Inc.             | 41 SA Associates                               |
| 18 Eco & Associates, Inc.                | 42 Spurlock Landscape Architects               |
| 19 ECORP Consulting, Inc.                | 43 T&B Planning, Inc.                          |
| 20 Evitarus, Inc.                        | 44 The "G" Crew                                |
| 21 Fehr & Peers                          | 45 Transpo Group USA                           |
| 22 Fugro Roadware, Inc.                  | 46 Valbridge Property Advisors                 |
| 23 Fugro USA Land, Inc.                  | 47 Westgroup Designs, Inc.                     |
| 24 Granite Consulting, LLC               | 48 Workplace Guardians, Inc.                   |

## Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2017 are Shown in Bold)

<b>A1 Design Engineering, Architecture and Technical Services / Civil Engineering Design</b>	
Adams Streeeter Civil Engineers	KPFF Inc. dba KPFF Consulting Engineers
Advanced Applied Engineering, Inc. dba Infrastructure Engineers	MARRS Services, Inc.
ADVANTEC Consulting Engineers, Inc.	McLean & Schultz
AECOM Technical Services, Inc.	Michael Baker International, Inc.
Alta Planning + Design	NCM Engineering Corporation
AndersonPenna Partners, Inc.	Onward Engineering
APD Consultants, Inc.	<b>Owen Group, Inc.</b>
Associated Civil & Transportation Consulting Engineering, Inc. dba Advanced Civil Technologies	PENCO Engineering, Inc.
Athalye Consulting Engineering Services, Inc.	Pfeiler & Associates Engineers, Inc.
BKF Engineers	Proactive Engineering Consultants, Inc.
C&V Consulting, Inc.	RAK Development Inc. dba Kreuzer Consulting Group
Civil Works Engineers, Inc.	<b>Rick Engineering Company</b>
CivilSource, Inc.	RRM Design Group
<b>David Evans and Associates, Inc.</b>	<b>SA Associates</b>
DC Engineering Group	SOCAL Walden, Inc., dba Walden & Associates
Derek J. McGregor, Inc. dba DMc Engineering	Stantec Consulting Services Inc.
Engineering Resources of Southern California, Inc. (ERSC) (formerly APA Engineering, Inc.)	T.Y. Lin International
Environment Planning Development Solutions, Inc. dba EPD Solutions, Inc.	Tait and Associates, Incorporated
FPL and Associates, Inc.	TKE Engineering, Inc.
Fuscoe Engineering, Inc.	TranSystems
GHD Inc.	IMEG Corp. (formerly known as TTG Engineers)
Harris & Associates, Inc.	W.G. Zimmerman Engineering, Inc.
HNTB Corporation	Ware Malcomb
Huitt-Zollars, Inc.	West Site Engineering, Inc.
<b>Hunsaker &amp; Associates Irvine, Inc.</b>	Willdan Engineering
IDS Group, Inc.	Wilson Mikami Corporation
John M. Cruikshank Consultants, Inc. dba JMC2	WRC Consulting Services, Inc.
<b>Kabbara Engineering</b>	



## Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2017 are Shown in Bold)

<b>A2 Design Engineering, Architecture and Technical Services / Landscape Architecture, Streetscape and Park Landscape Design and Rehabilitation Design</b>	
<b>Alta Planning + Design, Inc.</b>	Moore Iacofano Goltsman (MIG), Inc.
BGB Design Group (formerly Borthwick Guy Bettenhausen, Inc.)	NUVIS
Calvin R. Abe & Associates, dba AHBE Landscape Architects	PlaceWorks, Inc.
CivilSource, Inc.	<b>Rick Engineering Company</b>
<b>Clark &amp; Green Associates</b>	RJM Design Group, Inc.
Cornerstone Studios, Inc.	RRM Design Group
<b>David Evans and Associates, Inc.</b>	Schmidt Design Group, Inc.
David Volz Design	<b>Spurlock Landscape Architects</b>
Design Workshop, Inc.	Stan Smith Associates
Engineering Resources of Southern California, Inc. (ERSC) (formerly APA Engineering, Inc.)	Stantec Consulting Services Inc.
EPTDESIGN, Inc.	Summers/Murphy & Partners, Inc.
FORMA Design Inc.	Tatsumi and Partners, Inc.
Lynn Capouya, Inc.	The LCW Group Inc., dba LCW
Michael Baker International, Inc.	Troller Mayer Associates, Inc.
MLA Green, Inc. dba Mia Lehrer + Associates (MLA)	Willdan Engineering
<b>Monica L. Simpson, dba MS+MEgT Collaborative</b>	WRC Consulting Services, Inc.
<b>A3 Design Engineering, Architecture and Technical Services / Traffic Signal and Traffic Signal Systems Upgrade Design</b>	
Advanced Applied Engineering, Inc. dba Infrastructure Engineers	Iteris, Inc.
Advanced Transportation Concepts Group, Inc.	Kimley-Horn and Associates, Inc.
ADVANTEC Consulting Engineers, Inc.	KOA Corporation
AECOM Technical Services, Inc.	<b>Lin Consulting</b>
Albert Grover & Associates, Incorporated	Michael Baker International, Inc.
<b>David Evans and Associates, Inc.</b>	Stantec Consulting Services Inc.
DC Engineering Group	TKE Engineering, Inc.
DKS Associates	<b>Transpo Group USA</b>
<b>Fehr &amp; Peers</b>	TranSystems
FPL and Associates, Inc.	W.G. Zimmerman Engineering, Inc.
Hartzog & Crabill, Inc.	Willdan Engineering
Hatch Mott MacDonald, LLC	

## Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2017 are Shown in Bold)

<b>A4 Design Engineering, Architecture and Technical Services / Structure and Bridge Design</b>	
<b>ABS Consulting</b>	HNTB Corporation
AECOM Technical Services, Inc.	Michael Baker International, Inc.
Arcon Structural Engineers, Inc.	Rende Consulting Group, Inc.
Athalye Consulting Engineering Services, Inc.	T.Y. Lin International
Biggs Cardosa Associates, Inc.	Thornton Tomasetti, Inc.
Cho Design Associates, Inc.	Willdan Engineering
<b>David Evans and Associates, Inc.</b>	
<b>A5 Design Engineering, Architecture and Technical Services / Survey</b>	
Adams Streater Civil Engineers	KDM Meridian, Inc.
BKF Engineers	Kelsurveys, Inc.
Bush and Associates, Inc.	Masson & Associates, Inc.
C&V Consulting, Inc.	Michael Baker International, Inc.
Chaudhary & Associates, Inc.	PENCO Engineering, Inc.
Coast Surveying, Inc.	Pfeiler & Associates Engineers, Inc.
<b>D. Woolley &amp; Associates, Inc.</b>	Proactive Engineering Consultants, Inc.
<b>David Evans and Associates, Inc.</b>	Psomas
Derek J. McGregor, Inc. dba DMc Engineering	SOCAL Walden, Inc., dba Walden & Associates
Fuscoe Engineering, Inc.	Stantec Consulting Services Inc.
Guida Surveying, Inc.	TKE Engineering, Inc.
Huitt-Zollars, Inc.	Towill, Inc.
Hunsaker & Associates Irvine, Inc.	Wilson Mikami Corporation
Johnson-Frank & Associates, Inc.	

## Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2017 are Shown in Bold)

<b>A6 Design Engineering, Architecture and Technical Services / Architecture and Facilities Engineering Design Services</b>	
<b>ABS Consulting, Inc.</b>	Johnson Favaro, LLP
Adams Streeter Civil Engineers	KAL Architects, Inc.
AECOM Technical Services, Inc.	Kitchell/CEM Inc.
ATI Engineering Services, Inc. dba ATI Architects and Engineers	Lionakis
Black O'Dowd & Associates Inc., dba BOA Architecture	M. Arthur Gensler, Jr. & Associates
Cap Architecture Inc.	Melzer Deckert & Ruder Architects, Inc.
Choate Parking Consultants, Inc.	<b>Owen Group, Inc.</b>
Danielian Associates, Inc.	RJM Design Group, Inc.
Dougherty + Dougherty, LLP	Robert R. Coffee Architect + Associates
Gwynne Pugh Urban Studio, Inc.	RRM Design Group
HMC Group dba HMC Architects	Rubio Medina, Architect dba RM Architecture
Huitt-Zollars, Inc.	STV Construction, Inc.
IBI Group Inc.	SVA Architects, Inc.
IDS Group, Inc.	tBP/Architecture
International Parking Design	Thornton Tomasetti, Inc.
Jeff Katz Architectural Corporation	IMEG Corp. (formerly known as TTG Engineers)
<b>Jensen Hughes, Inc.</b>	Walker Parking Consultants/Engineers, Inc., dba Walker Parking Consultants and Walker Restoration Consultants
John Sergio Fisher & Associates, Inc.	<b>Westgroup Designs, Inc.</b>
<b>A7A Environmental Planning and Consulting Services - Environmental Impact Management for Buildings</b>	
<b>3QC, Inc.</b>	Engineering Economics, Inc.
DH Green Energy, Inc.	TMCx Solutions
<b>A7B Environmental Planning and Consulting Services - Environmental Programs Assistance</b>	
EcoNomics, Inc.	Michael Balliet Consulting, LLC
<b>Evitarus, Inc.</b>	MSW Consultants
HF&H Consultants, LLC	Orange County Conservation Corps
Huls Environmental Management, LLC dba Sustainable Environmental Management Company	S. Groner Associates, Inc.

## Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2017 are Shown in Bold)

<b>A8 Design Engineering, Architecture and Technical Services / Energy Engineering</b>	
DH Green Energy, Inc.	TRC Solutions, Inc.
Empowered Solutions, LLC	
<b>A9 Design Engineering, Architecture and Technical Services / Geotechnical, Engineering Geology, and Materials Testing Consultant Services - City Administered Development by Public Works</b>	
AECOM Technical Services, Inc.	Koury Engineering & Testing Inc.
AESCO Technologies Inc.	Laguna Geosciences, Inc.
American Geotechnical, Inc.	Langan Engineering and Environmental Services, Inc.
Axiom Engineering & Science Corporation	Leighton Consulting, Inc.
Earth Mechanics, Inc.	LGC Geotechnical, Inc.
<b>Eco &amp; Associates, Inc.</b>	Ninyo & Moore Geotechnical and Environmental Science Consultants
ENGEO Incorporated	NMG Geotechnical, Inc.
<b>Fugro USA Land, Inc.</b>	Petra Geosciences, Inc.
Geo-Logic Associates, Inc.	Smith-Emery Laboratories, Incorporated
GMU Geotechnical, Inc.	Tetra Tech, Inc.
<b>Group Delta Consultants, Inc.</b>	The Converse Professional Group dba Converse Consultants
Harrington Geotechnical Engineering, Inc.	Twining Consulting, Inc.
Heider Inspection Group	Willdan Engineering
Kling Consulting Group	

## Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2017 are Shown in Bold)

<b>B Project Management, Construction Management and/or Inspection Services</b>	
Abacus Project Management, Inc.	Harris & Associates, Inc.
Advanced Applied Engineering, Inc. dba Infrastructure Engineers	Heider Inspection Group
ADVANTEC Consulting Engineers, Inc.	Hill International, Inc.
AndersonPenna Partners, Inc.	Howe, Bonney & Associates
Annealta Group	HR Green California, Inc.
APSI Construction Management	Interwest Consulting Group, Inc.
Athalye Consulting Engineering Services, Inc.	<b>Jensen Hughes, Inc.</b>
Axiom Engineering & Science Corporation	Kitchell/CEM Inc.
<b>Burton Construction, Inc.</b>	KOA Corporation
Butler Engineering, Inc.	MCK Americas Inc.
CALTROP Corporation	O'Connor Construction Management Inc.
Capo Projects Group, LLC	Onward Engineering
<b>Citadel CPM, Inc.</b>	<b>Padian Team Consulting, Inc.</b>
CivilSource, Inc.	Project Dimensions, Inc.
<b>Cumming Construction Management, Inc.</b>	Project Partners, Inc.
David B. Taquino, Inc. dba Taquino Engineering	Psomas
Derek J. McGregor, Inc. dba DMc Engineering	R. Green Consulting, Inc.
DIRTONU, Inc., dba Murow CM	<b>SA Associates</b>
Dudek	Simpson & Simpson Management Consulting, Inc.
EC&AM Associates, Inc. dba GK & Associates	Stantec Consulting Services Inc.
Elizabeth Perez Consulting, LLC	STV Construction, Inc.
Engineering Resources of Southern California, Inc. (ERSC) (formerly APA Engineering, Inc.)	Swinerton Builders DBA Swinerton Management & Consulting
FCG Consultants, Inc.	SYRUSA Engineering, Inc.
Fountainhead Consulting Corporation	TELACU Construction Management, Inc.
fs3 Hodges	<b>The "G" Crew</b>
Ghirardelli Associates, Inc.	TKE Engineering, Inc.
<b>Granite Consulting, LLC</b>	Wallace & Associates Consulting, Inc.
Griffin Structures, Inc.	Willdan Engineering

## Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2017 are Shown in Bold)

<b>C Facilities Management and Engineering</b>	
<b>Burton Construction, Inc.</b>	Kitchell/CEM Inc.
ISES Corporation	Roy Jorgensen Associates, Inc.
KAL Architects, Inc.	
<b>D1 Design Plan Check / Landscape Plan Check</b>	
CivilSource, Inc.	RJM Design Group, Inc.
<b>David Evans and Associates, Inc.</b>	The LCW Group Inc., dba LCW
David Volz Design	Troller Mayer Associates, Inc.
DSL Consulting, Inc.	Willdan Engineering
FORMA Design Inc.	
<b>D2 Design Plan Check / Map Plan Check</b>	
Bureau Veritas North America, Inc.	HR Green California, Inc.
CivilSource, Inc.	Huitt-Zollars, Inc.
Coast Surveying, Inc.	Interwest Consulting Group, Inc.
CSG Consultants, Inc.	Johnson-Frank & Associates, Inc.
<b>D. Woolley &amp; Associates, Inc.</b>	KDM Meridian, Inc.
Derek J. McGregor, Inc. dba DMc Engineering	Masson & Associates, Inc.
DSL Consulting, Inc.	PENCO Engineering, Inc.
Engineering Resources of Southern California, Inc. (ERSC) (formerly APA Engineering, Inc.)	Willdan Engineering
Harris & Associates, Inc.	
<b>D3 Design Plan Check / Hydrology and Hydraulics Plan Check</b>	
Annealta Group	HR Green California, Inc.
Bureau Veritas North America, Inc.	Huitt-Zollars, Inc.
Civil Works Engineers, Inc.	Interwest Consulting Group, Inc.
CivilSource, Inc.	Masson & Associates, Inc.
Derek J. McGregor, Inc. dba DMc Engineering	PENCO Engineering, Inc.
DSL Consulting, Inc.	Stantec Consulting Services Inc.
Engineering Resources of Southern California, Inc. (ERSC) (formerly APA Engineering, Inc.)	Willdan Engineering
<b>Harris &amp; Associates, Inc.</b>	

## Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2017 are Shown in Bold)

<b>D4 Design Plan Check / Street Improvement Plan Check</b>	
Advanced Applied Engineering, Inc. dba Infrastructure Engineers	Harris & Associates, Inc.
ADVANTEC Consulting Engineers, Inc.	HR Green California, Inc.
AndersonPenna Partners, Inc.	Interwest Consulting Group, Inc.
Annealta Group	KOA Corporation
Athalye Consulting Engineering Services, Inc.	Masson & Associates, Inc.
Bureau Veritas North America, Inc.	Onward Engineering
Cho Design Associates, Inc.	PENCO Engineering, Inc.
Civil Works Engineers, Inc.	Rende Consulting Group, Inc.
CivilSource, Inc.	<b>SA Associates</b>
CSG Consultants, Inc.	TKE Engineering, Inc.
Derek J. McGregor, Inc. dba DMc Engineering	TranSystems
DSL Consulting, Inc.	West Site Engineering, Inc.
Engineering Resources of Southern California, Inc. (ERSC) (formerly APA Engineering, Inc.)	Willdan Engineering
<b>D5 Design Plan Check / Traffic Engineering Plan Check</b>	
ADVANTEC Consulting Engineers, Inc.	KOA Corporation
Annealta Group	PMK Associates, Inc.
Bureau Veritas North America, Inc.	RK Engineering Group, Inc.
DC Engineering Group	Stantec Consulting Services Inc.
Hartzog & Crabill, Inc.	TranSystems
Interwest Consulting Group, Inc.	Willdan Engineering
Iteris, Inc.	
<b>E1 Right-of-Way Services / Acquisition Services</b>	
Bender Rosenthal Inc.	Overland, Pacific & Cutler, Inc.
<b>Clark Land Resources, Inc.</b>	Paragon Partners Ltd.
<b>CPSI (Property Specialists)</b>	Security Land & Right of Way Services, Inc.
Epic Land Solutions, Inc.	Tierra West Advisors, Inc.
<b>E2 Right-of-Way Services / Appraisal Services</b>	
Bender Rosenthal Inc.	Gary L. Vogt & Associates
Elizabeth M. Kiley, Inc. dba Kiley Company	Harris Realty Appraisal
Ellis Group, Inc. dba Integra Realty Resources - Los Angeles	Lidgard and Associates, Inc.
Epic Land Solutions, Inc.	<b>Valbridge Property Advisors</b>



## Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2017 are Shown in Bold)

<b>F1 Assessment District Engineering Services / Formation / Reapportionment</b>	
<b>Albert A. Webb Associates</b>	NBS Government Finance Group, dba NBS
AndersonPenna Partners, Inc.	PENCO Engineering, Inc.
Harris & Associates, Inc.	Willdan Financial Services
<b>F2 Assessment District Engineering Services / Acquisition Project Oversight / Reimbursement</b>	
AndersonPenna Partners, Inc.	Harris & Associates, Inc.
Elizabeth Perez Consulting, LLC	
<b>G1 Transportation Services / Project Development Services</b>	
AAHK, Inc. dba AKAL Consultants	Iteris, Inc.
ADVANTEC Consulting Engineers, Inc.	KOA Corporation
AECOM Technical Services, Inc.	Land Consulting Management Corporation (Land CM Corp.)
Alta Planning + Design	LSA
Annealta Group	Michael Baker International, Inc.
Associated Civil & Transportation Consulting Engineering, Inc. dba Advanced Civil Technologies	RAK Development Inc. dba Kreuzer Consulting Group
BKF Engineers	RK Engineering Group, Inc.
CDM Smith Inc.	Stantec Consulting Services Inc.
Civil Works Engineers, Inc.	T.Y. Lin International
<b>Fehr &amp; Peers</b>	Transpo Group USA
HNTB Corporation	TranSystems
IBI Group Inc.	Urban Crossroads, Incorporated
Interwest Consulting Group, Inc.	
<b>G2 Transportation Services / On-Call Transportation Planning / Engineering Services</b>	
Iteris, Inc.	PMK Associates, Inc.
Kimley-Horn and Associates, Inc.	Stantec Consulting Services Inc.
LSA	Transportation Engineering and Planning, Inc.

## Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2017 are Shown in Bold)

<b>G3 Transportation Services / Transit Planning and Operations Services</b>	
Evitarus, Inc.	Moore & Associates, Inc.
IBI Group Inc.	Stantec Consulting Services Inc.
<b>G4 Transportation Services / Traffic Modeling</b>	
Hatch Mott MacDonald, LLC	Stantec Consulting Services Inc.
Iteris, Inc.	Urban Crossroads, Incorporated
LSA	
<b>H1 Community Development Services / Planning Review Services – Discretionary Case Processing</b>	
Civic Solutions, Inc.	Kimley-Horn and Associates, Inc.
<b>CSG Consultants, Inc.</b>	<b>Lilley Planning Group, Inc.</b>
Kapstone Planning, Inc.	SEMA Associates, LLC
<b>H2 Community Development Services / Environmental Impact Analysis</b>	
AECOM Technical Services, Inc.	ICF Jones & Stokes, Inc.
CDM Smith Inc.	<b>Infrastructure Engineering Corporation</b>
<b>Chambers Group, Inc.</b>	Kimley-Horn and Associates, Inc.
<b>De Novo Planning Group</b>	LSA
Dudek	Michael Baker International, Inc.
<b>ECORP Consulting, Inc.</b>	PlaceWorks, Inc.
Environment Planning Development Solutions, Inc. dba EPD Solutions, Inc.	<b>T&amp;B Planning, Inc.</b>
HELIX Environmental Planning, Inc.	Templeton Planning Group
Environmental Science Associates (ESA)	Tetra Tech, Inc.
FCS International, Inc., dba FirstCarbon Solutions	UltraSystems Environmental, Inc.
<b>H3 Community Development Services / Various General Plan Elements Preparation</b>	
Civic Solutions, Inc.	Michael Baker International, Inc.
Environment Planning Development Solutions, Inc. dba EPD Solutions, Inc.	PlaceWorks, Inc.
FCS International, Inc., dba FirstCarbon Solutions	RRM Design Group
Kimley-Horn and Associates, Inc.	UltraSystems Environmental, Inc.

## Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2017 are Shown in Bold)

<b>H4 Community Development Services / Real Estate Financial/Economic Services</b>	
BAE Urban Economics, Inc.	R. Green Consulting, Inc.
David Taussig & Associates, Inc.	RSG, Inc.
Keyser Marston Associates, Inc.	Tierra West Advisors, Inc.
PlaceWorks, Inc.	Willdan Financial Services
<b>H5A Community Development Services / Property Transaction Services-General Real Estate Transaction Services</b>	
RSG, Inc.	
<b>H5B Community Development Services / Property Transaction Services-Affordable Housing Appraisal Transaction Services</b>	
<b>Keyser Marston Associates, Inc.</b>	RSG, Inc.
<b>I1 Environmental Services / Treatment Control BMPs</b>	
AECOM Technical Services, Inc.	<b>Larry Walker Associates, Inc.</b>
Huitt-Zollars, Inc.	Michael Baker International, Inc.
<b>I2 Environmental Services / Pollutant Offset and Trading Programs</b>	
Larry Walker Associates, Inc.	Michael Baker International, Inc.
<b>I3 Environmental Services / Migratory Bird Nesting</b>	
AECOM Technical Services, Inc.	HELIX Environmental Planning, Inc.
<b>Chambers Group, Inc.</b>	LSA
<b>ECORP Consulting, Inc.</b>	PCR Services Corporation
Endemic Environmental Services, Inc.	UltraSystems Environmental, Inc.

## Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2017 are Shown in Bold)

<b>J1 Financial Services / Financial Advisor Services</b>	
Fieldman, Rolapp & Associates, Inc.	<b>PFM Financial Advisors LLC</b>
<b>MGT of America Consulting, LLC</b>	RSG, Inc.
Peter J. Ross dba Ross Financial	
<b>K1 Infrastructure Management and Services / Infrastructure Management and Services</b>	
Bucknam Infrastructure Group, Inc.	<b>Fugro Roadware, Inc.</b>
<b>K2 Infrastructure Management and Services / Materials Reports &amp; Pavement Visual Evaluation Services</b>	
GMU Geotechnical, Inc.	<b>Fugro Roadware, Inc.</b>
<b>L1 Human Resources Services / Executive Recruitment Services</b>	
Alliance Resource Consulting LLC	GVP Ventures, Inc., dba Bob Murray & Associates
<b>Donnoe &amp; Associates, Inc.</b>	Ralph Andersen & Associates
<b>L2 Human Resources Services / Employment Testing and Assessment Center Development</b>	
<b>CPS HR Consulting</b>	Donnoe & Associates, Inc.
<b>L3 Human Resources Services / Administrative Investigations</b>	
Barry Aninag Investigations LLC	Norman A. Traub Associates
Liebert Cassidy Whitmore	<b>Workplace Guardians, Inc.</b>
<b>L4 Human Resources Services / Human Resources Management Consulting</b>	
Carlson Dettmann Consulting, LLC	Liebert Cassidy Whitmore
<b>Donnoe &amp; Associates, Inc.</b>	Nesso Strategies
Kenning Consulting Inc.	

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (the "Agreement") is made and entered into as of June 14, 2017, by and between the CITY OF IRVINE, a municipal corporation ("City"), and \_\_\_\_\_, a (insert legal entity such as "a sole proprietorship" or "a California corporation") ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

### PART I

#### FUNDAMENTAL TERMS

- A. Location of Project:** The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.
- B. Description of Services/Goods to be Provided:** Professional Consulting Services as a City of Irvine Consultant Team member for the specialty area(s) set forth below, in accordance with PART IV, Scope of Services, included herein (reference RFP 17-1224).
- (Specialty Area(s) to be inserted)
- C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on July 1, 2017 ("Commencement Date") and shall continue through June 30, 2019 (or later to allow for completion of any project which commenced during the Term).
- D. Party Representatives:**
- D.1. The City designates the following person/officer to act on City's behalf: Portia Mina, Senior Buyer, email: pmina@cityofirvine.org
- D.2. The Contractor designates the following person to act on Contractor's behalf: \_\_\_\_\_, email: \_\_\_\_\_
- E. Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. Attachments:** This Agreement incorporates by reference the following Attachments to this Agreement:
- |      |           |                    |
|------|-----------|--------------------|
| F.1. | Part I:   | Fundamental Terms  |
| F.2. | Part II:  | General Provisions |
| F.3. | Part III: | Special Provisions |
| F.4. | Part IV:  | Scope of Services  |
| F.5. | Part V:   | Budget             |
- G. Integration:** This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements,

and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

**CITY OF IRVINE**

**(CONTRACTOR'S NAME)**

By: \_\_\_\_\_  
Director of

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

Attest:

By:

\_\_\_\_\_  
Molly McLaughlin  
City Clerk

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

  
\_\_\_\_\_  
Jeffrey Melching

**Contractor Information**

**Address for Notices and Payments:**

**Attn:**  
**Telephone:**  
**Email:**

## **PART II**

### **GENERAL PROVISIONS**

#### **SECTION ONE: SERVICES OF CONTRACTOR**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

**1.2 Changes and Additions to Scope of Services.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

**1.3 Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

**1.4 Performance to Satisfaction of City.** Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

**1.5 Instructions from City.** In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

**1.6 Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the

facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

#### **1.7 Identity of Persons Performing Work.**

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

**1.8 Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

### **SECTION TWO: INSURANCE AND INDEMNIFICATION**

**2.1 Insurance.** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1. **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.***

**D. Professional Liability Insurance** with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

**E. Evidence of Insurance:** Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

**Certificate Holder:**

City of Irvine, California  
c/o: Exigis LLC  
PO Box 4668 ECM #35050  
New York, NY 10168-4668

**F. Endorsements:** A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

**G. Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions** must be approved in writing by the City.

**H. Acceptability of Insurers.** Each policy shall be from a company with current A.M. Best's rating of A VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

**I. Insurance of Subcontractors.** Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

**2.2 Indemnification.** Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

**2.2.1** Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

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

**2.2.3** In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

### **SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES**

**3.1 Compliance with Laws.** Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

**3.2 Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

**3.3 Covenant Against Discrimination.** Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

**3.4 Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

**3.5 Covenant against Contingent Fees.** Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**3.6 Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

**3.7 Proprietary Information.** All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and



that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

**3.8 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; with the exception of contractors approved for specialty areas J1, Financial Advisor Services, and L2, Human Resources Services/Employment Testing and Assessment Center Development, who must have an office in California.
- 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 Indemnatee 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 Indemnatee.

**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. These requirements shall apply prior to submitting a proposal for a specific City project.

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 854, 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 (including maintenance work) with a value exceeding \$1,000.00 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 on any public works project. 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 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.

- 7) **Disadvantaged Business Enterprise (DBE) Program.** In accordance with the City of Irvine's federal financial assistance agreements with the U.S. Department of Transportation and Caltrans, the City of Irvine must comply with Title 49 CFR Part 26, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Further DBE requirements and forms shall be provided to Contractor on a per project basis for applicable projects. Should a subsequent let project include a DBE goal the proposer would be required to be responsive to the goal and all DBE submittal requirements.

It is the policy of the City of Irvine to ensure that minority, women, and other disadvantaged and small businesses can fairly compete for and perform on all the City of Irvine's contracts and subcontracts.

- 8) The following is added to the end of Part II, General Provisions, Section 3.3 Covenant Against Discrimination:

“Further, Contractor affirms that it will consider, and utilize subconsultants, bidders, and vendors in a manner consistent with non-discrimination objectives.”

## **PART IV**

### **SCOPE OF SERVICES**

The Scope of Services shall be established on a per project basis and in accordance with the Scope of Services set forth in RFP 17-1224 for the Specialty Area(s) for which Contractor has been approved, as set forth in PART I, Fundamental Terms, Description of Services to be Provided. Upon request by City, Contractor shall provide a detailed project proposal including pricing consistent with, or less than, those hourly rates set forth herein; such proposal shall become an exhibit to a City issued purchase order. Contractor shall not commence work until a purchase order is issued by the City authorizing such work.



## **PART V**

### **BUDGET**

Pricing for each project performed hereunder shall be determined by no greater than the hourly rates set forth in ATTACHMENT 1 (approved hourly rates from proposal) and shall remain firm for the entire two (2) year term of the Agreement.

Included in the total compensation for each project awarded 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 for each project shall be provided via City issued purchase order, and shall include 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:

**invoicessubmittal@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.

**3.5**



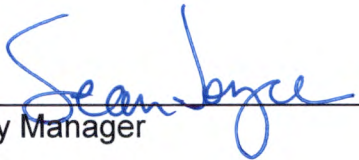


# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** JUNE 13, 2017

**TITLE:** ORANGE COUNTY CITIES ENERGY LEADER PARTNERSHIP

  
Assistant City Manager

  
City Manager

## RECOMMENDED ACTION

Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, DECLARING SUPPORT FOR AN ENERGY PARTNERSHIP, THE ORANGE COUNTY CITIES ENERGY LEADER PARTNERSHIP, BETWEEN SOUTHERN CALIFORNIA EDISON COMPANY AND SOUTHERN CALIFORNIA GAS COMPANY TO BE KNOWN AS “ENERGY PARTNERSHIP”

## EXECUTIVE SUMMARY

The City of Irvine has historically participated in an energy partnership program with local utilities, and was a founding member of the Community Energy Partnership (CEP) in the early 1990s. In 2016, the California Public Utilities Commission (CPUC) restructured the CEP in order to create local government partnerships with Orange County Cities. The City's membership was transitioned into the Orange County Cities Energy Leader Partnership (Energy Partnership) program, but a resolution formalizing this transition needs to be adopted by City Council.

Similar to the CEP, the Energy Partnership is focused on implementing energy efficiency in municipal operations and promoting energy conservation. The Energy Partnership is funded by ratepayer funds, managed by Southern California Edison (SCE) and the Southern California Gas Company (SCG). The City benefits from several services of the Energy Partnership, such as rebates, incentives and technical assistance. Participation in this program incurs no cost to the City. To formalize the City's transition to the Energy Partnership, execution of the Energy Partnership resolution is required, as presented in Attachment 1.

## COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

## ANALYSIS

Since the 1990s, the City has been a member of the CEP, a regional government partnership comprised of the following cities: Brea, Corona, Culver City, Moreno Valley, San Bernardino, Santa Clarita and Santa Monica, and SCE and SCG. The CEP was

managed by SCE and SCG, and funded by California utility ratepayer funds under the auspices of the CPUC. The CEP funded activities, such as technical assistance and energy audits, to support member cities to identify energy efficiency projects and provide assistance in pursuing utility rebates and incentives for said projects at no cost.

Over the years, the City has benefitted from its participation in the CEP by implementing projects resulting in saving over one million kilowatt hours of energy and receiving approximately \$312,000 in rebates and incentives. These projects included LED lighting retrofits, replacement of boilers, pool pumps, and pool covers that were identified through free energy audits of facilities provided by the CEP.

In 2016, the CPUC directed the utilities to restructure the government partnerships by geographic region to better achieve energy efficiency. Because the CEP member cities were dispersed across four counties (Orange, Los Angeles, Riverside, and San Bernardino), the CEP was dissolved and member cities were transitioned to local government partnerships. The City of Irvine has been transitioned to the Energy Partnership, which is also funded by utility ratepayer funds and managed by SCE and SCG, under the auspices of the CPUC. Orange County cities who are members of the Energy Partnership include Costa Mesa, Fountain Valley, Huntington Beach, Newport Beach and Westminster. In addition to Irvine, the City of Santa Ana is in the process of being transitioned to the Energy Partnership.

As a member of the Energy Partnership, the City will continue to receive the same benefits and services that were available through the CEP at no cost to the City. In addition, the City will have opportunities to learn of energy updates (i.e. new utility programs and energy-related legislation), share best practices, and receive assistance with utility rebate programs as well as potential funding for energy-related efforts. To formalize the City's transition to the Energy Partnership, execution of the partnership resolution is required, as presented in Attachment 1.

## **ALTERNATIVES CONSIDERED**

The City Council could elect to not adopt the resolution authorizing the City's participation in the Energy Partnership. This option is not recommended since the City would no longer receive the benefits and services offered by the local government partnership at no cost. In addition, if the City does not join the Energy Partnership, then the City would not be eligible for utility incentives available through the partnership.

## **FINANCIAL IMPACT**

A nominal amount of staff time is needed to participate in monthly partnership meetings.

**REPORT PREPARED BY** Angie Burgh, Senior Management Analyst

## **ATTACHMENT**

1. Resolution

## CITY COUNCIL RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA DECLARING SUPPORT FOR AN ENERGY PARTNERSHIP, THE ORANGE COUNTY CITIES ENERGY LEADER PARTNERSHIP, BETWEEN SOUTHERN CALIFORNIA EDISON COMPANY AND SOUTHERN CALIFORNIA GAS COMPANY TO BE KNOWN AS "ENERGY PARTNERSHIP"

WHEREAS, the Energy Partnership, funded by California utility ratepayer funds under the auspices of the California Public Utilities Commission, is a local government partnership that supports member agencies by providing resources and technical assistance to encourage energy conservation and efficiency in municipal operations; and

WHEREAS, the Energy Partnership representing Orange County and the City of Irvine supports "energy efficiency" initiatives, policies, and construction standards to encourage sustainable practices; and

WHEREAS, local demand for electricity has grown and it is expected that demand for electricity will continue to grow in the near future to support a growing population and economy; and

WHEREAS, residents and businesses spend significantly on energy costs, and it makes economic sense and good public policy to encourage energy efficiency in the City of Irvine and our community; and

WHEREAS, energy efficiency programs enhance our environment by improving air quality and conserving natural resources; and

WHEREAS, we encourage innovations in the way we behave, build, and incorporate energy into our everyday business and personal lives; and

WHEREAS, there is a growing movement within California communities and businesses to improve everyday practices and create more sustainable cities; and

WHEREAS, the City of Irvine has been identified by the participating Energy Partnership member cities to collaborate with Southern California Gas Company ("SCG") and Southern California Edison ("SCE"), including the Energy Partnership member cities, to encourage energy conservation in municipal operations; and

WHEREAS, the Energy Partnership brings together the City of Irvine, SCE, SCG and the Energy Partnership member agencies in a cooperative program to promote energy efficiency, regional sustainability goals, and collaboration.

## ATTACHMENT 1

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

1. That the City of Irvine supports the Energy Partnership's efforts to promote energy conservation practices in the region.
2. That the City of Irvine supports implementation of energy conservation projects as a way of meeting economic and sustainability goals.
3. That the City of Irvine will designate staff to participate in the Energy Partnership working group to review progress regularly of the City of Irvine, SCE, and SCG.
4. That the City of Irvine with the assistance of SCE and SCG, and the Energy Partnership agencies, will encourage energy and resource conservation efforts within the City of Irvine's municipal operations.

PASSED AND ADOPTED by the City Council of the City of Irvine, California at a regular meeting held this 13<sup>th</sup> day of June, 2017.

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

ATTEST:

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

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 13<sup>th</sup> day of June 2017.

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

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

3.6



## REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** JUNE 13, 2017

**TITLE:** SBA STEEL II, LLC COMMUNICATIONS SITE LEASE  
AMENDMENT

  
\_\_\_\_\_  
Director of Community Development

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

### RECOMMENDED ACTION

1. Approve an Amendment to Communications Site Lease Agreement with SBA Steel II, LLC substantially in the form as attached and authorize the City Manager or his designee to execute the Amendment to Communications Site Lease Agreement and all implementing documents.
2. Approve an Antenna Site Agreement, a sublease agreement, between SBA Steel II, LLC and Verizon Wireless substantially in the form as attached and authorize the City Manager or his designee to execute the Antenna Site Agreement and all implementing documents.

### EXECUTIVE SUMMARY

The City executed a Communications Site Lease Agreement (Lease Agreement) with Nextel Communications on September 11, 1999, for a wireless facility at Mark Daily Athletic Field. As a result of various corporate mergers and acquisitions since this facility was installed, the City's lease is now held by SBA Steel II, LLC (Lessee). Previously, the Lessee and City staff disagreed over whether the Lessee was required to obtain the City's consent prior to subleasing the facility, with each party interpreting the Lease Agreement differently. Ultimately, City staff began the process of amending the Lease Agreement to more specifically require the Lessee to obtain the City's consent before assigning interest in the Lease Agreement. In light of this revision, the Lessee has requested approval to sublease the facility to Verizon Wireless. The proposed Amendment to Communications Site Lease Agreement (Lease Amendment) updates sections of the original Lease Agreement. Additionally, the Antenna Site Agreement (Sublease Agreement) between the Lessee and Verizon Wireless is provided for approval.

### COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.



## **ANALYSIS**

The City has a lease for a wireless facility at Mark Daily Athletic Field that commenced in 1999 and runs to 2029, with current monthly rent of \$1,866.64.

The Lessee is not a direct provider of telecommunications services. It operates wireless facilities and subleases bandwidth to telecommunications companies. The wireless facility at Mark Daily Athletic Field was subleased to Sprint with City approval until 2014. The facility was then subleased to Verizon Wireless without City consent.

Since 2014, when the sublease to Verizon Wireless was discovered, staff attempted to negotiate a Lease Amendment with the Lessee to more clearly state that the Lessee must seek City approval prior to subleasing the facility. The proposed Lease Amendment includes this language along with several updates to the Lease Agreement, such as establishing a date for annual lease rate adjustments and defining an access route to the site for equipment maintenance. The Lease Amendment with these terms was prepared by the City Attorney's office and has been agreed to by the Lessee.

In addition to amending the Lease Agreement, the proposed action would also document the City's approval of the Verizon Wireless sublease.

## **ALTERNATIVES CONSIDERED**

The City Council could choose not to approve the Lease Amendment and instead find the Lessee in default of the agreement for subleasing the facility without City approval. Because the Lease Amendment clarifies the City's authority to approve this and any future subleases of equipment on City property, and because the Lessee has agreed to this change, this alternative is not recommended.

## **FINANCIAL IMPACT**

Monthly rent from this Lease Agreement in the amount of \$1,866.64 is deposited into the General Fund. This amount increases annually by the Consumer Price Index.

## **REPORT PREPARED BY**

Steve Holtz, Housing and Real Estate Administrator

## **ATTACHMENTS**

- Attachment 1: Communications Site Lease Agreement
- Attachment 2: Amendment to Communications Site Lease Agreement (Ground)
- Attachment 3: Antenna Site Agreement between SBA Steel II, LLC and Verizon Wireless

## COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This Communications Site Lease Agreement (Ground) [the "Agreement" or the "Lease"] is entered into this 11th day of March, 1999, between NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications ("Lessee"), and THE CITY OF IRVINE ("Lessor").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of a parcel of land (the "Land") located in the City of Irvine, County of Orange, State of California, commonly known as Alton Park. The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately six hundred (600) square feet of the Land and all access and utility easements, if any, (the "Premises") as described in Exhibit B annexed hereto.

2. Use. The Premises may be used by Lessee for any lawful activity in connection with the provision of wireless communications services by the Lessee. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises. Nothing herein constitutes a discretionary approval or precommits Lessor to any discretionary approval. Notwithstanding the foregoing, Lessor shall have no obligation to alter, influence or otherwise modify any permitting procedure which Lessor ordinarily administers pursuant to its permitting authority.

3. Tests and Construction. Lessee shall have the right at any reasonable time during normal business hours following the full execution of this Agreement to enter upon the Land for the purpose of: making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below).

4. Term. The term of this Agreement shall be five (5) years commencing on the date Lessee begins construction of the Lessee Facilities (as defined in Paragraph 6(a) below) or no later than six (6) months following execution of this Agreement, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for five (5) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor in writing of its intention not to renew prior to commencement of the succeeding Renewal Term.

5. Rent.

(a) Within fifteen (15) business days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00) ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at P.O. Box 19575 Irvine, CA 92623; Attention: Director of Communication Services



(b) On each annual anniversary of the Commencement Date, Lessee shall pay the then current Rent, increased by any percentage increase which occurred in the Consumer Price Index ("CPI") for "All Items - All Urban Consumers" for the Los Angeles-Anaheim-Riverside Metropolitan Statistical Area (the "Index") during the preceding one (1) year period. If the Index is discontinued or changed in such a way that it is impossible to obtain a continuous measurement of price changes, the Index shall be replaced by a comparable governmental index.

(c) As additional rent, concurrently with the construction of the Lessee Facilities, Lessee shall, at its sole expense, construct a new building upon the Land of no less than 180 square feet, the design, location and aesthetics of which shall be approved by the Lessor's Director of Community Services, or designee (the "Lessor Building"). Upon completion of construction, title to the Lessor Building shall pass to Lessor. Thereafter, Lessor shall have complete control and responsibility for the Lessor Building.

6. Facilities; Utilities; Access.

(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including an antenna attached to a light standard, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto as further described on Exhibit C ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antenna(s) to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of the Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all the Lessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall provide for separate utility service from any utility company that will provide service to the Land (including a stand-by power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be reasonably required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to Lessee, of an easement in, over, across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location reasonably acceptable to Lessor and the servicing utility company.

(c) Lessee, Lessee's employees, agents, subcontractors, and lenders shall have access, subject to reasonable public safety rules which may be adopted by the Lessor from time-to-time, to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B subject to reasonable public safety rules which may be adopted by the Lessor from time-to-time.

(d) Lessor shall maintain all access roadways from the nearest public roadway

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadways at its sole expense, except for any damage caused by Lessee's use of such roadways.

(e) Lessee shall obtain regular and customary land use approval and the necessary permits, including without limitation, conditional use permits if otherwise necessary, for any and all uses of the premises including, without limitation, the construction of the Lessee Building, the installation of antenna facilities, the installation of overhead or underground cables, conduits, and other appurtenances, and nothing herein shall constitute a waiver or discretionary approval on the part of the Lessor of any action which requires discretionary approval pursuant to otherwise applicable law.

7. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Land, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements. Upon Lessor's request, and no more than annually, Lessee shall cause to be prepared and delivered to Lessor, at Lessee's sole expense, a report from an independent laboratory or engineering consultant, the identity of which must be approved by Lessor, demonstrating actual compliance with any appropriate governmental standards.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Land if such equipment will cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period. In the event Lessor fails to comply with this paragraph, Lessee may terminate this Agreement and/or pursue any other remedies available under this Agreement at law and/or at equity.

8. Taxes. If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessee shall pay all real property taxes, assessments and deferred taxes on Premises or any possessory interest relative thereto. This provision constitutes notice to Lessee pursuant to Revenue and Taxation Code § 107.6 regarding the creation of a potential possessory interest. Lessee shall also pay as additional rent any increases in real property taxes and assessments levied against the Land as a result of the improvements constructed by Lessee on the Premises.

9. Waiver of Lessor's Lien.

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, and (iii) agrees that the Collateral

shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral, may be removed at any time without recourse to legal proceedings.

10. Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Lessee Facilities; provided the Lessee utilized due care in so seeking, or (iii) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Lessee if Lessee reasonably determines that the Premises are not appropriate for its operations for technological reasons, including, without limitation, signal interference.

11. Destruction or Condemnation. If the premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days prior to the Commencement Date. All policies shall be written by an insurance company authorized to do business in the State of California with a Best's minimum policyholder rating of "A" status or better, as rated in the most recent edition of Best's Key Rating Guide, or as otherwise approved by Lessor in the event the rating system is modified. Lessee shall furnish to Lessor a validated certificate of such insurance naming Lessor as an additional insured and providing for thirty (30) days written notice to Lessor of material change to or cancellation of the policy.

13. Waiver of Subrogation. Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. Assignment and Subletting. Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement

as set forth in Paragraph 9 above. Lessor may assign this Agreement upon written notice to Lessee subject to the assignee assuming all of Lessor's obligations herein, including, but not limited to, those set forth in Paragraph 9 above. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. Warranty of Title and Quiet Enjoyment. Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee's leasehold interest.

16. Repairs. Lessee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond lessee's control excepted.

17. Hazardous Substances.

A. Lessor, to the best of its knowledge, represents, warrants and agrees (1) that neither Lessor nor, to the best of Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal, of any Hazardous Material (as defined in Paragraph 17.B below) on, under, about or within the Property in violation of any law or regulation, and (2) that Lessor will not, and will not permit, to the best of its ability, any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. If Lessor becomes aware of a release of Hazardous Materials on Lessor's Property, Lessor shall (1) notify Lessee of such release of Hazardous Materials; and (2) promptly take any remedial action required by appropriate government authorities. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. To the best of the Lessor's knowledge shall mean to the best of the knowledge of Skip Tracy, Superintendent of Public Works, or other Manager of Public Works, or other official acting in the capacity of the Superintendent of Public Works, City of Irvine.

B. Lessee, at its sole cost and expense, shall comply with all applicable laws relating to the storage, use and disposal of hazardous, toxic or radioactive matter used, stored, brought onto, handled, generated or removed from the Property by Lessee, including without limitation those materials identified in Sections 66680 through 66685 in Title 22 of the California Administrative Code, Division 4, chapter 30 (Title 22) as amended from time-to-time (collectively, the "Hazardous Materials"), and including, but not limited to, those laws and regulations promulgated pursuant to CERCLA, RCRA, OSHA, Cal - OSHA, Proposition 65, the Hazardous Waste Control Act, the Underground Storage of Hazardous Materials Release Act, the Hazardous Materials Release Response Plans and Inventory Act, the Hazardous Substance Account Act, the Porter Cologne Water Quality Control Act and implementing regulations published by the

Environmental Protection Agency, Water Resources Control Board and Department of Health Services. On the Commencement Date, and annually thereafter at Lessor's request, Lessee shall provide to Lessor an itemized list of categories of Hazardous Materials, if any, currently in use by Lessee in connection with its operations on the Property. Lessee shall conduct all monitoring activities required or prescribed by applicable federal, state and local laws or regulations with respect to Hazardous Materials, and shall, at its own cost and expense, comply with all posting requirements of Proposition 65 or any other similarly enacted law, ordinance or regulation applicable to Lessee's use of the Property. In addition, in the event of any complaint or governmental inquiry which is attributable to acts or omissions of Lessee on the property, Lessor may require Lessee, at Lessee's sole cost and expense, to conduct specific, but reasonable, monitoring or testing activities with respect to Hazardous Materials stored, generated, used or brought onto the Property by Lessee. Lessee's monitoring programs shall be in compliance with applicable federal, state and local laws. Lessee shall be solely responsible for and shall defend, indemnify and hold Lessor and Lessor's agents and employees free and harmless from and against all claims, costs and liabilities, including attorneys' fees and costs, arising solely out of Lessee's storage, use or disposal of Hazardous Materials on the Property. Lessee shall further be solely responsible, and shall reimburse Lessor, for all costs and expenses incurred by Lessor arising out of or connected with the removal, cleanup and/or restoration work and materials necessary to bring the Property and any property adjacent to the Property affected by Hazardous Materials emanating from the Property into compliance with the applicable environmental law(s) where such noncompliance resulted solely from Lessee's storage, use or disposal of Hazardous Materials on the Property. Lessee shall further defend, indemnify and hold Lessor, Lessor's agents and employees and the Property free and harmless from and against all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or connected with such removal, cleanup and/or restoration work and materials or any remedial actions taken by Lessor pursuant hereto as a result of Lessee's breach of its obligations under this Paragraph 14. Lessee's obligations hereunder shall survive the termination of this Lease, provided however, that the cause that gives rise to such claims occurred during the term of this Lease or during Lessee's use and occupancy of the Property and which is attributable solely to the acts or omissions of Lessee or its agents, employees, customers or invitees during the term of the Lease.

Lessee shall notify Lessor and provide to Lessor a copy or copies, of the following environmental permits, legally mandated disclosures, applications, or entitlements relating to the Property and arising out of an event of contamination or release of Hazardous Materials on the Property during the term of this Lease: notices of violation, notices of compliance, citations, inquiries, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any governmental law or regulation relating to Hazardous Materials and Lessee shall report to Lessor, as soon as possible after each incident, any unusual potentially important incidents. This provision shall not require Lessee to report to Lessor routine infractions, citations or notices of weights and measures violations. In the event of a release of any Hazardous Materials into the environment from the Property, Lessee shall, as soon as possible after the release, furnish to Lessor a copy of any and all material reports relating thereto and copies of all material correspondence with governmental agencies relating to the release. Upon the request of Lessor, Lessee shall furnish to Lessor a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the property including, but not limited to, all permit applications and permits.

18. Lessee Defaults.

A. Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this lease by Lessee.

1. The vacating or abandonment of the Premises by Lessee; provided, however, Lessor acknowledges that Lessee's use of the Premises will involve the operation of automatic communications equipment which does not require the presence of persons on the Premises for such equipment's operation, that there will be extended periods of time during the term of the Lease when no persons will be present on the Premises, and that the absence of persons from the Premises shall not constitute vacation or abandonment of the Premises under the Lease.

2. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Lessee from Lessor. In the event that Lessor serves Lessee with a Notice to Pay Rent or Quit pursuant to the applicable Unlawful Detainer Statutes such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

3. The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee and other than in the event of a default in the payment of rent, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by Lessee from Lessor; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

4. (i) The making by Lessee of any general arrangement or assignment for the benefit of creditors; (ii) Lessee becomes a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within sixty (60) days, or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease where such seizure is not discharged within sixty (60) days. Provided, however, in the event that any provision of this Paragraph 18.A.4. is contrary to any applicable law, such provisions shall be of no force or effect. Notwithstanding the foregoing, any appointment, attachment or other transaction allowed pursuant to the provisions of Paragraph 9 and 14 shall not constitute a default of this Agreement.

5. The discovery by Lessor that any financial statement given to Lessor by Lessee (if applicable), any assignee of Lessee, any subtenant of Lessee, any successor in interest of Lessee or any guarantor of Lessee's obligation hereunder, and any of them, was materially false.

B. Remedies. Except as otherwise provided in this Lease, in the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

1. Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting Property, reasonable attorneys' fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided.

2. Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it become due hereunder.

3. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state wherein the property is located. Unpaid installments of rent and other unpaid monetary obligations of Lessee under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

C. If there occurs an Event of Default by Lessee, Lessor shall not have the right, prior to the termination of this Lease by a court of competent jurisdiction, to re-enter the property and/or remove persons or property from the property.

D. Default by Lessor. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor specifying wherein Lessor has failed to perform such obligations; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

E. Remedies. In the event of a Lessor default, Lessee may avail itself of any remedies available to it at law and/or equity.

F. Late Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of Rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of Rent or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within five (5) business days after such amount shall be due, then, five (5) business days after Lessee's receipt of notice from Lessor, Lessee shall pay to Lessor a late charge equal to six percent (6%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of Rent, then Rent shall automatically become due and payable quarterly in advance, rather than monthly notwithstanding Paragraph 5 or any other provision of this Lease to the contrary.



G. Lessor's Right to Inspect. Lessee agrees Lessor and the authorized representatives of Lessor shall have the right to enter Premises at all reasonable times during reasonable business hours, but only following reasonable written or telephonic notice to Lessee and when accompanied by an authorized representative of Lessee for the purpose of inspecting the Premises. Lessor shall endeavor to minimize any interference with Lessee's business on the Premises which may be occasioned by such entry. Lessor is hereby given the right to enter the Premises during other than business hours but only upon reasonable advance notice to Lessee and when accompanied by an authorized representative of Lessee to enter the property and to show the same to prospective purchasers or lenders and during the last six (6) months of the term of the Lease (or the extended term, if applicable) to exhibit the same to any prospective lessee. Lessee shall have the right to exclude certain of Lessor's agents or guests so long as Lessee gives prior written or telephonic notification to Lessor of its good faith reasons for such exclusions. Lessor shall have the right to enter the Premises for the purpose of preserving persons and/or property in the event of an emergency at any time without prior notice to Lessee; provided, however, in case of any such entry Lessor shall promptly notify Lessee of such entry in writing or telephonically as soon as practicable.

19. Conditions of Installation.

(a) To assure that wireless communication systems are as unobtrusive as possible, all wireless communication system poles and antenna shall be placed on athletic ballfields in the place of existing athletic light poles, as directed by Lessor Staff. Lessee shall be the responsible party to re-install the lights to the specifications of the original placement, or to bring them up to Lessor's standards.

(b) Poles shall be padded to the reasonable satisfaction of the Lessor Staff.

(c) Lessee, at its sole expense, shall, upon completion of the installation or upon removal, assure that the Premises are returned to the condition of the Premises prior to installation. This includes, but is not limited to, landscaping, grade, lighting levels and aiming, and utilities hook-up. Installation and removal shall not disrupt nor interfere with the normal and customary use of the fields.

(d) Subsequent to the installation of the Lessee Facilities, Lessee shall coordinate construction activities with Lessor so as to minimize any disturbance to recreational activities on the Property.

(e) Lessor shall provide a construction completion bond in the amount of one-half (1/2) of the construction cost guaranteeing all work, in a form and from a company approved by the City Attorney, to be completed to the satisfaction of the Lessor and within the defined timelines. This bond shall be posted at the time of the issuance of the building permits.

20. Should Lessee fail to remove the Lessee Facilities from the Property within thirty (30) days of the expiration or earlier termination of this Agreement, Lessor may remove and store the Lessee Facilities at Lessee's sole expense. If Lessee does not claim the Lessee Facilities, and provided that Lessor has given Lessee and any third party financing entity sixty (60) days prior written notice, the Lessee Facilities shall be deemed abandoned. Prior to commencing construction of the Lessee Facilities, Lessee shall post a performance security with Lessor in an amount approved by Lessor which amount shall be commensurate with the cost of facility removal, restoration of the Property and storage of the Lessee Facilities all as set forth in this Agreement. The aforementioned security shall be in effect for the entire term of this Agreement. Upon Lessor's request, Lessee shall adjust the amount of the performance security



to reflect any increase in the estimated cost of the obligations set forth herein. Lessee shall provide to Lessor documentation evidencing acceptance of the security obligation by a third party surety company. The aforementioned security shall be released by Lessor to the Lessee at the time the Lessee Facilities are removed from the Premises and the Property is restored.

21. Adjacent Property. Lessee agrees to indemnify, defend and hold Lessor harmless from any and all damages of any nature to improvements within or about the Premises resulting from or arising out of any construction undertaken by Lessee upon or to the Premises or of the Lessee Facilities.

22. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: Director of Communication Services  
The City of Irvine  
P.O. Box 19575  
Irvine, CA 92623

Lessee: NEXTEL OF CALIFORNIA, INC.  
17275 Derian Avenue  
Irvine, CA 92614  
Attn: Property Manager

With a copy to:

NEXTEL COMMUNICATIONS, INC.  
1505 Farm Credit Drive, Suite 100  
McLean, VA 22101  
Attn: Legal Department, Contracts Manager

Lessor or Lessee may from time-to-time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the internal laws of the State of California.

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit D will be recorded by Lessee in the official records of the County where the Land is located. In the event the Land is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Land. Lessor shall cooperate by executing documentation necessary required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(k) It is agreed and understood that this Lease contains all agreements, promises and understandings between Lessor and Lessee, and no verbal or oral agreements, promises or understandings shall or will be binding upon either Lessor or Lessee, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties hereto.

(l) The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

(m) The language of all of the parts of this Lease shall be construed simply and according to its fair meaning, and this Lease shall never be construed either for or against either party.

(n) If either party institutes any action or proceeding in court to enforce any provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the lost party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonable litigation costs and expenses.

(o) In addition to the other remedies provided for in this Lease, Lessor and Lessee shall be entitled to immediate restraint by injunction of any violation of any of the covenants, conditions or provisions herein contained if deemed appropriate by a court of competent jurisdiction.

(p) The captions of the paragraphs of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease or limit or amplify any of its terms or provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

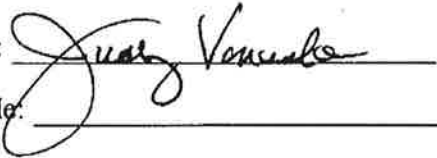
The City of Irvine

By: 

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

Date: \_\_\_\_\_

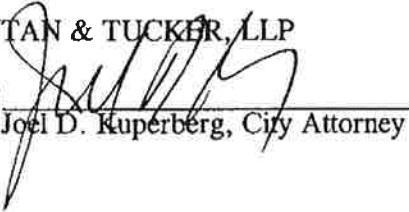
Attest:

By: 

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

Approved as to form:

RUTAN & TUCKER, LLP

By: 

Joel D. Ruperberg, City Attorney

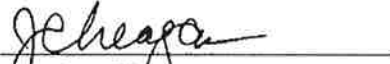
LESSEE

NEXTEL OF CALIFORNIA, INC.,  
A Delaware corporation, d/b/a  
Nextel Communications

By: 

Title: Mark B. Nelson  
Vice President of Engineering & Operations

Date: 11.12.99

By: 

Title: Vice President

Date: 11/17/99

EXHIBIT A  
DESCRIPTION OF LAND

to the Agreement dated March \_\_\_\_\_, 1999, by and between THE CITY OF IRVINE, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:

LOTS 29 THROUGH 30 OF TRACT NO. 9123 AS PER MAP FILED IN Book 365.

PAGES 29 THROUGH 38 INCLUSIVE, MISCELLANEOUS MPAS, RECORDS OF SAID COUNTY; AND

PARCELS 2 AND 3 AS SHOWN ON A MAP FILED IN BOOK 85, PAGES 42 THROUGH 44 INCLUSIVE, PARCEL MAP RECORDS OF SAID COUNTY.

RESERVING UNTO GRANTOR, its successors and assigns, together with the right to grant and transfer all or a portion of same as follows:

A. All oil, oil rights, gas, minerals, minerals rights, natural gas rights, and other hydrocarbon substances by whatsoever names known, and all products derived from any of the foregoing that may be within or under said real property, together with all necessary and convenient rights to exploration, development, production, extraction and taking of any of said substances shall be carried on at levels below the depth of five hundred (500) feet from the surface of said land by means of wells, derrick and/or other equipment from surface locations on adjoining or neighboring land, shall in no way be interpreted to include any right of entry in and upon the surface of the land hereinabove described. It is understood by the parties that the above stated reservation is exclusively subject to all restrictions and regulations concerning the drilling for and production of oil, gas, minerals, petroleum and other hydrocarbon substances which are contained in the City Charter or the municipal ordinance of the City of Irvine.

B. The right and power in the use or utilize on any of the property owned or leased by the Grantor, any and all water right or interest, in water rights no matter how acquired by the Grantor and owned or used by the Grantor in connection with or with respect to the property conveyed hereby, whether such water rights shall be riparian, overlying, appropriative, percolating, perspective or contractual, provided, however, that the reservation made herein shall not reserve to or for the benefit of the Grantor only right to enter upon the surface of the property described herein in the exercise of such rights.

and otherwise known as: Alton Park

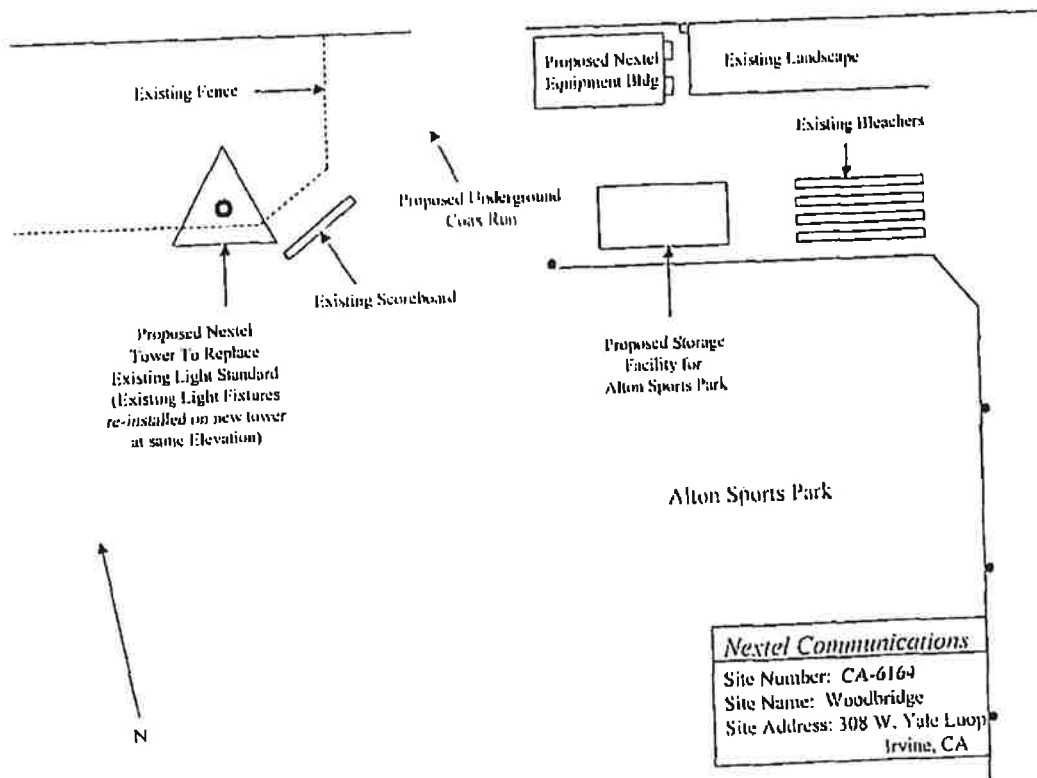
APN:



**EXHIBIT B**  
**DESCRIPTION OF PREMISES**

to the Agreement dated March \_\_\_\_\_, 1999, by and between THE CITY OF IRVINE, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, and mounting positions may vary from what is shown above.



## EXHIBIT C

### DESCRIPTION OF LESSEE FACILITIES

to the Agreement dated March \_\_\_\_\_, 1999, by and between THE CITY OF IRVINE, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Lessee Facilities are described and/or depicted as follows:

#### Woodbridge CA-6164

##### Equipment inside the Shelter

Description	Quantity
EBTS Control Rack(ISC)	1
RF Distribution Rack	3
Additional Expansion Rack	2
PCP Power Plant	1
Battery	12
Rectifier	4
Controller	2
Smart CSU	1
RF Combiners	6
Base Radio	24
Air Conditioner	2
Jumper Cable	15x16'
Polyphaser Rack	1
Polyphasers	15

##### Equipment on the Light Structure

Description	Quantity
Antenna(DB844H90)	12
Top Jumper Cable	12x15'
Main Feedline(7/8")	15x80'
GPS Antenna	2
Test Mobile Antenna	1
Grounding Kits	36
Hoisting Gnp	12



**EXHIBIT D**

**MEMORANDUM OF AGREEMENT**

CLERK: Please return this document to: NEXTEL OF CALIFORNIA, INC.  
P.O. Box 18138  
Irvine, CA 92623-8138  
Attn.: Property Manager

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by and between THE CITY OF IRVINE, with an office at P. O. Box 19575, Irvine, CA 92623 (hereinafter referred to as "Lessor"), and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, with an office at P. O. Box 18138, Irvine, CA 92623-8138 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement (Ground) ["Agreement"] on the \_\_\_\_ day of March 1999, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The term of the Agreement is for five (5) years commencing on \_\_\_\_\_, 1999, and ending on \_\_\_\_\_, 2004, with five (5) successive five (5) year options to renew.

3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:  
THE CITY OF IRVINE

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

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

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

Date: \_\_\_\_\_

LESSEE:  
NEXTEL OF CALIFORNIA, INC.,  
a Delaware corporation, d/b/a Nextel  
Communications

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

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

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

Date: \_\_\_\_\_





STATE OF CALIFORNIA

COUNTY OF ORANGE

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his authorized capacity, and  
that by his signature on the instrument, the person, or the entity upon behalf of which the person  
acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires:

STATE OF CALIFORNIA

COUNTY OF ORANGE

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his authorized capacity, and  
that by his signature on the instrument, the person, or the entity upon behalf of which the person  
acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires:



## AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

THIS AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) (this "**Amendment**") is made and entered into as of April \_\_, 2017 by and between the CITY OF IRVINE, a California charter city ("**Lessor**"), and SBA STEEL II, LLC, a Florida limited liability company ("**Lessee**").

### RECITALS

A. Lessor and Nextel of California, Inc. DBA Nextel Communications ("**Nextel**") entered into that certain Communications Site Lease Agreement (Ground) (the "Agreement" or the "**Lease**") on or about March 11, 1999. Lessee is the current "lessee" under the Agreement.

B. Lessor and Lessee desire to amend the Agreement to modify certain terms as set forth in this Amendment.

### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Agreement as follows:

1. **Incorporation; Defined Terms.** The Agreement is hereby incorporated into this Amendment by this reference. All capitalized terms used and not otherwise defined in this Amendment, but defined in the Agreement, shall have the same meaning in this Amendment as in the Agreement.
2. **Premises.** Section 1 of the Agreement amended in its entirety and replaced as follows.

LESSOR is the owner of that certain real property located at 308 W. Yale Loop in the City of Irvine, County of Orange, State of California (the "**Land**"), which is legally described in **Exhibit A** attached hereto and made part of this Agreement. LESSOR hereby leases to LESSEE a portion of the Land being described as two parcels of ground space, collectively measuring approximately six hundred (600) square feet) (the "**Land Space**"), as more particularly described in **Exhibit B-1** and depicted on **Exhibit B-2**, both attached hereto and made a part hereof, for the installation operation, and maintenance of a wireless telecommunications facility.

During the Term of the Lease, LESSOR separately provides LESSEE with an irrevocable non-exclusive access licenses and utility licenses ("**Non-Exclusive Access and Utility Licenses**"), during the term of this Agreement for (i) a non-exclusive right for vehicular and pedestrian ingress and egress, seven (7) days a week twenty-four (24) hours a day over a twenty foot wide (20') wide

license area designated “Vehicular/Pedestrian Access License Area” as more particularly described on Exhibit B-1 and depicted on Exhibit B-2, and (ii) a twenty foot (20') wide access license area for the underground installation and maintenance of utility wires, cables, conduits, and pipes extending to and from the Land Space, in the area designated “Utility Access License Area” as more particularly described in Exhibit B-1 and depicted on Exhibit B-2. The Land Space and Non-Exclusive Access and Utility Licenses are hereinafter collectively referred to as the “Premises”, being more particularly described and depicted in Exhibit B-1 and Exhibit B-2 attached hereto.

3. All references in the Agreement to Exhibit B shall be replaced with Exhibits B-1 and B-2 attached to this Amendment.

4. Assignment and Subletting. Section 14 of the Agreement amended in its entirety and replaced as follows.

Lessee may not assign, or otherwise transfer all or any part of its interest, in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent company, or any subsidiary or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Lessee shall provide Lessor written notice of any assignment of its interest in this Agreement to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, within thirty (30) days from the date of the assignment. Lessor may assign this Agreement upon written notice to Lessee subject to the assignee assuming all of Lessor's obligations herein, including, but not limited to, those set forth in Paragraph 9 above. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agency on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. For the purposes of this paragraph, the phrase “any of its interest” includes, but is not limited to, the entering into of subleases.

5. Insurance. Section 12 of the Agreement is replaced in its entirety as follows:

a. LESSEE shall maintain Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 or its substantial equivalent 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 covered liability arising out of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to the effect it will:

i. 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 this Agreement.

ii. Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City as regards LESSEE operations.

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. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to the effect it will:

i. Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of this Agreement.

c. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the LESSEE providing any service in the performance of this agreement. Such insurance shall be endorsed to:

i. Waive the insurer's right of Subrogation against the City and City Personnel.

6. **Interference.** Section 7 of the Agreement is replaced in its entirety as follows:

**INTERFERENCE.** LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with existing industry and regulatory standards to any equipment of LESSOR or other lessees of the Land which: (1) existed as of the Commencement Date and/or (2) is later installed by LESSOR and concerns LESSOR's emergency broadcast activities. Notwithstanding the preceding sentence, the

Parties recognize and agree that LESSOR will utilize reasonable efforts to ensure that future installations of emergency communications equipment on the Land does not interfere with LESSEE's equipment. In the event any of LESSEE's equipment causes the interference referenced above, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue; provided, however, that upon prior written notice to LESSEE, LESSOR may temporarily take such steps as are necessary with regard to any LESSEE equipment to address immediate public safety needs. Subject to the limitations contained herein, LESSEE understands and acknowledges that LESSOR may use the Land, or any portion of it, for its own purposes and/or lease the Land, or any portion thereof, to other parties for purposes that include but are not limited to the installation of additional communications facilities. LESSEE and LESSOR understand, acknowledge and agree that LESSOR and/or any other tenants of any portion of the Land who currently have or in the future take possession of any portion of the Land outside of the Premises will be permitted to install equipment that is of the type and frequency which will not cause harmful interference, as measured in accordance with then existing industry and regulatory standards to the then existing equipment of LESSEE. In the event any of LESSOR's or its other tenants' equipment causes the interference referenced above, and after LESSEE has notified LESSOR in writing of such interference, LESSOR will take all commercially reasonable steps necessary to correct and eliminate the interference within a reasonable time, including but not limited to making the necessary demands on the other tenants in question that may be causing said interference. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. In addition, all operations by LESSEE shall be in compliance with all Federal Communications Commission ("FCC") requirements. Upon LESSOR'S request, and no more than annually LESSEE shall cause to be prepared and delivered to LESSOR, at LESSEE'S sole expense, a report from an independent laboratory or engineering consultant, the identity of which must be approved by LESSOR,

demonstrating actual compliance with any appropriate governmental standards.

7. **Section 6(c) is replaced in its entirety as follows:**

Lessee, Lessee's employees, agents, contractors, subcontractors, Approved Sublettors, and lenders shall have access, subject to reasonable public safety rules which may be adopted by the Lessor from time-to-time, to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, Approved Sublettors, and contractors, a non-exclusive right and license for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B, referred to as the Non-Exclusive Access and Utility License Area, subject to reasonable public safety rules which may be adopted by the Lessor from time-to-time. Lessee must provide written notice to Lessor before it accesses the Premises for any scheduled access, maintenance, installation, or for any other purpose at least three business days prior to the scheduled access. In the event that Lessee wishes to access the Premises due to a sudden emergency, Lessee may access the Premises without prior notice to Lessor, subject to reasonable public safety rules which may be adopted by the Lessor from time-to-time. However, Lessee must then provide written notice of such emergency access to Lessor within five (5) business days after the emergency access occurred.

8. **Miscellaneous.**

a. Effect of Amendment. Except to the extent the Agreement is modified by this Amendment, the remaining terms and provisions of the Agreement shall remain unmodified and in full force and effect. In the event of conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.

b. Entire Agreement. This Amendment embodies the entire understanding between the Lessor and Lessee with respect to its subject matter and can be changed only by an instrument in writing signed by Lessor and Lessee.

c. Counterparts. This Amendment may be executed in counterparts, including facsimile counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Amendment.

d. Authority. Each individual executing this Amendment for Lessee represents that he or she is duly authorized to execute and deliver this Amendment for Lessee and that the Amendment is binding upon Lessee in accordance with its terms.

[SIGNATURES ON NEXT PAGE]

**LESSOR:**  
**THE CITY OF IRVINE,**  
a Charter City

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

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

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

Date: \_\_\_\_\_

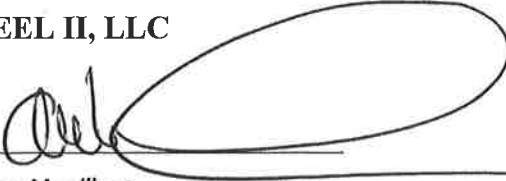
APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

  
\_\_\_\_\_  
Jeffrey T. Melching, City Attorney

[[LESSEE SIGNATURE ON NEXT PAGE]]

**LESSEE:**

**SBA STEEL II, LLC**

By:   
Name: Alyssa Houlihan  
Title: Vice President, Site Leasing



# EXHIBIT B-1

## SURVEYOR'S NOTES

1. The benchmark used for this project is Orange County vertical control point #31-115-B2, NAVD 88, a 3-3/4" aluminum disk set in the Southwesterly corner of a 4 foot by 11 foot concrete catch basin. Monument is located in the Easterly corner of the intersection of Alton Parkway and Culver Drive, 46 feet Northeasterly of the centerline of Alton Parkway and 91.5 feet Southeasterly of the centerline of Culver Drive.

Elevation=71.793 (NAVD 88.)

2. This survey does not constitute a boundary retracement survey; the distinct bold boundary line shown hereon was calculated from a Parcel Map recorded in Book 85, Pages 42-44, records of Orange County.

3. The basis of bearings for this survey is a line between Orange County horizontal control stations "SACY" and "OEOC." The bearing of said line is North 80°43'39" East.

4. The basis of coordinates for this survey is the California State Plane Coordinate System, Zone 6, constrained locally between Orange County horizontal control stations "SACY" and "OEOC," per the 2007.00 epoch adjustment published by said county.

SACY (grid)	OEOC (grid)
N-2218015.22	N-2225550.03
E-6061433.12	E-6107584.60

SACY (ground)	OEOC (ground)
N-2218015.84	N-2225550.85
E-6061432.42	E-6107585.13

5. Coordinates and distances on this survey have been converted to ground. To convert coordinates to grid, scale about point #100 (shown hereon) by a factor of 0.999973366.

6. Center of tower coordinates:  
N-33°40'51.8902"  
W-117°48'33.1549"

7. Easement to Pacific Telephone and Telegraph Company, recorded October 24, 1973 in Book 10959 Page 909, records of Orange County, could not be plotted using the supplied documents.

## PARENT PARCEL DESCRIPTION (AS PROVIDED)

Property located in Orange County, CA

A Leasehold Estate, said leasehold being a portion of the following described parent parcel:

Parcels 2 and D as shown on a map filed in Book 85, Pages 42 through 44 inclusive, Parcel Maps, Records of said County.

Tax Parcel No. 452-012-04



AS-BUILT SURVEY

308 W. Yale Loop  
Irvine, CA 92604

SITE ID#: CA45427-A  
SITE NAME: WOODBRIDGE 2



SBA Network Services, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487-1307

## FLOOD ZONE

By scaled map location and graphic plotting only, the subject property appears to be entirely in Zone (X Unshaded) Areas determined to be outside the 0.2% annual chance floodplain according to the Flood Insurance Rate Map for the County of Orange, Community Panel No. 06059C0281C, Effective Date December 3, 2009.

## ENCROACHMENTS

At the time of survey there were no visible encroachments onto or beyond the subject property.

## CERTIFICATION

I, Alan C. Hillwig, PLS, a California State Registered Professional Land Surveyor, License No. 5137, hereby certify to SBA Steel II, LLC the following:

Latitude and Longitude values for the center of the above-referenced tower are accurate to within +/- 15 feet horizontally.

HORIZONTAL DATUM: NAD83

LATITUDE NORTH 33° 40' 51.8902"  
LONGITUDE WEST 117° 48' 33.1549"

By: \_\_\_\_\_  
Alan C. Hillwig, PLS  
California Professional Land Surveyor No. 5137  
Registration Expiration 06.30.17  
Date of Survey: September 28, 2016

Certa Tower  
Services LLC

P.O. Box 3659  
Cuyahoga Falls, Ohio  
44223-2551  
ordars@certatower.com  
Tel (330) 701-5850



Note: This survey does not represent a boundary survey of the parent parcel.

Drawn By: ESJ	Scale: None
Date: 9/27/16	Sheet: 1 of 4
Certa Project No. 1116	

**LEASE AREA "A" (AS SURVEYED)**

In the County of Orange, State of California, being portion of Parcel D as shown on Map Book 85, Page 42 through 44, Records of Orange County, being more particularly described as follows:

Commencing at the intersection of the centerlines of Culver Drive and Alton Parkway, as shown on aforementioned Map Book 85, Pages 42 through 44; thence along said centerline of Culver Drive, North 40°37'46" East, a distance of 502.02 feet; thence, departing said centerline South 49°57'17" East, a distance of 69.00 feet to a point along the Southeastly Right-of-Way line, also being the most Northerly corner of said Parcel D; thence continuing South 40°37'46" East, along the Northeastly line of Parcel D, a distance of 379.26 feet; thence, 26.05 feet along an arc with a radius of 916.00 feet; with a delta angle of 1°37'46", with a chord bearing and distance of South 50°46'10" East, 26.05 feet; thence departing said Northeastly line, South 37°45'11" West, a distance of 4.11 feet to the Point of BEGINNING;

Thence South 52°14'49" East, a distance of 10.00 feet;  
Thence South 37°45'11" West, a distance of 10.00 feet;  
Thence North 52°14'49" West, a distance of 10.00 feet;  
Thence North 37°45'11" East, a distance of 10.00 feet to the point of BEGINNING.

Contains 0.002 acres (100 square feet) more or less.

**LEASE AREA "B" (AS SURVEYED)**

In the County of Orange, State of California, being portion of Parcels A & D as shown on Map Book 85, Page 42 through 44, Records of Orange County, being more particularly described as follows:

Commencing at the intersection of the centerlines of Culver Drive and Alton Parkway, as shown on aforementioned Map Book 85, Pages 42 through 44; thence along said centerline of Culver Drive, North 40°37'46" East, a distance of 502.02 feet; thence, departing said centerline South 49°57'17" East, a distance of 69.00 feet to a point along the Southeastly Right-of-Way line, also being the most Northerly corner of said Parcel D; thence continuing South 40°37'46" East, along the Northeastly line of Parcel D, a distance of 379.26 feet; thence, 26.05 feet along an arc with a radius of 916.00 feet; with a delta angle of 1°37'46", with a chord bearing and distance of South 50°46'10" East, 26.05 feet; thence departing said Northeastly line, South 37°45'11" West, a distance of 4.11 feet; thence South 52°14'49" East, a distance of 10.00 feet; thence North 52°14'49" West, a distance of 10.00 feet; thence North 37°45'11" East, a distance of 12.02 feet; thence South 55°18'48" East, a distance of 112.11 feet; thence South 67°10'15" East, a distance of 37.05 feet; Thence North 29°24'41" East, a distance of 13.88 feet; thence South 60°35'19" East, a distance of 12.00 feet; thence North 29°24'41" East, a distance of 3.00 feet to the Point of BEGINNING;

Thence South 60°35'19" East, a distance of 25.00 feet;  
Thence South 29°24'41" West, a distance of 20.00 feet;  
Thence North 60°35'19" West, a distance of 25.00 feet;  
Thence North 29°24'41" East, a distance of 20.00 feet to the point of BEGINNING.

Containing 0.011 acres (500 square feet) more or less.

**NON-EXCLUSIVE ACCESS & UTILITY (AS SURVEYED)**

In the County of Orange, State of California, being portion of Parcels 2, A, & D as shown on Map Book 85, Page 42 through 44, Records of Orange County, being more particularly described as follows:

Commencing at the intersection of the centerlines of Culver Drive and Alton Parkway, as shown on aforementioned Map Book 85, Pages 42 through 44; thence along said centerline of Culver Drive, North 40°37'46" East, a distance of 502.02 feet; thence, departing said centerline South 49°57'17" East, a distance of 69.00 feet to a point along the Southeastly Right-of-Way line, also being the most Northerly corner of said Parcel D; thence continuing South 40°37'46" East, along the Northeastly line of Parcel D, a distance of 379.26 feet; thence, 26.05 feet along an arc with a radius of 916.00 feet; with a delta angle of 1°37'46", with a chord bearing and distance of South 50°46'10" East, 26.05 feet; thence departing said Northeastly line, South 37°45'11" West, a distance of 24.11 feet; thence South 52°14'49" East, a distance of 10.00 feet to the Point of BEGINNING;

thence North 37°45'11" East, a distance of 12.02 feet;  
thence South 55°18'48" East, a distance of 112.11 feet;  
thence South 67°10'15" East, a distance of 37.05 feet;  
thence North 29°24'41" East, a distance of 13.88 feet;  
thence South 60°35'19" East, a distance of 12.00 feet;  
thence South 29°24'41" West, a distance of 17.00 feet;  
thence South 60°35'19" East, a distance of 25.00 feet;  
thence North 29°24'41" East, a distance of 2.20 feet;  
thence South 49°47'04" East, a distance of 70.12 feet;  
thence South 49°47'04" East, a distance of 8.50 feet;  
thence South 20°32'50" West, a distance of 113.15 feet;  
thence South 36°36'23" West, a distance of 21.23 feet;  
thence North 53°23'37" West, a distance of 8.00 feet;  
thence South 36°36'23" West, a distance of 78.52 feet;  
thence South 53°23'37" East, a distance of 30.66 feet;  
thence North 53°23'37" West, a distance of 30.66 feet;  
thence South 36°36'23" West, a distance of 14.10 feet;  
thence North 53°23'37" West, a distance of 30.66 feet;  
thence South 36°36'23" West, a distance of 14.10 feet;  
thence North 53°23'37" East, a distance of 30.66 feet;  
thence South 36°36'23" West, a distance of 12.00 feet;  
thence North 53°23'37" East, a distance of 30.66 feet;  
thence South 36°36'23" West, a distance of 171.45 feet;  
thence North 53°23'37" West, a distance of 30.66 feet;  
thence South 36°36'23" West, a distance of 25.57 feet;  
thence North 35°55'47" West, a distance of 44.72 feet;  
thence North 36°36'23" East, a distance of 183.60 feet;  
thence North 36°36'23" East, a distance of 135.03 feet;  
thence North 20°32'50" East, a distance of 104.73 feet;  
thence North 49°47'04" West, a distance of 67.49 feet;  
thence North 60°35'19" West, a distance of 25.00 feet;  
thence North 67°10'15" West, a distance of 40.97 feet;  
thence North 55°18'48" West, a distance of 114.00 feet to the point of BEGINNING.

Contains 0.246 acres (10,726 square feet) more or less.

LINE	BEARING	DISTANCE
L1	N 37°45'11" E	10.00'
L2	S 52°14'49" E	10.00'
L3	S 37°45'11" W	10.00'
L4	N 52°14'49" W	10.00'
L5	N 37°45'11" E	12.02'
L6	S 55°18'48" E	112.11'
L7	S 67°10'15" E	37.05'
L8	N 29°24'41" E	13.88'
L9	S 60°35'19" E	12.00'
L10	S 29°24'41" W	17.00'
L11	S 60°35'19" E	25.00'
L12	N 29°24'41" E	2.20'
L13	S 49°47'04" E	70.12'
L14	S 20°32'50" W	113.15'
L15	S 36°36'23" W	21.23'
L16	N 53°23'37" W	8.00'
L17	S 36°36'23" W	78.52'
L18	S 53°23'37" E	30.66'
L19	S 36°36'23" W	12.00'
L20	N 53°23'37" W	30.66'
L21	S 36°36'23" W	14.10'
L22	S 53°23'37" E	30.66'
L23	S 36°36'23" W	12.00'
L24	N 53°23'37" W	30.66'
L25	S 36°36'23" W	171.45'
L26	S 53°23'37" E	30.66'
L27	S 36°36'23" W	25.57'
L28	N 35°55'47" W	44.72'
L29	N 36°36'23" E	183.63'
L30	N 20°32'50" E	104.73'
L31	N 49°47'04" W	67.49'
L32	N 60°35'19" W	25.00'
L33	N 67°10'15" W	40.97'
L34	N 55°18'48" W	114.00'
L35	S 29°24'41" W	20.00'
L36	N 60°35'19" W	25.00'
L37	N 29°24'41" E	20.00'

AS-BUILT SURVEY

308 W. Yale Loop  
Irvine, CA 92604

SITE ID#: CA-45427-A  
SITE NAME: WOODBRIDGE 2



SBA Network Services, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487-1307

Certa Tower  
Services LLC

P.O. Box 3659  
Cuyahoga Falls, Ohio  
44223-2551  
orders@certatower.com  
tel (330) 701-9850



HILLWIG -  
GOODROW, INC.

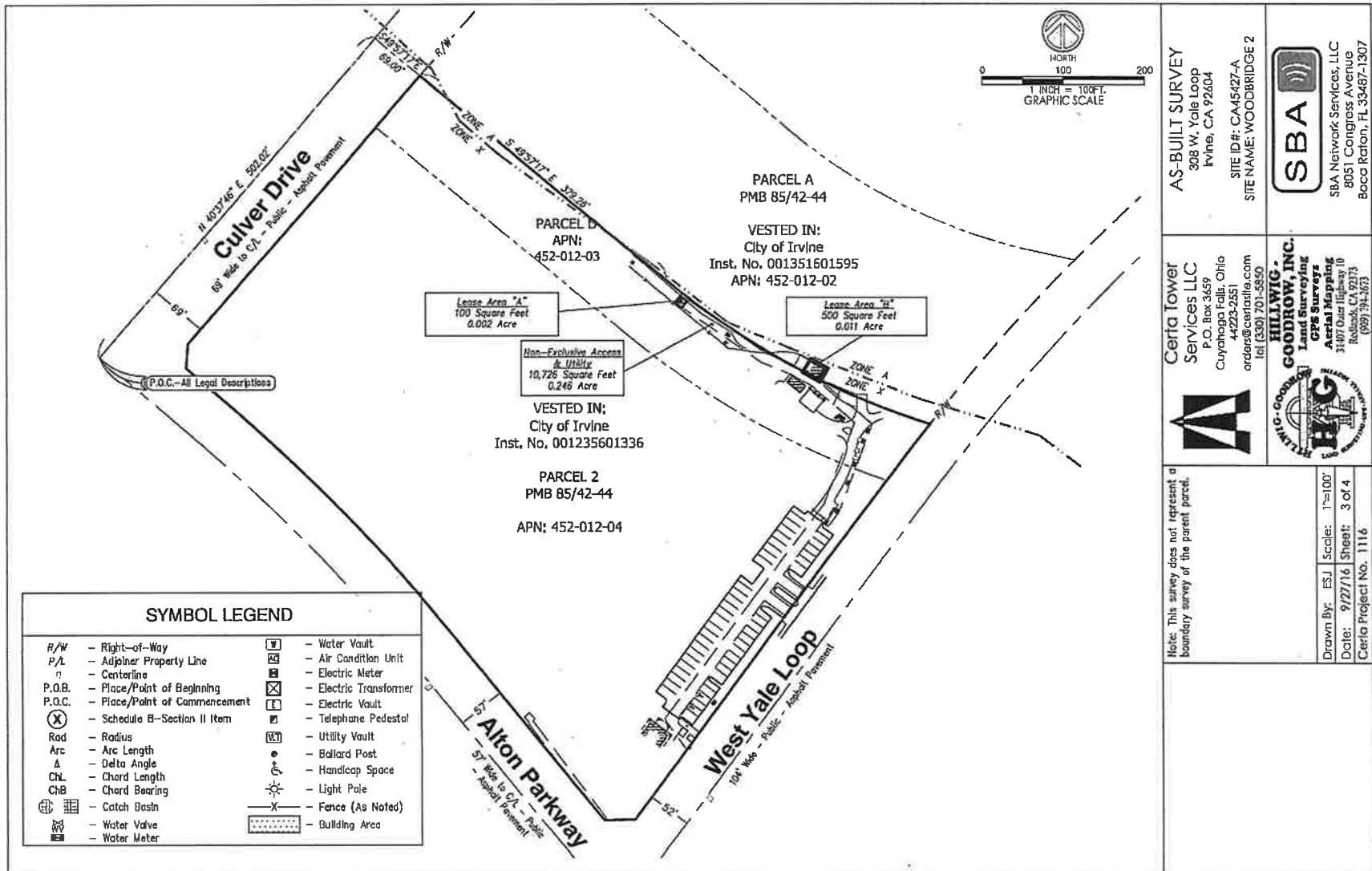
Land Surveying  
GPS Surveys  
Aerial Mapping  
31407 Outer Highway 10  
Redlands, CA 92373  
(909) 794-3673



Note: This survey does not represent a boundary survey of the parent parcel.

Drawn By: ESJ Scale: None  
Date: 9/27/16 Sheet: 2 of 4  
Certa Project No. 1116

# EXHIBIT B-2



AS-BUILT SURVEY

308 W. Yale Loop  
Irvine, CA 92604

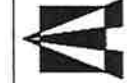
SITE ID#: CA45427-A  
SITE NAME: WOODBRIDGE 2



SBA Network Services, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487-1307

Certa Tower  
Services LLC

P.O. Box 3659  
Cuyahoga Falls, Ohio  
44223-2551  
ordars@certatower.com  
Tel (330) 701-5950



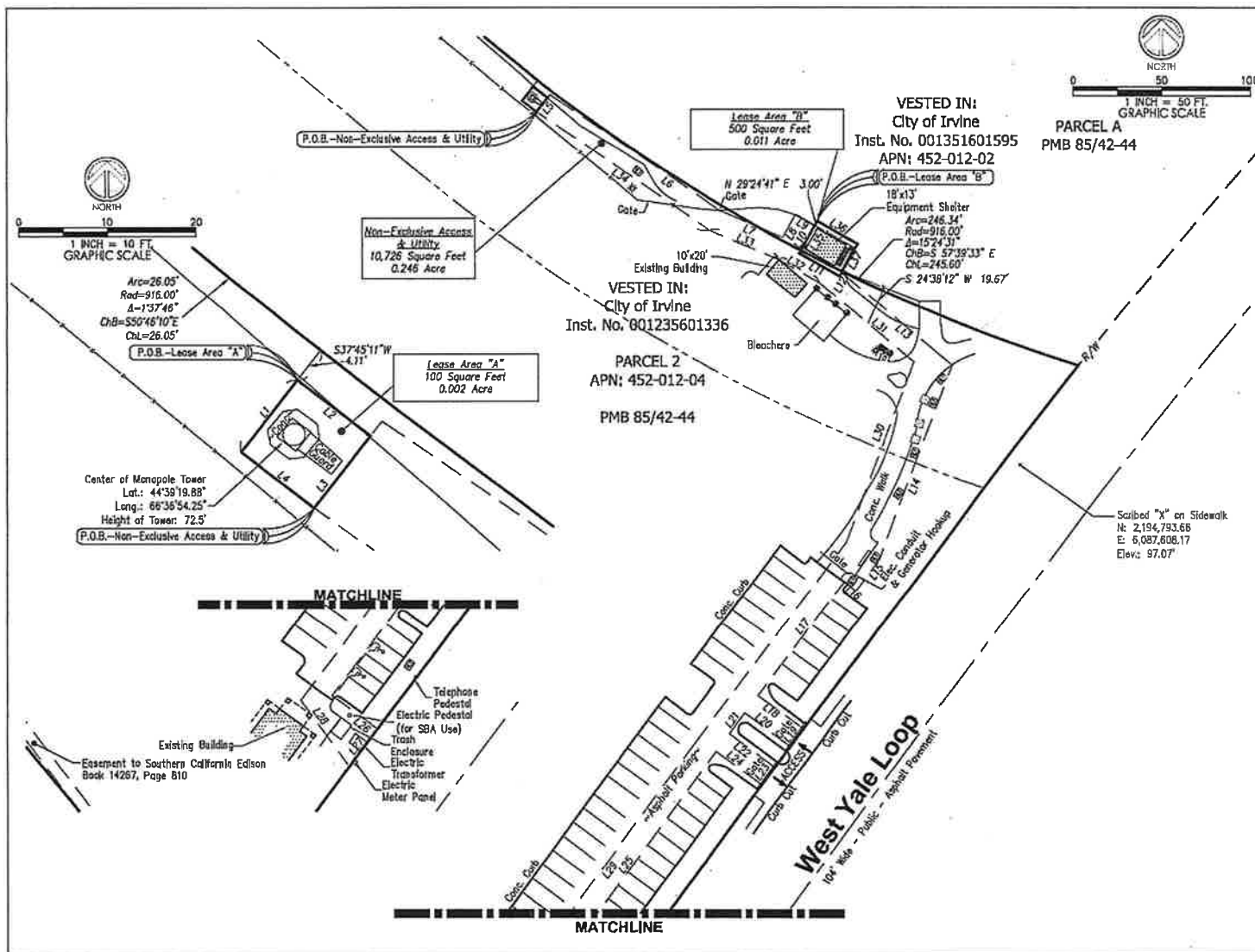
**HILLWIG - GOODROW, INC.**  
Land Surveying  
GPS Surveys  
Aerial Mapping

31407 Quail Highway 10  
Redlands, CA 92373  
(909) 794-3673



Note: This survey does not represent a boundary survey of the parent parcel.

Drawn By: ESJ Scale: 1"=100'  
Date: 9/27/16 Sheet: 3 of 4  
Certa Project No. 1116



<b>AS-BUILT SURVEY</b> 308 W. Yale Loop Irvine, CA 92604 SITE ID#: CA45427-A SITE NAME: WOODBRIDGE 2	 <b>SBA</b> SBA Network Services, LLC 8051 Congress Avenue Boca Raton, FL 33487-1307
<b>Certa Tower Services LLC</b> P.O. Box 3659 Cuyahoga Falls, Ohio 44223-2551 orders@certatower.com Tel (330) 701-5850	 <b>HILLWIG-GOODROW, INC.</b> Land Surveying GPS Surveys Aerial Mapping 31407 Outer Highway 10 Redlands, CA 92373 (909) 794-2673
Note: This survey does not represent a boundary survey of the parent parcel.	Drawn By: ESJ Scale: 1"=100'/50' Date: 9/27/16 Sheet: 4 of 4 Certia Project No. 11116

### ANTENNA SITE AGREEMENT

1. **Premises and Use.** SBA STEEL II, LLC, a Florida limited liability company ("Owner") leases to LOS ANGELES SMSA LIMITED PARTNERSHIP, a California limited partnership d/b/a Verizon Wireless ("Tenant"), the site described below: Tower antenna space; Ground space for placement of Shelter for Tenant's base station equipment consisting of approximately 234 square feet; and space required for cable runs to connect telecommunications equipment and antennas, in the location(s) shown on Exhibit A together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a Communications facility consisting of the antennas and related equipment set forth on Exhibit B (the "Equipment"). Similar equipment may be substituted provided that additional space and capacity is not utilized. If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. **Term.** The "Initial Term" of this Agreement shall be five (5) years beginning on the date set forth below ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date. This Agreement will automatically renew for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless Tenant provides notice to Owner of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term. COMMENCEMENT DATE: The earlier of the date that Tenant begins installation of its Equipment at the Site or October 1, 2015, except as provided herein. If the Commencement Date is determined by the date Tenant begins installation of its Equipment, and such install occurs on or between the first and the fifteenth day of a month, the Commencement Date will be the first day of that month, and if such install occurs on or between the sixteenth and the last day of the month, the Commencement Date will be the first day of the following month. Owner agrees that in the event Tenant after making good faith efforts, does not obtain all permits and approvals required to install its Equipment at the Site by the Commencement Date, and Tenant provides written notice to Owner prior to the Commencement Date, Owner will reasonably extend the Commencement Date to a date mutually agreed to by both parties.

3. **Rent.** Beginning on the Commencement Date, Rent will be paid in equal monthly installments of Two Thousand Nine Hundred Fifty and no/100 Dollars (\$2,950.00), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) to 103% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties.

4. **Security Deposit.** Intentionally omitted.

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as lessee under a ground lease ("Ground Lease"); (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) there are no title impediments that would prohibit Tenant's intended use of the Site; and (e) that Tenant is entitled to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to a ground lease, Owner may terminate this Agreement upon the termination of Owner's right to possession of the Site under the Ground Lease. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the Ground Lease. If applicable, Owner will furnish Tenant with a copy of the Ground Lease (financial and other confidential terms redacted) attached hereto as Exhibit E. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will use its best efforts to obtain from the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant's sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability. Tenant will not, directly or indirectly, on behalf of itself or any third party, communicate, negotiate, and/or contract with the lessor of the Ground Lease, unless Owner's rights under the Ground Lease have been terminated.

6. **Assignment/Subletting.** This Agreement may be sold, assigned or transferred by the Tenant without any approval or consent of the Owner to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission

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Tenant Site ID:  
Tenant Site Name: SBA Woodbridge 2

in which the Property is located by reason of a merger, acquisition or other business reorganization, provided that the assuming party has comparable credit quality to that of Tenant. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Owner, which such consent will not be unreasonably withheld or delayed. Tenant may sublet the Site together with the use of the rights-of-way within its sole discretion, upon notice to Owner. Any sublease that is entered into by Tenant shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

**7. Access and Security.** Tenant will have the reasonable right of access to the Tower where its equipment is located; provided that, Tenant must give Owner twenty-four (24) hours prior notice, including for installation of equipment. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to the Pad or Shelter; provided that if Shelter is shared then Tenant must give twenty-four (24) hours prior notice. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires entry on the Tower or shared Shelter space, Tenant may enter same and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Owner of Tenant's entry onto the Site. Telephonic notice should be directed to Owner's Network Operations Center at 1-888-950-7483.

**8. Notices.** All notices and payments must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the addresses set forth below:

Tenant: Los Angeles SMSA Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attn: Network Real Estate

Owner: SBA Steel II, LLC  
5900 Broken Sound Parkway N.W.  
2<sup>nd</sup> Floor  
Boca Raton, FL 33487-2797  
Attn: Site Administration  
RE: CA45427-A-02/Woodbridge 2, CA

Payments to: SBA Steel II, LLC  
P.O. Box 936022  
Atlanta, GA 31193-6022  
Attn: Accounts Receivable  
RE: CA45427-A-02/Woodbridge 2, CA

**9. Installation and Improvements.** Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans and specifications of the planned installation and contractors to perform same or other activity, for Owner's approval which approval will not be unreasonably withheld, including, if requested by Owner, a tower loading study and/or an intermodulation study performed and certified by an independent licensed professional engineer. All installation of or other work on Tenant's Equipment will be at Tenant's sole expense. Upon completion of installation of any Equipment on the Site, Owner will have the right to inspect and reasonably approve all installation work. All installations, operation and maintenance of Equipment must be in accordance with Owner's policies set forth in Exhibit D. Owner reserves the right to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan after providing 10 days written notice to Tenant. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements. Upon termination or expiration of this Agreement, Tenant shall remove its Equipment and improvements within 30 days and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant fails to remove its equipment as specified in the preceding sentence, Tenant's Equipment will be subject to disconnection, removal, and disposal by Owner. So long as Tenant's Equipment remains on the Site after 30 days from the termination or expiration date (even if it has been disconnected), Tenant will pay to Owner a hold-over fee equal to one hundred fifty percent (150%) of the then-effective monthly rent, prorated from the effective date of termination to the date the Equipment is removed from the Site. Owner will have the right (but not the obligation) to disconnect and remove Equipment from the Site. If, 30 days after the termination or expiration date, Owner disconnects and removes Equipment, Tenant will pay to Owner upon demand three hundred percent (300%) of the disconnection, removal and storage expenses incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within forty-five (45) days of its removal from the Site, Owner has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement, returning the remainder to Tenant. In the event of an emergency where Tenant's equipment threatens the safety of human life and/or property, Owner shall immediately notify Tenant of such emergency and Tenant shall immediately cease operation of its Equipment until

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such emergency condition has been rectified. In the event Owner is unable to contact Tenant, Owner shall have the right to shut down Tenant's Equipment, provided Owner notifies Tenant within 24 hours of such occurrence.

**10. Compliance with Laws.** Except as provided herein, Tenant agrees to take the Site in strictly "AS IS" condition. Owner represents that the Site, its property contiguous thereto, and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site and its Equipment. Upon request by Owner, Tenant will produce satisfactory evidence that all equipment installed at the Site complies with federal regulations pertaining to radio-frequency radiation standards and is licensed with the FCC, if applicable. Owner accepts sole responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install, at Tenant's sole cost and expense and as required for Tenant's Equipment, a (i) backup generator to provide backup power in the event of a power outage at the Site, and/or (ii) tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Tenant's installation of such backup generator and/or tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements. If Tenant installs a temporary generator as described above or contracts with Owner to place a permanent generator at the Site, (i) Owner and Tenant acknowledge that Tenant must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Tenant's generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits, and (ii) Tenant agrees to indemnify, defend and hold harmless Owner for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of the installation, operation, maintenance and removal of the generator and or back up power supply used solely by Tenant, and (iii) Upon request of Owner, Tenant agrees to provide Owner with all relevant information concerning the Tenant's generator and/or back up power supply necessary for Owner to comply with any reporting obligations for which Owner,

but not Tenant, is responsible as a result of statute or regulation.

**11. Insurance.** Tenant will procure and maintain a public liability policy, with limits of not less than \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, which minimum Owner may require adjusting at each renewal term, with a certificate of insurance to be furnished to Owner within thirty (30) days of written request. Any adjustment to any minimum insurance amounts required by Owner shall not exceed twenty-five percent (25%) of the required amount in effect immediately prior to such adjustment. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to Owner. Tenant will cause Owner to be named as an additional insured on such policy.

**12. Interference.** Tenant understands that it is the intent of Owner to accommodate as many users as possible and that Owner may rent other space to any other entity or person(s) desiring its facilities. Owner will provide Tenant with a list of tenants who have commenced rental payments for the site attached hereto as Exhibit F. Tenant shall not cause, by its transmitter or other activities, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which involves Tenant, Owner may require that an intermodulation study be conducted at Tenant's cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant and Tenant shall have five (5) business days from date of notice to correct the interference and if not corrected, Tenant shall cease the transmission causing the interference, and Owner shall have all rights to any legal means necessary including injunctive relief and self help remedies to cause Tenant to cease transmission, except for intermittent testing for the purpose of correcting the interference. Prior to enforcing self help remedies, Owner agrees to notify Tenant's Network Operation Control Center at 800-852-2671. If interference cannot be corrected within sixty (60) calendar days from Tenant's receipt of Owner's notice, then Owner may terminate this Agreement without further obligations to Tenant. Owner will require similar interference language as outlined in this paragraph, in all future tenant agreements for this Site.

**13. Utilities.** Owner represents that utilities adequate for Tenant's use of the Site are available. Tenant will pay for all utilities used by it at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. However, Owner agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain



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utilities from any location provided by the Owner or the servicing utility. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof unless such interruption is caused by Owner's intentional misconduct or negligence. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom. Notwithstanding the foregoing, if required by the electric utility provider, Tenant will cooperate with Owner in shutting down (and Owner may shut down) the electrical service to the Site and its Equipment in connection with any necessary maintenance operation conducted for the Site or the facilities thereon. Owner agrees to give Tenant reasonable prior notice, except in emergency situations, which notice may be oral.

**14. Relocation Right.** If determined necessary by Owner to relocate the tower, Owner will have the one-time right to relocate the telecommunications facility of Tenant, or any part thereof, to an alternate tower location acceptable to Tenant on Owner's property; provided, however, that such relocation will (1) be at Owner's sole cost and expense, (2) be performed exclusively by Tenant or its agents, (3) not result in any interruption of the communications service provided by Tenant on Owner's property, and (4) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Owner's property, and (5) be done in accordance with the terms and conditions contained in this Section 14. Upon relocation of Tenant's Equipment, the access and utility easement(s) of Tenant will be relocated as required, in the reasonable discretion of Tenant, to operate and maintain its Equipment. Owner will exercise its relocation right by (and only by) delivering written notice (the "Notice") to Tenant. In the Notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its Equipment. Tenant will have sixty (60) days from the date it receives the Notice to evaluate Owner's proposed relocation site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If Tenant fails to approve of such proposed relocation site in writing within said sixty (60) day period, then Tenant will be deemed to have disapproved such proposed relocation site. If Tenant disapproves such relocation site, then Owner may thereafter propose another relocation site by Notice to Tenant in the manner set forth above. Tenant's disapproval of a relocation site must be reasonable. If Tenant disapproves the Relocation Site, Tenant may terminate this Agreement with prior written notice to

Owner. Any relocation site which Owner and Tenant agree upon in writing is referred to hereinafter as the "Relocation Site". Tenant will have a period of ninety (90) days after execution of a written agreement between the parties concerning the location and dimensions of the Relocation Site to relocate (at Owner's expense) its Equipment to the Relocation Site. Upon relocation of Tenant's Equipment, or any part thereof, to the Relocation Site, all references to the Site in this Agreement will be deemed to be references to the Relocation Site. Owner and Tenant hereby agree that the Relocation Site (including the access and utility rights of way) may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey will then replace Exhibit A and become a part hereof and will control or describe the Site. Except as expressly provided in this Section 14, Owner and Tenant hereby agree that in no event will the relocation of Tenant's Equipment, or any part thereof, affect, alter, modify or otherwise change any of the terms and conditions of this Agreement.

**15. Termination by Tenant.** Tenant may terminate this Agreement at any time by notice to Owner without further liability if Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the Communications facility, or if any such approval is canceled, expires or withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement. Upon termination, all prepaid rent will be retained by Owner.

**16. Default.** If the Rent or other amount due hereunder is not paid within 10 days from the date that Owner sends written notice to Tenant, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. Further, Owner may accelerate and declare the entire unpaid Rent for the balance of the existing Term to be immediately due and payable forthwith. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be



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terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

**17. Taxes.** Tenant shall pay all taxes, including, without limitation, sales, use and excise taxes, and all fees, assessments and any other cost or expense now or hereafter imposed by any government authority in connection with Tenant's payments to Owner, Tenant's Equipment or Tenant's use of the Site. In addition, Tenant shall pay that portion, if any, of the personal property taxes attributable to Tenant's Equipment. Tenant shall pay as additional rent any increase in real estate taxes levied against the Site and Tenant's Equipment attributable to the Tenant's use and occupancy of the Site. Payment shall be made by Tenant within fifteen (15) days after presentation of receipted bill and/or assessment notice which is the basis for the demand. Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Tenant is wholly or partly responsible for payment under this Agreement. Owner shall reasonably cooperate with the Tenant in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document at Tenant's sole cost and expense. In the event that as a result of any appeal or challenge by Tenant as set forth herein, there is a reduction, credit or repayment for any taxes previously paid by the Tenant, Owner agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment after the same is received by the Tenant.

**18. Indemnity.** Owner and Tenant each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party including, without limitation, any damage occurring outside of the Site in connection with Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. Except for its own acts of negligence or intentional misconduct, Owner will have no liability for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or imperfect or unsatisfactory communications experienced by the Tenant for any reason whatsoever.

**19. Hazardous Substances.** Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant or Owner will not introduce or use any such substance on the Site in violation of any applicable law, or permit any

discharge or release of such substance on the Site. Owner will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to the activity now conducted in, on or in any way related to the Site, unless such conditions or concerns are caused by the activities of the Tenant. The Parties shall hold each other harmless and indemnify each other from and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citations, directive, litigation, investigation or proceedings which is in any way related to failure to comply by the indemnifying party with any environmental or industrial hygiene law including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any hygiene concerns or conditions as may now or at any time hereafter be in effect. Owner shall hold harmless and indemnify Tenant from any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Site, or activities conducted thereon, unless such environmental or industrial hygiene conditions are caused by the acts or omissions of Tenant, in which event, Tenant shall hold harmless and indemnify Owner for the same.

**20. Liens.** Tenant will not permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished to Tenant in connection with work of any character performed on the Site by or at the direction of the Tenant. In the event that any notice of lien will be filed or given, Tenant will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit, or bond. Owner will be indemnified by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Owner on account of the filing of the claim or lien.

**21. Casualty or Condemnation.** In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Owner will have the right, but not the obligation, to provide an alternate location suitable for Tenant's intended use, whether on the same Site or another site, or to terminate this Agreement within thirty (30) days after the damage,

Site ID: CA45427-A-02  
Site Name: Woodbridge 2, CA

Tenant Site ID:  
Tenant Site Name: SBA Woodbridge 2

destruction or condemnation. If Owner does not terminate this Agreement: (i) the rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not commenced the repair, replacement or rebuilding of the Site within sixty (60) days of the damage or destruction, or fails to diligently pursue such repair, replacement or rebuilding, or fails to complete such repair, replacement or rebuilding within a reasonable time after the date of such damage or destruction, then Tenant may terminate this Agreement upon written notice to Owner. Owner will in no event be liable to Tenant for any damage to or loss of Tenant's Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any act of God, by Tenant's act or omission, or Tenant's violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Owner's intentional misconduct or negligence).

**22. Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by Tenant, Owner agrees promptly to execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) Failure or delay on the part of Tenant or Owner to exercise any right, power, or privilege hereunder will not operate as a waiver thereof; waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities which may transmit from the

Site, if required by the FCC and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation.

The Addendum and the following Exhibits are attached to and made a part of this Agreement: Exhibit "A", "B", "C", "D", "E" and "F".

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Tenant Site ID:  
Tenant Site Name: SBA Woodbridge 2

**TENANT: LOS ANGELES SMSA LIMITED PARTNERSHIP** d/b/a Verizon Wireless  
By: AirTouch Cellular, Its General Partner

By: Brian Mecum  
Title: Area Vice President Network  
Date: 12/19/14  
Witness: Ru

Address: One Verizon Way, Mail Stop 4AW100  
Basking Ridge, NJ 07920

Witness: Maen

**OWNER: SBA STEEL II, LLC**

By: Jason Silberstein Alyssa Houlihan  
Title: Executive Vice President, Site Leasing  
Date: 12-24-14  
Witness: Carlye Shppard

Tax ID: 46-2244626  
Address: 5900 Broken Sound Parkway N.W.  
2<sup>nd</sup> Floor  
Boca Raton, FL 33487-2797

Witness: Ree

Site ID: CA45427-A-02  
Site Name: Woodbridge 2, CA

Tenant Site ID:  
Tenant Site Name: SBA Woodbridge 2

### ADDENDUM TO ANTENNA SITE AGREEMENT

This addendum is annexed to and forms a part of a certain Antenna Site Agreement (the "Agreement") dated December 24, 2014 by and between **SBA STEEL II, LLC** ("Owner") and **LOS ANGELES SMSA LIMITED PARTNERSHIP** d/b/a Verizon Wireless ("Tenant").

IN THE EVENT THAT ANY OF THE TERMS AND CONDITIONS HEREINAFTER SET FORTH CONFLICT WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO WHICH IT IS ANNEXED, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL GOVERN AND BE DEEMED TO AMEND CONFLICTING PROVISIONS OF SAID AGREEMENT. AS USED IN THIS ADDENDUM, ALL CAPITALIZED TERMS SHALL HAVE THE SAME DEFINITION AS IN THE AGREEMENT TO WHICH IT REFERS EXCEPT TO THE EXTENT SUCH DEFINITIONS ARE HEREIN AMENDED.

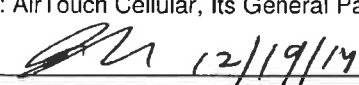
Owner and Tenant hereby agree to the following additional or amended terms and conditions:

1. Owner and Tenant acknowledge that Owner shall perform or have performed a structural analysis on the tower with respect to Tenant's installation of its Equipment as stated in Exhibit B of the Agreement.
2. Tenant agrees that it shall be solely responsible for all costs associated with the structural analysis and foundation study if deemed necessary.
3. In the event the tower or foundation shall need to be reinforced prior to the installation of Tenant's Equipment, all modifications and/or reinforcement of or other work on the tower, foundation and the installation of Tenant's Equipment on the tower will be at Tenant's sole cost and expense and performed by Owner or one of its affiliates or subsidiaries.
4. Owner shall perform or have performed all such work in accordance with the structural analysis.

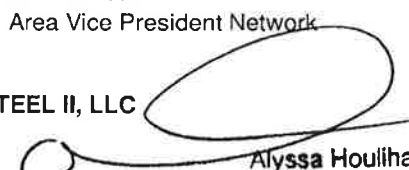
Except as amended by the Addendum to the Agreement, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

**TENANT: LOS ANGELES SMSA LIMITED PARTNERSHIP**  
d/b/a Verizon Wireless  
By: AirTouch Cellular, Its General Partner

  
By: Brian Mecum  
Title: Area Vice President Network

**OWNER: SBA STEEL II, LLC**

  
By: ~~Jason Silberstein~~ **Alyssa Houlihan**  
Title: ~~Executive Vice President, Site Leasing~~ **Vice President, Site Leasing**

Site ID: CA45427-A-02  
Site Name: Woodbridge 2, CA

Tenant Site ID:  
Tenant Site Name: SBA Woodbridge 2

## EXHIBIT A SITE DESCRIPTION

Site situated in: City of Irvine, County of Orange, State of California  
commonly described as follows: 307 W. Yale Loop, Irvine, CA 92604

Legal Description: Being a portion of"

**THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF IRVINE, AND IS DESCRIBED AS FOLLOWS:**

**PARCELS 2 AND D AS SHOWN ON A MAP FILED IN BOOK 85, PAGES 42 THROUGH 44 INCLUSIVE OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.**

**EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBON SUBSTANCES BY WHATSOEVER NAME KNOWN, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER SAID REAL PROPERTY, TOGETHER WITH ALL NECESSARY AND CONVENIENT RIGHTS TO EXPLORE FOR, DEVELOP, PRODUCE AND EXTRACT AND TAKE THE SAME, SUBJECT TO THE EXPRESS LIMITATION THAT ANY AND ALL OPERATIONS FOR THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF ANY OF SAID SUBSTANCES SHALL BE CARRIED ON AT LEVELS BELOW THE DEPTH OF FIVE HUNDRED (500) FEET FROM THE SURFACE OF SAID LAND BY MEANS OF WELLS, DERRICK AND/OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND, AND SUBJECT FURTHER TO THE EXPRESS LIMITATION THAT THE FOREGOING RESERVATION SHALL IN NO WAY BE INTERPRETED TO INCLUDE ANY RIGHT OF ENTRY IN AND UPON THE SURFACE OF THE LAND HEREINABOVE DESCRIBED. IT IS UNDERSTOOD BY THE PARTIES THAT THE ABOVE RESERVATION IS EXPRESSLY SUBJECT TO ALL RESTRICTIONS AND REGULATIONS CONCERNING THE DRILLING FOR AND PRODUCTION OF OIL, GAS, MINERALS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WHICH ARE CONTAINED IN THE CITY CHARTER OR THE MUNICIPAL ORDINANCES OF THE CITY OF IRVINE, AS RESERVED IN THE DEED FROM THE IRVINE COMPANY RECORDED AUGUST 29, 1977 IN BOOK 12356, PAGE 1336 OF OFFICIAL RECORDS.**

**ALSO EXCEPTING THEREFROM THE RIGHT AND POWER TO USE OR UTILIZE ON ANY OTHER PROPERTY OWNED OR LEASED BY THE GRANTOR, ANY AND ALL WATER RIGHTS OR INTERESTS IN WATER RIGHTS NO MATTER HOW ACQUIRED BY THE GRANTOR, AND OWNED OR USED BY THE GRANTOR IN CONNECTION WITH OR WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, APPROPRIATIVE, PERCOLATING, PRESCRIPTIVE OR CONTRACTUAL, PROVIDED, HOWEVER, THAT THE RESERVATION MADE HEREIN SHALL NOT RESERVE TO OR FOR THE BENEFIT OF THE GRANTOR ANY RIGHT TO ENTER UPON THE SURFACE OF THE PROPERTY DESCRIBED HEREIN IN THE EXERCISE OF SUCH RIGHTS, AS RESERVED IN THE DEED FROM THE IRVINE COMPANY RECORDED AUGUST 29, 1977 IN BOOK 12356, PAGE 1336 OF OFFICIAL RECORDS.**

Latitude: 33° 40' 51.9"

Longitude: -117° 48' 33.1"

Sketch of Site: See Exhibit A-1 attached hereto and incorporated herein

# GENERAL NOTES

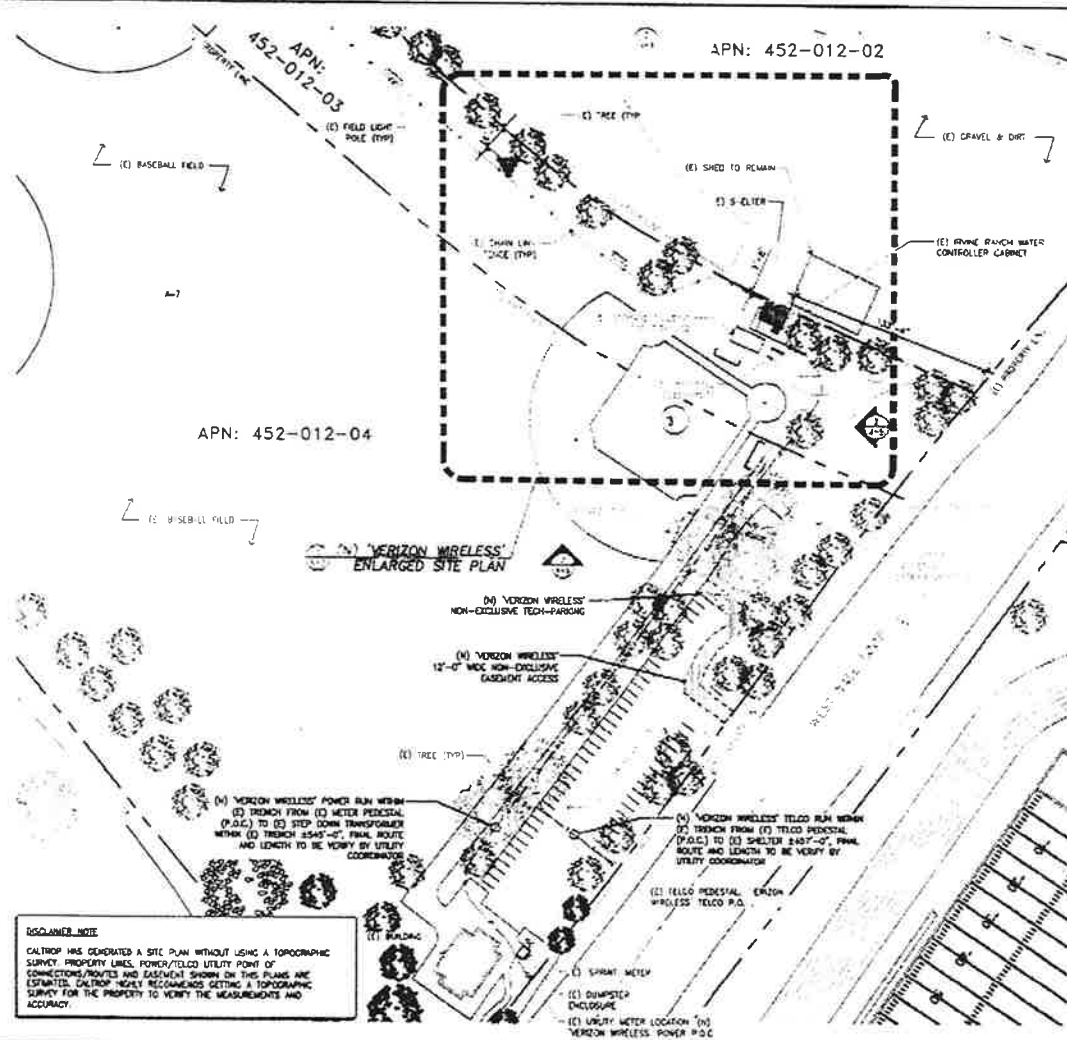
1. THE EXISTING FACILITY WILL BE UNHABITED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE
2. THE EXISTING FACILITY IS UNHABITED AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS IS REQUIRED)
3. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY VERIZON TECHNICIANS.
4. NO NOISE, SMOKE, DUST OR ODOR WILL RESULT FROM THIS PROPOSAL
5. OUTDOOR STORAGE AND SOLID WASTE CONTAINERS ARE NOT NOW.
6. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
7. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATION.
8. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTION REQUIRED FOR CONSTRUCTION.
9. SUBCONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
10. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND DRAWINGS PROVIDED BY THE SITE OWNER. SUBCONTRACTOR SHALL NOTIFY VERIZON OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.

## SITE WORK GENERAL NOTES

1. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHALL BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING PITS AROUND OR NEAR UTILITIES. SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO: A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING & ELEVATION.
2. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
3. IF NECESSARY, RUBBISH, SLUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
4. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE BTS EQUIPMENT AND TOWER AREAS.
5. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
6. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
7. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING, OWNER AND/OR LOCAL UTILITIES.
8. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR SHEDS, SHALL BE GRADED TO A UNIFORM SLOPE AND STABILIZED TO PREVENT EROSION AS SPECIFIED IN THE PROJECT SPECIFICATIONS.
9. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
10. ADD ELECTRICAL CONNECTIONS IN THE PUBLIC RIGHT OF WAY SHALL BE INSTALLED UNDERGROUND TO THE NEAREST UTILITY POLE.
11. NO WORK SHALL BE DONE WITHIN THE PUBLIC RIGHT-OF-WAY WITHOUT THE PRIOR APPROVAL AND PERMIT FROM THE ENVIRONMENTAL AND PUBLIC WORKS MANAGEMENT DEPARTMENT - ADMINISTRATIVE SERVICES.
12. CONTRACTOR IS RESPONSIBLE FOR REPAIR OF ALL DAMAGED DISTRICT IMPROVEMENTS CAUSED BY CONSTRUCTION. CALL PUBLIC WORKS INSPECTOR FOR INSPECTION OF DISTRICT IMPROVEMENTS AT SUBSTANTIAL COMPLETION OF DISTRICT WORK.
13. NO CONSTRUCTION DEBRIS SHALL BE SPILLED OR STORED ONTO PUBLIC RIGHT-OF-WAY.
14. NO REPAINT SEDIMENT OR WASTES IS ALLOWED IN WATER LEAVING THE SITE.
15. ALL SITE UTILITIES SHALL BE CONSTRUCTED UNDERGROUND TO THE NEAREST POLE.
16. ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED FOR OFF-SITE IMPROVEMENTS ARE THE RESPONSIBILITY OF THE CONTRACTOR.

## GENERAL NOTES

## 2 OVERALL SITE PLAN



DESIGNED BY: JAH  
CHECKED BY: JAH  
APPROVED BY: JAH

DATE	10/15/11	DATE	10/15/11
BY	JAH	BY	JAH
DATE	10/15/11	DATE	10/15/11
BY	JAH	BY	JAH

IF A VENDOR OF LINE OR ANOTHER PARTY WISHES TO USE THE SITE, THEY MUST OBTAIN A LICENSED PROFESSIONAL ENGINEER TO REVIEW THE DESIGN.

SBA WOODBRIDGE 2  
(WOODBRIDGE 2, CA)  
308 WEST YALE LOOP  
IRVINE, CA 92604

SHEET TITLE:  
OVERALL SITE PLAN

SHEET NUMBER:  
A-1

Site ID: CA45427-A-02  
Site Name: Woodbridge 2, CA

Tenant Site ID:  
Tenant Site Name: SBA Woodbridge 2

## EXHIBIT B ANTENNA AND EQUIPMENT LIST

**Equipment must be installed, routed and stacked pursuant to the Owner provided structural analysis.**

### Antennas:

Quantity:	Six (6)
Type:	Panel
Manufacturer:	CommScope
Model:	SBNH-1D6565A
Dimensions:	50.9" x 11.9" x 7.1"
Weight:	32 lbs.
Mounting:	
Base of the antenna:	At approximately the 66' height level;
Centerline of the antenna:	At approximately the 68' height level; and
Tip of the antenna:	At approximately the 70' height level.
Orientation:	120°, 240° & 0°
Downtilt:	0°
Mount Type:	Per structural analysis.
Cable:	
Number of Lines:	Twelve (12)
Type:	Coax
Size:	7/8"

**Dishes:** N/A

**GPS Receivers:** N/A

**Ground Space Requirements:** Approximately 234 square feet, together with a non-exclusive easement for grounding ring and ice bridge, as applicable.

For Tenant provided:  
Shelter  
Dimensions: 18' x 13'

**Transmitters:** N/A

**Transmitter Cabinets:** N/A

**Frequencies:**  
Transmit: 746-757, 880-895, 1965-1985, 2120-2130 MHz  
Receive: 776-787, 835-850, 1885-1905, 1720-1730 MHz

**ERP:** N/A

**Transmitter Operating Power:** N/A

**Generator:** N/A

Site ID: CA45427-A-02  
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Tenant Site ID:  
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**EXHIBIT C**  
**SEE MEMORANDUM OF ANTENNA SITE AGREEMENT ATTACHED**



Site ID: CA45427-A-02  
Site Name: Woodbridge 2, CA

Tenant Site ID:  
Tenant Site Name: SBA Woodbridge 2

# NOT FOR EXECUTION

**After recording return to:**

STATE OF CALIFORNIA

COUNTY OF ORANGE

## MEMORANDUM OF ANTENNA SITE AGREEMENT

This Memorandum made this \_\_\_\_ day of \_\_\_\_\_, 2014, between **SBA STEEL II, LLC**, a limited liability company of the State of Florida, with its principal offices located at 5900 Broken Sound Parkway N.W., 2<sup>nd</sup> Floor, Boca Raton, Florida 33487-2797, Tax ID# 46-2244626, hereinafter designated Owner, and **LOS ANGELES SMSA LIMITED PARTNERSHIP**, a California limited partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920, hereinafter designated Tenant.

1. Owner and Tenant entered into an Antenna Site Agreement on \_\_\_\_\_, 2014 for a term of five (5) years with the right to automatically renew for four (4) additional five (5) year terms unless terminated in accordance with the terms of the Antenna Site Agreement.

2. In consideration of the rental set forth in the Agreement, Owner hereby leases to Tenant a ground space area consisting of approximately 234 square feet, at that certain Property located in Orange County, State of California, and being described as a parcel containing 600 square feet as shown on the tax map of Orange County, together with the non-exclusive right for ingress and egress. Being the same premises leased to Owner from Ground Lessor as reflected in Memorandum of Agreement in Document Number 2014000233767.

3. The Antenna Site Agreement commences on the earlier of the date that Tenant begins installation of its Equipment at the Site or October 1, 2015 and a copy of the Antenna Site Agreement is on file in the office of the Owner and Tenant.

4. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Owner and Tenant.

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Tenant Site ID:  
Tenant Site Name: SBA Woodbridge 2

### MEMORANDUM OF ANTENNA SITE AGREEMENT CONTINUED

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Owner and Tenant have caused this Memorandum to be duly executed on \_\_\_\_\_, 2014.

**TENANT: LOS ANGELES SMSA LIMITED PARTNERSHIP** d/b/a Verizon Wireless  
By: AirTouch Cellular, Its General Partner

By: \_\_\_\_\_  
Title: Brian Mecum  
Address: Area Vice President Network  
One Verizon Way, Mail Stop 4AW100  
Basking Ridge, NJ 07920  
Date: \_\_\_\_\_

Witness: \_\_\_\_\_

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

Witness: \_\_\_\_\_

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

### TENANT ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2014, before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared Brian Mecum, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(typed or printed)

(Seal)

Site ID: CA45427-A-02  
Site Name: Woodbridge 2, CA

Tenant Site ID:  
Tenant Site Name: SBA Woodbridge 2

**OWNER: SBA STEEL II, LLC**

By: Jason Silberstein  
Title: Executive Vice President, Site Leasing  
Tax No: 46-2244626  
Address: 5900 Broken Sound Parkway N.W.  
2<sup>nd</sup> Floor  
Boca Raton, FL 33487

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

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

Witness: \_\_\_\_\_

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

**OWNER NOTARY BLOCK:**

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Jason Silberstein, Executive Vice President, Site Leasing of **SBA Steel II, LLC**, a Florida limited liability company, who is personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF FLORIDA

My commission expires: \_\_\_\_\_

Printed Name of Notary \_\_\_\_\_

**EXHIBIT D**  
**MINIMUM SITE INSTALLATION, OCCUPANCY AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS**

**Pre-Installation Standards**

1. Prior to installation, Tenant must provide Owner with complete plans for approval, including list of proposed equipment and subcontractors, and no work may be performed until approval has been given and all criteria has been met. Such approval will not be unreasonably withheld, delayed or conditioned. All equipment must be placed in approved locations only, and any changes must be approved by Owner before the installation begins. The Owner or its representative shall have the right to be on site during any work on the Site.

**Installation**

2. (a) The following minimum protective devices must be properly installed:
- (1) Lightning arrestors in feedline at wall feedthru plate or at feedline termination point for all non-cast antennas (PCS providers install jumpers to extend/connect to cabinet like enclosures).
  - (2) Surge protectors in any AC & phone line circuit.
  - (3) Transmitter RF shielding kit, if applicable.
  - (4) Isolator and harmonic filter.
  - (5) Duplexer or cavity bandpass filter.
- (b) All equipment, including transmitters, duplexers, isolators and multicouplers, must be housed in a metal cabinet or rack mounted. No control stations or inverted transmit/receive frequency pairs are allowed on repeater sites.
- (c) Transmission lines entering the shelter must be 1/2" Heliax/Wellflex or better via a wall feedthru plate and must terminate in a properly installed lightning arrestor with an ID tag on both ends of the line.
- (d) Solid outer shield cable such as Superflex or Heliax/Wellflex must be used for all intercabling outside the cabinet. Under no circumstances will the use of foil shielded or braided RF cable (e.g.; RGB) be permitted outside the cabinet. This is necessary to minimize RF leakage which could cause interference.
- (e) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. All phone lines will use shielded cable properly grounded. Tenant will provide individual Transient (SAD) surge protection to each circuit used. All phone lines will have (SAD) transient surge protection installed. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.
- (f) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.
- (g) All RF equipment cabinets must be grounded to the site ground system using #2 solid tinned wire with cadweld, silver solder connections, or 2 hole lugs with Burndy type compression fittings.
- (h) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturers specifications and all antenna brackets must be pre- approved. All antenna lines entering the Site will have COAX center pin lightning protection installed within two feet from the entry manifold and grounded to master ground bar in the Site ground system.
- (i) All equipment cabinets will be identified with a typed label under plastic on which the Tenant's name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Tenant's FCC license.
- (j) Monitor speakers will be disabled except when maintenance is being performed. All antenna lines will be tagged within 12 inches of the termination of the feeder cable at both ends, at the entrance to the building, at repeater or base station cabinet, and at the multicoupler/combiner ports.
- (k) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not plated. Painted towers will require the painting of feedlines by the Tenant, unless installed by Owner, prior to or before completion of the install.

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Tenant Site ID:  
Tenant Site Name: SBA Woodbridge 2

### **General**

3. Tenant must comply with any applicable instructions regarding any Site security system.
  - (a) Gates will remain closed at all times unless entering or exiting the premises. When leaving the shelter, ensure that all doors are locked and, if there is a security system, it is armed.
  - (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Owner.
  - (c) This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.
  - (d) Do not adjust or tamper with thermostats or HVAC systems.
  - (e) Access to the shelter roof is restricted to authorized maintenance personnel.

Site ID: CA45427-A-02  
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Tenant Site Name: SBA Woodbridge 2

**EXHIBIT E**  
**GROUND LEASE**

See attached

Master Assignment and Assumption Agreement

Amended and Restated Certificate of Formation

Certificate of Merger

Assignment and Assumption of Ground Lease

and

Communications Site Lease Agreement (Ground)

## MASTER ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS MASTER ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into as of this 18th day of April, 2013 ("Transfer Date"), by SBA PROPERTIES, LLC, a Delaware limited liability company ("Properties"), SBA STRUCTURES, LLC, a Delaware limited liability company ("Structures"), SBA INFRASTRUCTURE, LLC, a Delaware limited liability company ("Infrastructure"), SBA 2012 TC ASSETS, LLC, a Delaware limited liability company ("TC Assets"), SBA MONARCH TOWERS I, LLC, a Delaware limited liability company ("Monarch"), SBA TOWERS IV, LLC, a Delaware limited liability company ("Towers IV") and SBA 2012 TC ASSETS PR, LLC, a Delaware limited liability company ("Assets PR") (collectively Properties, Structures, Infrastructure, TC Assets, Monarch, Towers IV and Assets PR are "Assignors" and each individually an "Assignor"), and SBA STEEL LLC, a Florida limited liability company ("Steel"), SBA STEEL II, LLC, a Florida limited liability company ("Steel II"), SBA MONARCH STEEL, LLC, a Florida limited liability company ("Monarch Steel"), SBA TOWERS V, LLC, a Florida limited liability company ("Towers V"), SBA PUERTO RICO, INC., a Florida corporation ("Puerto Rico") and SBA SITE MANAGEMENT, LLC, a Florida limited liability company ("Site Management") (collectively Steel, Steel II, Monarch Steel, Towers V, Puerto Rico and Site Management are "Assignees" and each individually an "Assignee"), all having an address at 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487.

### Preliminary Statement:

Assignors (i) are currently the tenant/grantee under the ground leases, options and/or easements (collectively "Ground Leases") for the sites described on Exhibit A-1 thru Exhibit A-11 attached hereto, (ii) are the owners of fee title to the parcels of real property ("Fee Property") more particular described on Exhibit B-1 thru Exhibit B-6 attached hereto, (iii) are the owner of the communications towers and related property (including work product) (collectively, the "Property") located on or related to the Fee Property and the real property encumbered by the Ground Leases ("Leased Property"), (iv) are the landlord under various leases and licenses of space on the Property, the Fee Property and the Leased Property, (v) are currently the tenant under the site lease and/or management agreements (collectively the "Site Leases") for the sites described on Exhibit C attached hereto, and (vi) are the landlord under various subleases and licenses of space ("Subleases") of the property subject to the Site Leases.

Contemporaneous with the execution hereof, Assignors are transferring title to the Fee Property, to Assignees as described below.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignees hereby agree as follows:

1. ASSIGNMENT OF GROUND LEASES. As of the Transfer Date,

- a. Properties hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Leases described on Exhibit A-1 to Steel, and its successors and assigns;
- b. Structures hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Leases described on Exhibit A-2 to Steel, and its successors and assigns;
- c. Infrastructure hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Leases described on Exhibit A-3 to Steel, and its successors and assigns;
- d. TC Assets hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Leases described on Exhibit A-4 to Steel, and its successors and assigns;
- e. TC Assets hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Leases described on Exhibit A-5 to Steel II, and its successors and assigns;
- f. TC Assets hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Leases described on Exhibit A-6 to Towers V, and its successors and assigns;
- g. Monarch hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Leases described on Exhibit A-7 to Monarch Steel, and its successors and assigns;
- h. Towers IV hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Leases described on Exhibit A-8 to Steel, and its successors and assigns;
- i. Towers IV hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Leases described on Exhibit A-9 to Steel II, and its successors and assigns;
- j. Towers IV hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Leases described on Exhibit A-10 to Towers V, and its successors and assigns; and
- k. Assets PR hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Leases described on Exhibit A-11 to Puerto Rico, and its successors and assigns.

To the extent that more than one (1) agreement or interest is being transferred from any Assignor to any Assignee with respect to any particular Leased Property, it is the intention of the parties hereto that such interests shall not merge but shall remain separate and distinct interests in the underlying real property.

2. ACCEPTANCE OF ASSIGNMENT. Each Assignee as of the Transfer Date hereby accepts the respective assignments of the Ground Leases and assumes all of the respective Assignor's obligations under the Ground Leases which arise or relate to the period of time after the Transfer Date.

3. CONVEYANCE OF FEE. Contemporaneous with the execution hereof:



- a. TC Assets is conveying title to the Fee Property described on Exhibit B-1 to Steel II;
- b. Infrastructure is conveying title to the Fee Property described on Exhibit B-2 to Steel;
- c. Properties is conveying title to the Fee Property described on Exhibit B-1 to Steel;
- d. Structures is conveying title to the Fee Property described on Exhibit B-1 to Steel;
- e. Towers IV is conveying title to the Fee Property described on Exhibit B-1 to Steel; and
- f. Towers IV is conveying title to the Fee Property described on Exhibit B-1 to Towers V.

4. **SALE OF PERSONAL PROPERTY.** As of the Transfer Date, with respect to the sites identified on Exhibit A-1 thru Exhibit A-11, each respective Assignor hereby conveys, sells, transfers and delivers to the corresponding Assignee from Section 1 above, and its successors and assigns, such Assignor's interests in the Property owned by such Assignor and located on or used in connection with the Leased Property owned by such Assignor, including but not limited to the communications towers and any appurtenances to or improvements located on such Leased Property. With respect to the sites identified on Exhibit B-1 thru Exhibit B-6, each respective Assignor hereby conveys, sells, transfers and delivers to the corresponding Assignee from Section 3 above, and its successors and assigns, such Assignor's interests in the Property owned by such Assignor and located on or used in connection with the Fee Property owned by such Assignor, including but not limited to the communications towers and any appurtenances to or improvements located on such Fee Property.

5. **ASSIGNMENT OF TENANT LEASES.** As of the Transfer Date, with respect to each of the sites identified on Exhibit A-1 thru Exhibit A-11 and Exhibit B-1 thru Exhibit B-6, each respective Assignor hereby assigns and transfers to the corresponding Assignee, and its successors and assigns, all of such Assignor's right, title, claim and interest in, to and under (a) all leases, licenses and other occupancy agreements with respect to such site ("Tenant Leases"); (b) all security deposits under the Tenant Leases; (c) all rights to any unpaid rents or other payments under the Tenant Leases; and (d) all guarantees and other assurances with respect to the Tenant Leases.

6. **SUBLEASES.** As of the Transfer Date, TC Assets hereby assigns and transfers all of its right, title, claim and interest in, to and under the Site Leases and Subleases to Management, its successors and assigns. Management as of the Transfer Date hereby accepts the forgoing assignment of the Site Leases and Subleases and assumes all of the Assignor's obligations under the Site Leases and Subleases which arise or relate to the period of time after the Transfer Date,

7. **JURISDICTION AND VENUE.** The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Palm Beach County.

Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

8. BINDING EFFECT. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

9. GOVERNING LAW. This Assignment will be governed by and construed in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

10. WARRANTY. With respect to each of the sites identified on Exhibit A-1 thru Exhibit A-11 and Exhibit B-1 thru Exhibit B-6, each respective Assignor hereby warrants to the corresponding Assignee that such Assignor has good and marketable leasehold title to its Leased Property and good and marketable title to its Fee Property, in both cases subject only to those items disclosed in Assignor's existing title insurance policies. Each Assignor will indemnify the corresponding Assignee for any breach by such Assignor of the terms of this Section.

THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

Witnesses:

ASSIGNOR:

SBA PROPERTIES, LLC, a Delaware limited liability company

Stacey Lane  
Print Name: Stacey Lane

By: [Signature]  
Print Name: Thomas P. Hunt  
Title: Senior Vice President and General Counsel

[Signature]  
Print Name: Denise Ott

SBA STRUCTURES, LLC, a Delaware limited liability company

Stacey Lane  
Print Name: Stacey Lane

By: [Signature]  
Print Name: Thomas P. Hunt  
Title: Senior Vice President and General Counsel

[Signature]  
Print Name: Denise Ott

SBA INFRASTRUCTURE, LLC, a Delaware limited liability company

Stacey Lane  
Print Name: Stacey Lane

By: [Signature]  
Print Name: Thomas P. Hunt  
Title: Senior Vice President and General Counsel

[Signature]  
Print Name: Denise Ott

SBA 2012 TC ASSETS, LLC, a Delaware  
limited liability company

Stacey Lane  
Print Name: Stacey Lane

Denise Off  
Print Name: Denise Off

By: [Signature]  
Print Name: Thomas P. Hunt  
Title: Senior Vice President and General  
Counsel

SBA MONARCH TOWERS I, LLC, a  
Delaware limited liability company

Stacey Lane  
Print Name: Stacey Lane

Denise Off  
Print Name: Denise Off

By: [Signature]  
Print Name: Thomas P. Hunt  
Title: Senior Vice President and General  
Counsel

SBA TOWERS IV, LLC, a Delaware limited  
liability company

Stacey Lane  
Print Name: Stacey Lane

Denise Off  
Print Name: Denise Off

By: [Signature]  
Print Name: Thomas P. Hunt  
Title: Senior Vice President and General  
Counsel

SBA 2012 TC ASSETS PR, LLC, a Delaware  
limited liability company

Stacey Lane  
Print Name: Stacey Lane

Denise Off  
Print Name: Denise Off

By: [Signature]  
Print Name: Thomas P. Hunt  
Title: Senior Vice President and General  
Counsel

Stacey Lane  
Print Name: Stacey Lane

DDH  
Print Name: Denese Ditt

Stacey Lane  
Print Name: Stacey Lane

DDH  
Print Name: Denese Ditt

Stacey Lane  
Print Name: Stacey Lane

DDH  
Print Name: Denese Ditt

Stacey Lane  
Print Name: Stacey Lane

DDH  
Print Name: Denese Ditt

**ASSIGNEE:**

SBA STEEL LLC, a Florida limited liability company

By: [Signature]  
Print Name: Thomas P. Hunt  
Title: Senior Vice President and General Counsel

SBA STEEL II, LLC, a Florida limited liability company

By: [Signature]  
Print Name: Thomas P. Hunt  
Title: Senior Vice President and General Counsel

SBA MONARCH STEEL, LLC, a Florida limited liability company

By: [Signature]  
Print Name: Thomas P. Hunt  
Title: Senior Vice President and General Counsel

SBA TOWERS V, LLC, a Florida limited liability company

By: [Signature]  
Print Name: Thomas P. Hunt  
Title: Senior Vice President and General Counsel

SBA PUERTO RICO, INC., a Florida corporation

Stacey Lane  
Print Name: Stacey Lane

DOT  
Print Name: Doreen DOT

By: [Signature]  
Print Name: Thomas P. Hunt  
Title: Senior Vice President and General Counsel

SBA SITE MANAGEMENT, LLC, a Florida limited liability company

Stacey Lane  
Print Name: Stacey Lane

DOT  
Print Name: Doreen DOT

By: [Signature]  
Print Name: Thomas P. Hunt  
Title: Senior Vice President and General Counsel

**EXHIBIT A-1**

**Leased Property from Properties to Steel**

**SBA SITE ID NUMBERS**

MD07307-A

OH05515-B

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**EXHIBIT A-2**

**Leased Property from Structures to Steel**

**SBA SITE ID NUMBERS**

CA20075-A

LA20383-A

LA20386-A

LA20396-A

LA20429-A

MI20352-A

MI20353-A

TX20392-A

TX20949-A

TX21019-A



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**EXHIBIT A-3**

**Leased Property from Infrastructure to Steel**

**SBA SITE ID NUMBERS**

IA12565-A  
IA12598-A  
IA12608-A  
IA20594-A  
IA20615-A  
LA20698-A

**EXHIBIT A-4**

**Leased Property from TC Assets to Steel**

**SBA SITE ID NUMBERS**

AZ45055-A	CA45289-A	CA45642-A	CA45862-A	CA46015-A
AZ45097-A	CA45291-A	CA45645-A	CA45864-A	CA46017-A
AZ45104-A	CA45295-A	CA45662-A	CA45871-A	CA46019-A
AZ45111-A	CA45309-A	CA45669-A	CA45876-A	CA46020-A
AZ45120-A	CA45314-A	CA45672-A	CA45882-A	CA46026-A
AZ45132-A	CA45315-A	CA45674-A	CA45885-A	CA46027-A
CA45005-A	CA45317-A	CA45675-A	CA45889-A	CA46030-A
CA45142-A	CA45328-A	CA45677-A	CA45891-A	CA46035-A
CA45143-A	CA45334-A	CA45685-A	CA45896-A	CO46044-A
CA45150-A	CA45339-A	CA45689-A	CA45901-A	CO46053-A
CA45152-A	CA45353-A	CA45706-A	CA45904-A	CO46056-A
CA45156-A	CA45360-A	CA45709-A	CA45906-A	CO46061-A
CA45157-A	CA45365-A	CA45713-A	CA45909-A	CO46074-A
CA45158-A	CA45430-A	CA45727-A	CA45910-A	CO46081-A
CA45159-A	CA45435-A	CA45733-A	CA45911-A	CO46084-A
CA45162-A	CA45437-A	CA45736-A	CA45912-A	CO46087-A
CA45164-A	CA45440-A	CA45738-A	CA45914-A	CO46104-A
CA45165-A	CA45446-A	CA45744-A	CA45915-A	CO46106-A
CA45167-A	CA45447-A	CA45749-A	CA45920-A	CO46111-A
CA45168-A	CA45451-A	CA45752-A	CA45927-A	CO46117-A
CA45169-A	CA45458-A	CA45753-A	CA45928-A	CO46118-A
CA45171-A	CA45463-A	CA45755-A	CA45934-A	CT46140-A
CA45173-A	CA45465-A	CA45756-A	CA45939-A	DE46165-A
CA45178-A	CA45484-A	CA45766-A	CA45943-A	FL46179-A
CA45182-A	CA45540-A	CA45771-A	CA45946-A	FL46181-A
CA45183-A	CA45543-A	CA45774-A	CA45947-A	FL46185-A
CA45185-A	CA45571-A	CA45778-A	CA45954-A	FL46200-A
CA45194-A	CA45574-A	CA45785-A	CA45961-A	FL46202-A
CA45207-A	CA45576-A	CA45793-A	CA45963-A	FL46208-A
CA45254-A	CA45579-A	CA45802-A	CA45967-A	FL46209-A
CA45259-A	CA45580-A	CA45806-A	CA45972-A	FL46213-A
CA45263-A	CA45582-A	CA45813-A	CA45982-A	FL46232-A
CA45267-A	CA45584-A	CA45829-A	CA45987-A	FL46236-A
CA45268-A	CA45588-A	CA45833-A	CA45988-A	FL46250-A
CA45269-A	CA45591-A	CA45834-A	CA45991-A	FL46252-A
CA45276-A	CA45596-A	CA45841-A	CA45995-A	FL46254-A
CA45279-A	CA45604-A	CA45842-A	CA46002-A	FL46258-A
CA45280-A	CA45616-A	CA45845-A	CA46013-A	FL46262-A
CA45288-A	CA45639-A	CA45857-A	CA46014-A	FL46268-A

FL46272-A	IL46494-A	MA46711-A	NV47299-A	OR47611-A
FL46274-A	IL46497-A	ME46753-A	NV47301-A	PA47680-A
FL46283-A	IL46507-A	MI46784-A	NV47313-A	PA47692-A
FL46292-A	IL46508-A	MI46787-A	NV47316-A	SC47749-A
FL46293-A	IL46515-A	MI46788-A	NV47328-A	SC47752-A
GA46359-A	IL46520-A	MI46800-A	NV47329-A	SC47759-A
HI46401-A	IL46521-A	MI46830-A	NV47341-A	TX47911-A
HI46403-A	IL46525-A	MI46847-A	NV47344-A	TX47942-A
HI46404-A	IL46526-A	MI46852-A	NV47348-A	TX47944-A
HI46411-A	IL46527-A	MI46893-A	NV47350-A	TX47950-A
HI46412-A	IL46537-A	MI46902-A	NV47351-A	TX48012-A
HI46415-A	IL46551-A	MI46904-A	NV47352-A	UT48074-A
HI46422-A	IN46595-A	MO47024-A	NV47353-A	UT48088-A
ID46429-A	IN46604-A	MO47092-A	NY47365-A	VA48114-A
ID46436-A	KS46619-A	NC47139-A	NY47392-A	VA48115-A
IL46444-A	LA46645-A	NC47158-A	NY47393-A	VA48127-A
IL46468-A	LA46649-A	NJ47182-A	NY47401-A	VA48128-A
IL46469-A	MA46676-A	NJ47226-A	NY47417-A	VA48130-A
IL46472-A	MA46679-A	NM47254-A	NY47420-A	VA48131-A
IL46479-A	MA46682-A	NM47255-A	OH47449-A	WA48177-A
IL46482-A	MA46685-A	NV47277-A	OH47459-A	WA48189-A
IL46483-A	MA46687-A	NV47289-A	OH47461-A	WA48190-A
IL46487-A	MA46703-A	NV47292-A	OH47530-A	WA48202-A
IL46490-A	MA46704-A	NV47293-A	OH47560-A	

**EXHIBIT A-5**

**Leased Property from TC Assets to Steel II**

**SBA SITE ID NUMBERS**

	CA45184-A	CA45378-A	CA45494-A	CA45640-A
AL45008-A	CA45187-A	CA45381-A	CA45495-A	CA45641-A
AL45009-A	CA45188-A	CA45382-A	CA45498-A	CA45648-A
AL45013-A	CA45196-A	CA45383-A	CA45499-A	CA45655-A
AL45020-A	CA45198-A	CA45384-A	CA45502-A	CA45660-A
AL45021-A	CA45202-A	CA45385-A	CA45504-A	CA45661-A
AL45022-A	CA45204-A	CA45386-A	CA45511-A	CA45666-A
AL45023-A	CA45210-A	CA45387-A	CA45513-A	CA45667-A
AL45024-A	CA45212-A	CA45388-A	CA45514-A	CA45668-A
AL45026-A	CA45225-A	CA45389-A	CA45521-A	CA45676-A
AZ45043-A	CA45233-A	CA45391-A	CA45522-A	CA45683-A
AZ45048-A	CA45236-A	CA45393-A	CA45524-A	CA45686-A
AZ45049-A	CA45242-A	CA45395-A	CA45530-A	CA45687-A
AZ45050-A	CA45243-A	CA45399-A	CA45539-A	CA45691-A
AZ45052-A	CA45247-A	CA45402-A	CA45544-A	CA45693-A
AZ45057-A	CA45252-A	CA45404-A	CA45546-A	CA45697-A
AZ45059-A	CA45253-A	CA45407-A	CA45550-A	CA45719-A
AZ45062-A	CA45271-A	CA45408-A	CA45551-A	CA45725-A
AZ45065-A	CA45275-A	CA45414-A	CA45558-A	CA45728-A
AZ45066-A	CA45283-A	CA45415-A	CA45565-A	CA45730-A
AZ45067-A	CA45287-A	CA45417-A	CA45566-A	CA45732-A
AZ45071-A	CA45297-A	CA45418-A	CA45570-A	CA45737-A
AZ45075-A	CA45300-A	CA45422-A	CA45575-A	CA45740-A
AZ45078-A	CA45301-A	CA45426-A	CA45577-A	CA45741-A
AZ45082-A	CA45302-A	CA45427-A	CA45578-A	CA45743-A
AZ45084-A	CA45305-A	CA45428-A	CA45581-A	CA45745-A
AZ45085-A	CA45322-A	CA45429-A	CA45583-A	CA45747-A
AZ45086-A	CA45325-A	CA45436-A	CA45585-A	CA45748-A
AZ45087-A	CA45336-A	CA45456-A	CA45586-A	CA45750-A
AZ45091-A	CA45337-A	CA45459-A	CA45587-A	CA45758-A
AZ45092-A	CA45341-A	CA45462-A	CA45594-A	CA45760-A
AZ45095-A	CA45348-A	CA45467-A	CA45595-A	CA45761-A
AZ45096-A	CA45349-A	CA45469-A	CA45598-A	CA45767-A
AZ45101-A	CA45354-A	CA45470-A	CA45606-A	CA45769-A
AZ45102-A	CA45358-A	CA45471-A	CA45612-A	CA45781-A
CA45145-A	CA45359-A	CA45477-A	CA45618-A	CA45783-A
CA45148-A	CA45367-A	CA45481-A	CA45620-A	CA45787-A
CA45153-A	CA45370-A	CA45485-A	CA45625-A	CA45788-A
CA45166-A	CA45375-A	CA45486-A	CA45626-A	CA45790-A
CA45179-A	CA45377-A	CA45493-A	CA45638-A	CA45791-A

CA45794-A	GA46389-A	LA46668-A	MO47080-A	OH47521-A
CA45797-A	GA46390-A	MA46699-A	MO47083-A	OH47525-A
CA45803-A	GA46391-A	MA46708-A	MS47112-A	OH47527-A
CA45811-A	GA46395-A	MI46802-A	NC47129-A	OH47529-A
CA45815-A	GA46398-A	MI46806-A	NC47130-A	OH47531-A
CA45817-A	HI46402-A	MI46809-A	NC47145-A	OH47532-A
CA45818-A	HI46406-A	MI46810-A	NC47149-A	OH47534-A
CA45819-A	HI46421-A	MI46812-A	NC47150-A	OH47538-A
CA45820-A	IL46462-A	MI46817-A	NC47152-A	OH47540-A
CA45821-A	IL46474-A	MI46818-A	NC47154-A	OH47541-A
CA45822-A	IL46478-A	MI46822-A	NM47256-A	OH47543-A
CA45823-A	IL46491-A	MI46828-A	NM47257-A	OH47545-A
CA45824-A	IL46500-A	MI46829-A	NM47259-A	OH47546-A
CA45825-A	IL46506-A	MI46832-A	NV47269-A	OH47548-A
CA45826-A	IL46513-A	MI46862-A	NV47270-A	OH47549-A
CA45827-A	IL46517-A	MI46876-A	NV47271-A	OH47554-A
CA45828-A	IL46518-A	MI46885-A	NV47272-A	OH47556-A
CA46011-A	IL46519-A	MI46888-A	NV47274-A	OH47558-A
CO46046-A	IL46528-A	MI46890-A	NV47286-A	OK47582-A
CO46050-A	IL46534-A	MI46897-A	NV47298-A	OK47587-A
CO46052-A	IL46535-A	MI46905-A	NV47305-A	OK47589-A
CO46054-A	IN46561-A	MI46927-A	NV47306-A	OK47590-A
CO46057-A	IN46562-A	MI46931-A	NV47307-A	OK47593-A
CO46059-A	IN46571-A	MI46932-A	NV47308-A	OK47597-A
CO46063-A	IN46572-A	MI46955-A	NV47314-A	OR47617-A
CO46071-A	IN46575-A	MI46956-A	NV47321-A	OR47620-A
CO46082-A	IN46577-A	MN46978-A	NV47362-A	OR47630-A
CO46089-A	IN46579-A	MO47021-A	NY47414-A	OR47632-A
CO46095-A	IN46580-A	MO47026-A	OH47457-A	PA47695-A
DE46161-A	IN46583-A	MO47030-A	OH47463-A	PA47698-A
DE46164-A	IN46590-A	MO47036-A	OH47464-A	PA47700-A
FL46180-A	IN46592-A	MO47042-A	OH47472-A	PA47704-A
FL46188-A	IN46596-A	MO47045-A	OH47475-A	SC47743-A
FL46229-A	KS46612-A	MO47047-A	OH47479-A	SC47750-A
FL46255-A	KS46615-A	MO47049-A	OH47484-A	SC47754-A
FL46257-A	KS46616-A	MO47052-A	OH47485-A	SC47758-A
FL46286-A	KY46624-A	MO47054-A	OH47487-A	SC47762-A
GA46318-A	LA46637-A	MO47056-A	OH47489-A	TN47782-A
GA46324-A	LA46638-A	MO47059-A	OH47492-A	TN47785-A
GA46335-A	LA46644-A	MO47061-A	OH47494-A	TN47794-A
GA46350-A	LA46646-A	MO47065-A	OH47496-A	TN47795-A
GA46371-A	LA46648-A	MO47066-A	OH47503-A	TN47796-A
GA46382-A	LA46650-A	MO47068-A	OH47511-A	TX47935-A
GA46386-A	LA46653-A	MO47073-A	OH47517-A	TX47937-A
GA46387-A	LA46656-A	MO47076-A	OH47518-A	TX47939-A

TX47955-A	TX47981-A	TX48031-A	UT48069-A	WA48184-A
TX47959-A	TX47984-A	TX48032-A	UT48070-A	WA48191-A
TX47960-A	TX47991-A	TX48033-A	UT48076-A	WA48194-A
TX47962-A	TX48004-A	TX48034-A	UT48077-A	WA48196-A
TX47963-A	TX48008-A	TX48035-A	UT48078-A	WA48199-A
TX47964-A	TX48009-A	TX48036-A	UT48081-A	WA48200-A
TX47967-A	TX48016-A	TX48037-A	UT48082-A	WA48203-A
TX47969-A	TX48020-A	TX48038-A	UT48086-A	WA48204-A
TX47971-A	TX48021-A	TX48039-A	UT48087-A	WA48206-A
TX47972-A	TX48024-A	TX48040-A	UT48089-A	WA48209-A
TX47973-A	TX48025-A	TX48041-A	UT48090-A	WA48214-A
TX47974-A	TX48026-A	TX48042-A	VA48124-A	WA48215-A
TX47975-A	TX48027-A	TX48045-A	VA48141-A	WI48232-A
TX47976-A	TX48028-A	TX48046-A	WA48176-A	WI48233-A
TX47978-A	TX48029-A	UT48065-A	WA48181-A	WV48256-A
TX47979-A	TX48030-A	UT48068-A	WA48183-A	

**EXHIBIT A-6**

**Leased Property from TC Assets to Towers V**

**SBA SITE ID NUMBERS**

CA45004-A  
CA45487-A  
DC46154-A  
HI46400-A  
HI46408-A  
HI46413-A  
HI46414-A  
HI46417-A  
HI46419-A  
IL46503-A  
NM47240-A  
NM47241-A  
NM47243-A  
NM47250-A  
NM47261-A  
NM47264-A  
NM47265-A  
NM47266-A

EXHIBIT A-7

Leased Property from Monarch to Monarch Steel

**SBA SITE ID NUMBERS**

AL40000-T	CA40554-T	GA40095-T	NM41481-T	TX40300-T
AL40005-T	CA40556-T	GA40933-T	NM41484-T	TX40302-T
AL40006-T	CA40557-T	GA40935-T	NY41499-T	TX40304-T
AL40007-T	CA40561-T	GA40942-T	OH40202-T	TX40305-T
AL40008-T	CA40563-T	GA40946-T	OH40203-T	TX40307-T
AL40009-T	CA40564-T	GA40947-T	OH40210-T	TX40308-T
AL40011-T	CA40568-T	GA40949-T	OH40213-T	TX40310-T
AL40012-T	CA40570-T	GA40950-T	OH40216-T	TX40311-T
AL40014-T	CA40571-T	GA40951-T	OH40217-T	TX40320-T
AL40453-T	CA40575-T	IL40110-T	OH40218-T	TX40322-T
AL40456-T	CA40576-T	IL41033-T	OH40220-T	TX40325-T
AL40458-T	CA40577-T	IN40128-T	OH40221-T	TX40326-T
AZ40020-T	CA40578-T	KS41141-T	OH41528-T	TX40327-T
AZ40514-T	CA40845-T	LA40141-T	OK40238-T	TX40328-T
AZ40517-T	CA40846-T	LA41192-T	OK40239-T	TX40329-T
CA40031-T	CA40847-T	LA41193-T	OK40241-T	TX40330-T
CA40037-T	CA40849-T	MD41215-T	OK40243-T	TX40331-T
CA40040-T	CA42087-G	MI41255-T	OK41593-T	TX40332-T
CA40042-T	CO40061-T	MI41257-T	OK41596-T	TX40333-T
CA40043-T	CO40063-T	MI41259-T	OR41700-T	TX41802-T
CA40045-T	CO40851-T	MI41260-T	PA41702-T	TX41803-T
CA40047-T	CO40852-T	MI41262-T	RI41755-T	TX41804-T
CA40048-T	DE40877-T	MI41263-T	SC40273-T	TX41805-T
CA40051-T	FL40071-T	MO40163-T	SC40274-T	TX41808-T
CA40052-T	FL40072-T	NC40176-T	SC41757-T	TX42090-G
CA40053-T	FL40073-T	NC40180-T	TN40287-T	WA40441-T
CA40054-T	FL40882-T	NC40181-T	TN40288-T	WA40444-T
CA40055-T	GA40080-T	NC40182-T	TN40290-T	WA42036-T
CA40057-T	GA40083-T	NC41422-T	TN40293-T	
CA40550-T	GA40088-T	NM41478-T	TN40296-T	
CA40551-T	GA40091-T	NM41479-T	TX40299-T	



**EXHIBIT A-8**

**Leased Property from Towers IV to Steel**

**SBA SITE ID NUMBERS**

CA14998-A	IA12573-A	MI46770-A	NH47170-A	PA47667-A
DE46156-A	IA12576-A	MI46772-A	NJ47175-A	PA47668-A
DE48272-B	IA12585-A	MI46774-A	NJ47176-A	PA47669-A
FL15353-A	IA12599-A	MI46778-A	NV14961-A	PA48285-G
FL15364-A	IA12601-A	MI46779-A	NV14965-A	PA48286-G
FL15365-A	IA12617-A	MI46780-A	NV15010-A	SD12618-A
IA12564-A	IL15184-B	MN46969-A	NY48281-G	TX15172-S
IA12567-A	IN46555-A	MN46970-A	OH48282-G	VA48266-A
IA12568-A	MA48259-A	MS47102-A	OH48283-G	WI15220-B
IA12570-A	MD48260-A	MS47104-A	OR48284-G	
IA12572-A	MI13249-A	NC47122-A	PA15083-S	

**EXHIBIT A-9**

**Leased Property from Towers IV to Steel II**

**SBA SITE ID NUMBERS**

AL13037-A  
GA13086-A  
GA13096-A  
GA13097-A  
GA13101-A  
GA13123-A  
GA13126-A  
KY13155-A  
KY13156-A  
KY13157-A  
KY13174-A  
KY13179-A  
PA13375-A

## EXHIBIT A-10

### **Leased Property from Towers IV to Towers V**

#### **SBA SITE ID NUMBERS**

AL15039-S	CA15281-S	FL15440-S	NC15127-S	OK14686-S	TN14853-S
AL15209-S	CA15377-S	GA14591-S	NC15130-S	OK14688-S	TN15380-S
AL15217-S	CA15379-S	GA15238-S	NC15141-S	OK14692-S	TX15131-B
AL15218-S	CA15411-S	GA15246-S	NC15415-S	OK14694-S	TX15296-S
AL15245-S	CA15412-S	GA15457-S	NC15436-S	OK14695-S	VT12718-S
AR14691-S	CA15413-S	HJ46399-A	NC15437-S	OK14696-S	VT14271-S
AR14822-S	CA15414-S	IL12341-B	NC15438-S	OK14697-S	VT14530-S
AR15454-S	CA15416-S	IL14792-B	NC48275-B	OK14698-S	VT14541-S
AZ15410-B	CA15419-S	IL15181-B	NH14789-S	OK14699-S	VT14560-S
AZ48289-G	CA15424-S	IL15182-B	NH14790-S	OK15253-B	VT14565-S
AZ48295-G	CA15425-S	IL15185-B	NH14854-S	OR15125-S	VT14567-S
AZ48296-G	CA15426-S	IL15186-B	NH14856-S	OR15201-S	VT14907-S
CA14188-S	CA15427-S	IL15187-B	NH15123-S	PA14206-S	VT15084-S
CA14201-B	CA15428-S	IL15188-B	NH15208-S	PA14585-S	WA15143-S
CA14289-S	CA15434-S	IL15189-B	NH15255-S	PA14874-S	WA15202-S
CA14441-B	CA15435-S	IL48274-B	NH48269-B	PA14898-S	WA15254-S
CA14445-B	CA15441-S	IN15075-B	NH48270-B	PA15032-S	WA15455-S
CA14583-B	CA15442-S	IN15271-B	NJ14708-S	PA15034-S	WI14595-B
CA14633-B	CA15443-S	IN15272-B	NV15103-S	PA15056-S	WI14932-B
CA14762-B	CA15445-S	IN15273-B	NV15104-S	PA15081-S	WI14934-B
CA14863-S	CA15448-S	IN15274-B	NV15105-S	PA15109-S	WI14935-B
CA15093-S	CA15450-S	LA14274-S	NV15106-S	PA15110-S	WI14956-B
CA15146-S	CA15451-S	LA15460-S	NV48278-B	PA15112-S	WI15193-B
CA15155-S	CA15452-S	MA15096-S	NY08424-S	PA15113-S	WI15194-B
CA15203-S	CA15453-S	MA15099-S	NY15197-S	PA15116-S	WI15195-B
CA15204-S	CA15458-S	MA15295-S	NY15222-S	PA15121-S	WI15199-B
CA15205-S	CA15459-S	MD14724-S	NY15223-S	PA15144-S	WI15211-B
CA15206-S	CA15464-S	MD14725-S	NY15227-S	PA15180-S	WI15213-B
CA15239-S	CA48271-B	MD14728-S	NY15228-S	PA15251-S	WI15214-B
CA15240-S	CA48290-G	MI14914-S	NY15229-S	PA15252-S	WI15215-B
CA15242-S	CO15446-S	MI15248-S	NY15230-S	PA15292-S	WI15219-B
CA15243-S	CO48267-B	MI15352-S	NY15456-S	PA15316-B	WI15382-S
CA15244-S	CT11729-S	MI15422-S	NY15461-S	PA15378-S	WI48294-G
CA15249-S	CT14721-S	MN48297-G	OH14872-S	PA48288-B	
CA15250-S	CT15095-S	MO15052-S	OH15149-S	PA48293-G	
CA15279-S	CT15192-S	MO48277-B	OK14682-S	SC15128-S	
CA15280-S	DE48287-B	MS14765-S	OK14683-S	SC15129-S	

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**EXHIBIT A-11**

**Leased Property from Assets PR to Puerto Rico**

**SBA SITE ID NUMBERS**

PR47716-A

PR47717-A

PR47719-A

PR47720-A

PR47723-A

PR47726-A

PR47727-A

**EXHIBIT B-1**

**Fee Property from TC Assets to Steel II**

**SBA SITE ID NUMBERS**

AL45012-A

CA45379-A

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**EXHIBIT B-2**

**Fee Property from Infrastructure to Steel**

**SBA SITE ID NUMBERS**

ID20628-A

**EXHIBIT B-3**

**Fee Property from Properties to Steel**

**SBA SITE ID NUMBERS**

NH07346-A

NH07347-A

**EXHIBIT B-4**

**Fee Property from Structures to Steel**

**SBA SITE ID NUMBERS**

IN20336-A

TX20344-G

TX20389-A

TX20989-A



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**EXHIBIT B-5**

**Fee Property from Towers IV to Steel**

**SBA SITE ID NUMBERS**

IA12574-A

IA12588-A

IA12593-A

IA12597-A

IA12602-A

IA12605-A

IA15196-G

OH13344-A

TN13406-A

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**EXHIBIT B-6**

**Fee Property from Towers IV to Towers V**

**SBA SITE ID NUMBERS**

NM13334-A

PA15320-A

VA15431-A

**EXHIBIT C**

**Site Leases/Subleases from TC Assets to Site Management**

**SBA SITE ID NUMBERS**

WA98967-L

# Delaware

PAGE 1

*The First State*


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "TOWERCO ASSETS LLC", CHANGING ITS NAME FROM "TOWERCO ASSETS LLC" TO "SBA 2012 TC ASSETS, LLC", FILED IN THIS OFFICE ON THE FIRST DAY OF OCTOBER, A.D. 2012, AT 10:38 O'CLOCK A.M.

4595986 8100

121083716

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 9885270

DATE: 10-01-12

AMENDED AND RESTATED CERTIFICATE OF FORMATION  
OF  
TOWERCO ASSETS LLC

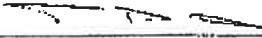
THIS Amended and Restated Certificate of Formation of TOWERCO ASSETS LLC, a Delaware limited liability company (the "*Company*"), dated October 1, 2012, has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of 6 Dcl. C. § 18-208, to amend and restate the original Certificate of Formation of the Company, which was filed on September 4, 2008 under the name TowerCo Assets LLC with the Secretary of State of Delaware, as hereafter amended (the "*Certificate*"), to form a limited liability company under the Delaware Limited Liability Company Act (6 Dcl. C. §§ 18-101, et seq.).

The Certificate is hereby amended and restated in its entirety to read as follows:

- "FIRST: The name of the Limited Liability Company is SBA 2012 TC Assets, LLC."
- SECOND: The address of the registered office of the Company in the State of Delaware is 3411 Silverside Road, Rodney Building, Suite 104, New Castle County, Wilmington, Delaware 19810. The name and address of the registered agent of the Company for service of process in the State of Delaware is Corporate Creations Network, Inc., 3411 Silverside Road, Rodney Building, Suite 104, New Castle County, Wilmington, Delaware 19810."

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of the date first-above written.

SBA 2012 TC Acquisition, LLC, a Delaware  
limited liability company, its sole member, as an  
authorized person

  
Thomas P. Hunt  
Senior Vice President, General Counsel and  
Secretary

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 10:38 AM 10/01/2012  
FILED 10:38 AM 10/01/2012  
SRV 121083716 - 4595986 FILE

TOTAL P.02

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"TOWER ENTITY 7 LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "TOWERCO ASSETS LLC" UNDER THE NAME OF "TOWERCO ASSETS LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF SEPTEMBER, A.D. 2008, AT 2:13 O'CLOCK P.M.

4595986 8100M

080978140

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6869067

DATE: 09-23-08

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02:08 PM 09/23/2008  
FILED 02:13 PM 09/23/2008  
SRV 080978140 - 4595986 FILE

CERTIFICATE OF MERGER

OF

TOWER ENTITY 7 LLC  
(a Delaware limited liability company)

AND

TOWERCO ASSETS LLC  
(a Delaware limited liability company)

The undersigned, a limited liability company formed and existing under and by virtue of the Delaware Limited Liability Company Act DOES HEREBY CERTIFY THAT:

1. The name and state of formation of each of the constituent limited liability companies to the merger are as follows:

<u>Name</u>	<u>State of Formation</u>
Tower Entity 7 LLC	Delaware
TowerCo Assets LLC	Delaware

2. An Agreement and Plan of Merger between the parties to the merger has been approved, adopted and executed by each constituent limited liability company in accordance with the requirements of Section 18-209 of the Delaware Limited Liability Company Act.

3. The name of the surviving limited liability company shall be TowerCo Assets LLC.

4. The Certificate of Formation of TowerCo Assets LLC as now in force and effect, shall continue to be the Certificate of Formation of said surviving limited liability company until amended and changed pursuant to the provisions of the Delaware Limited Liability Company Act.

5. The merger shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

6. The executed Agreement and Plan of Merger is on file at the office of the surviving company, the address of which is c/o TowerCo II Holdings LLC, 5000 Valleystone Drive, Cary, North Carolina 27519.

7. A copy of the Agreement and Plan of Merger will be furnished by the surviving company, on request and without cost, to any member of any constituent limited liability company.

Executed as of September 23, 2008.

TOWERCO ASSETS LLC

By: Daniel Hunt  
Name: Daniel Hunt  
Title: Authorized Person



Recording Requested by and  
When Recorded Mail to:

Hand America  
5600 COK RD  
Chen Allen Va  
23060

Recorded in Official Records, Orange County  
Tom Daly, Clerk-Recorder

36.00

2009000061595 09:56am 02/11/09

227 27 A34 A38 8

0.00 0.00 0.00 0.00 24.00 0.00 0.00 0.00

25  
98

TITLE OF DOCUMENT

Assignment and Assumption of  
Ground lease

Documentary Transfer Tax: \$ 0

- ☐ Computed on full value of property conveyed or  
☐ Value less remaining encumbrances

*[Signature]*  
Signature of Declarant

☐ Unincorporated Area

☒ City of

Parcel Number

Irvine

452-012-04

Mail Tax Statements To:

Tower Entity 7, LLC

4391 Sprint Parkway

Overland Park, KS 66251

APN: 452-012-04

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE*dease Unrecorded*

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made, entered into and effective as of this 23 day of September, 2008 ("Transfer Date"), by Nextel of California, Inc., a Delaware corporation, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-z2650, Overland Park, Kansas 66251-2650 ("Assignor"), to Tower Entity 7 LLC, a Delaware limited liability company, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-z2650, Overland Park, Kansas 66251-2650 ("Assignee"). The notice address for the Assignee shall be: Tower Entity 7 LLC c/o TowerCo Acquisition LLC, 5000 Valleystone Drive, Cary, North Carolina 27519.

*dease and Optms less than 35 years*Preliminary Statement:

Pursuant to that certain Purchase and Sale Agreement dated as of July 23, 2008 (as amended, modified and supplemented from time to time, the "Purchase Agreement"), by and between TowerCo Acquisition LLC, the parties identified as sellers therein (including Assignor), Sprint Spectrum L.P., as agent for such sellers and the "Tower Entities" (including Assignee) that become parties thereto, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease (as defined on Exhibit "A") to Assignee and to assign, transfer and convey to Assignee its right, title and interest in all Towers and Tower Related Buildings and Equipment located on the land demised under the Ground Lease (as such land is further described in Exhibit B (as so described, the "Real Property")). All capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. As of the Transfer Date, Assignor for good and valuable consideration as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, assign, contribute and transfer all of its right, title, and interest in, to and under the Ground Lease, and the leasehold, license or other interest created thereunder, to Assignee and its successors and assigns.

2. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assumed Liabilities arising under or pursuant to the Ground Lease.

Prop Add: 300 W. Yale Loop Irvine, CA 92604  
CA2374/CA6164  
Woodbridge

11378922

3. APPURTENANT PROPERTY, EASEMENTS, AND IMPROVEMENTS.

Assignor hereby grants, bargains, conveys, contributes and transfers to Assignee, its successors and assigns forever, all of Assignor's right, title and interest (subject to Permitted Liens) in and to (i) all appurtenant property and rights relating to the Real Property, (ii) all easements and rights of way benefiting the Real Property, (iii) all Towers located on the Real Property and (iv) all Tower Related Buildings and Equipment located on the Real Property and all other Tower Related Assets located on or relating to the Real Property; excluding, in the case of clauses (i) through (iv), any and all Excluded Assets.

4. BINDING EFFECT. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

5. GOVERNING LAW. This Assignment and its validity, construction and performance will be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to principles of conflicts of laws, except to the extent mandatorily governed by the laws of the state in which the Real Property is located.

6. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7. PURCHASE AGREEMENT. This Assignment is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Assignor or Assignee (it being understood that Assignee will not be deemed to be assuming any Excluded Liabilities). No provision of this Assignment shall in any way modify the express provisions (including without limitation the warranties, representations, covenants, agreements, conditions or any of the obligations and indemnifications of the parties hereto with respect to the subject matter of the Purchase Agreement) set forth in the Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

8. AMENDMENT. This Assignment may not be amended, waived or otherwise modified except by a written instrument signed by the parties hereto.

THIS ASSIGNMENT has been executed by Assignor and Assignee effective as of the Transfer Date.

[Signatures on following pages]


Witnesses:

  
Print Name: Christopher Leo

  
Print Name: Katherine Jenkins


ASSIGNOR:

Nextel of California, Inc., a Delaware corporation

By:   
Print Name: John F. Buchert  
Title: Assistant Secretary

State of New York  
County of New York

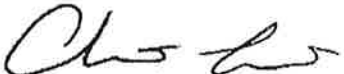
The foregoing instrument was acknowledged before me this 19 day of September, 2008, by John F. Buchert an Assistant Secretary of Nextel of California, Inc., a Delaware corporation, on behalf of the company. The above-named individual is personally known to me or has produced a drivers license or passport as identification.


  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

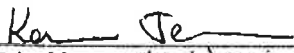
BRETTE TANNENBAUM  
Notary Public, State of New York  
#45177644  
Commission Expires November 19, 2011

ASSIGNEE:

Tower Entity 7 LLC, a Delaware limited liability company


  
Print Name: Christopher Leo

By:   
Name: John F. Buchert  
Title: Assistant Secretary

  
Print Name: Katherine Jenkin

State of New York  
County of New York

The foregoing instrument was acknowledged before me this 19 day of September, 2008, by John F. Buchert an Assistant Secretary of Tower Entity 7 LLC, a Delaware limited liability company, on behalf of the company. The above-named individual is personally known to me or has produced a drivers license or passport as identification.

  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

BRETTE TANNENBAUM  
Notary Public, State of New York  
No. 01TA6177844  
Qualified in New York County  
Commission Expires November 18, 2011

**EXHIBIT "A"**

**The Ground Lease**

That certain lease agreement (the "Ground Lease") dated November 11, 1999 by and between City Of Irvine, as lessor, and Assignor, as lessee, with respect to that certain parcel of real property ("Real Property") located in the County of Orange, State of CA, which Real Property is more particularly described on Exhibit "B" attached hereto. The Memorandum of the Ground Lease is recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ or as Official Document/Instrument Number \_\_\_\_\_, in the Register's office of Orange County, State of CA. *Lease Unrecorded*

Exhibit B  
Real Property

**OR-9931670**  
TITLE OFFICER - PASCHAL

**DESCRIPTION**

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF IRVINE, AND IS DESCRIBED AS FOLLOWS:

PARCELS 2 AND D AS SHOWN ON A MAP FILED IN BOOK 85, PAGES 42 THROUGH 44 INCLUSIVE OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

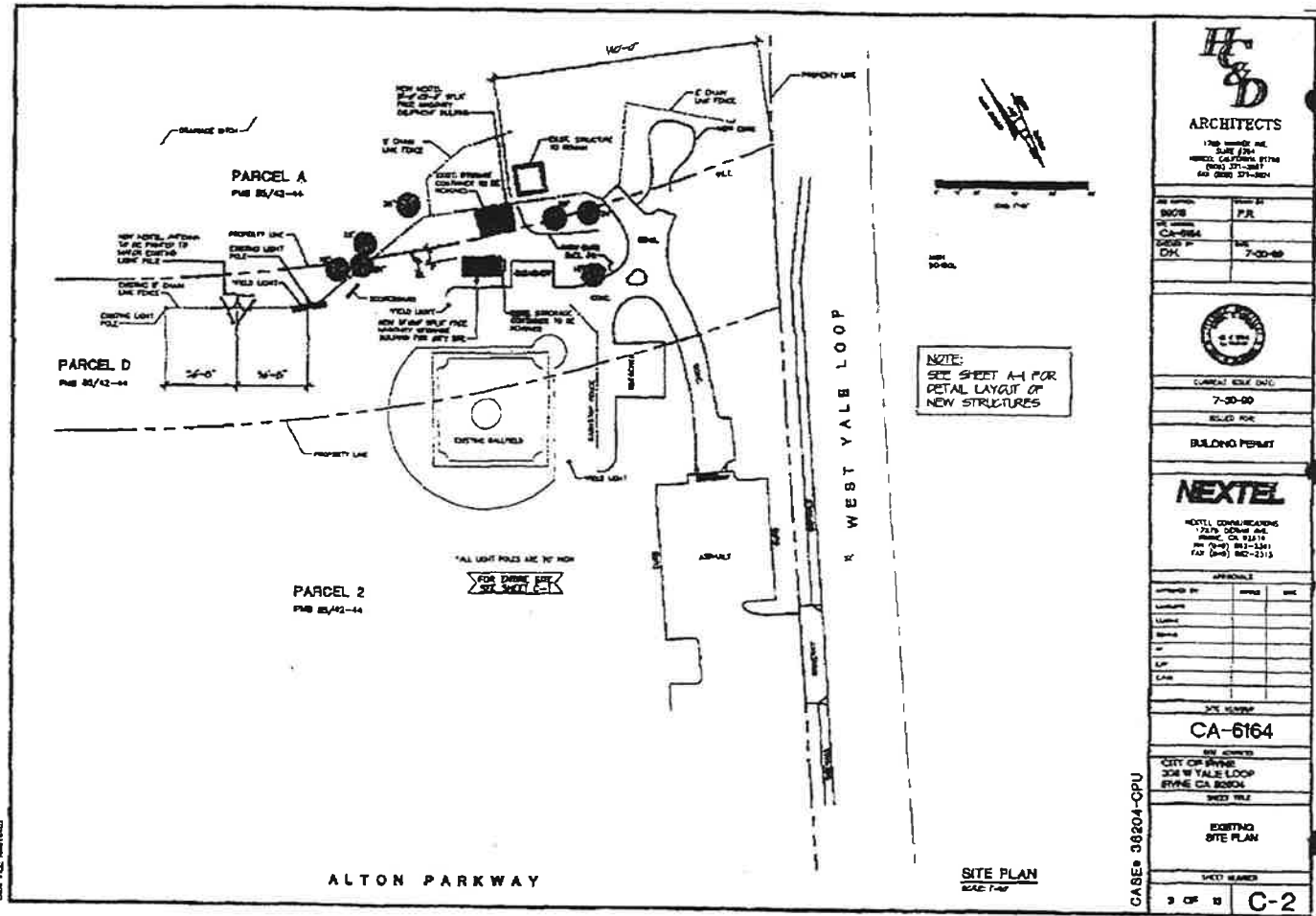
EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBON SUBSTANCES BY WHATSOEVER NAME KNOWN, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER SAID REAL PROPERTY, TOGETHER WITH ALL NECESSARY AND CONVENIENT RIGHTS TO EXPLORE FOR, DEVELOP, PRODUCE AND EXTRACT AND TAKE THE SAME, SUBJECT TO THE EXPRESS LIMITATION THAT ANY AND ALL OPERATIONS FOR THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF ANY OF SAID SUBSTANCES SHALL BE CARRIED ON AT LEVELS BELOW THE DEPTH OF FIVE HUNDRED (500) FEET FROM THE SURFACE OF SAID LAND BY MEANS OF WELLS, DERRICK AND/OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND, AND SUBJECT FURTHER TO THE EXPRESS LIMITATION THAT THE FOREGOING RESERVATION SHALL IN NO WAY BE INTERPRETED TO INCLUDE ANY RIGHT OF ENTRY IN AND UPON THE SURFACE OF THE LAND HEREINABOVE DESCRIBED. IT IS UNDERSTOOD BY THE PARTIES THAT THE ABOVE RESERVATION IS EXPRESSLY SUBJECT TO ALL RESTRICTIONS AND REGULATIONS CONCERNING THE DRILLING FOR AND PRODUCTION OF OIL, GAS, MINERALS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WHICH ARE CONTAINED IN THE CITY CHARTER OR THE MUNICIPAL ORDINANCES OF THE CITY OF IRVINE, AS RESERVED IN THE DEED FROM THE IRVINE COMPANY RECORDED AUGUST 29, 1977 IN BOOK 12356, PAGE 1336 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE RIGHT AND POWER TO USE OR UTILIZE ON ANY OTHER PROPERTY OWNED OR LEASED BY THE GRANTOR, ANY AND ALL WATER RIGHTS OR INTERESTS IN WATER RIGHTS NO MATTER HOW ACQUIRED BY THE GRANTOR, AND OWNED OR USED BY THE GRANTOR IN CONNECTION WITH OR WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, APPROPRIATIVE, PERCOLATING, PRESCRIPTIVE OR CONTRACTUAL, PROVIDED, HOWEVER, THAT THE RESERVATION MADE HEREIN SHALL NOT RESERVE TO OR FOR THE BENEFIT OF THE GRANTOR ANY RIGHT TO ENTER UPON THE SURFACE OF THE PROPERTY DESCRIBED HEREIN IN THE EXERCISE OF SUCH RIGHTS, AS RESERVED IN THE DEED FROM THE IRVINE COMPANY RECORDED AUGUST 29, 1977 IN BOOK 12356, PAGE 1336 OF OFFICIAL RECORDS.

PAGE 3

CA2374 Woodbridge

CA2374 Woodbridge



**H&D ARCHITECTS**  
1700 WOODBRIDGE BLVD  
SUITE 200  
WOODBRIDGE, CALIFORNIA 91790  
(909) 371-1881  
FAX (909) 371-1884

NO. 1000	FR
NO. 1000	FR
NO. 1000	FR
NO. 1000	FR



CURRENT DATE	7-30-90
BUILDING PERMIT	

**NEXTEL**  
NEXTEL COMMUNICATIONS  
12200 DOWNEY AVE  
DOWNEY, CA 91204  
TEL (714) 881-1241  
FAX (714) 881-2113

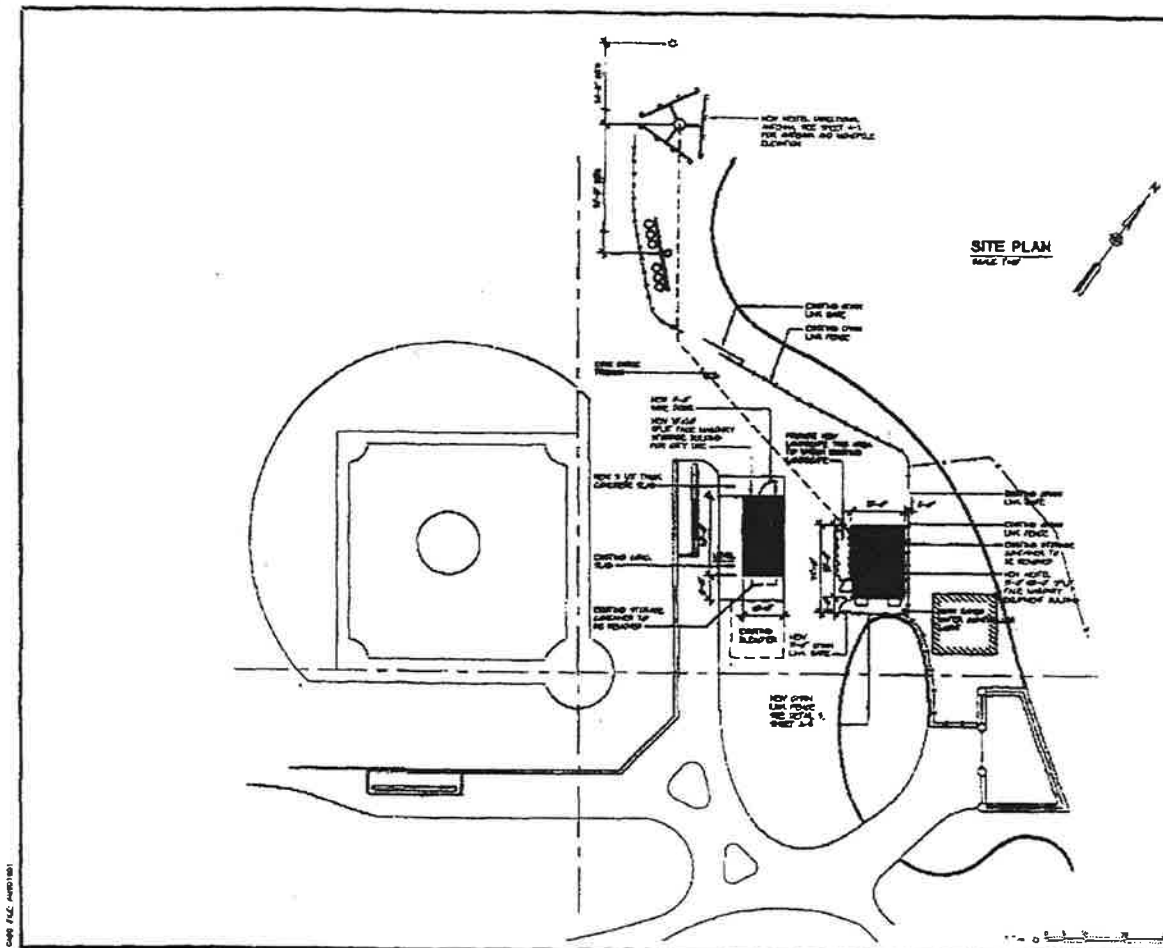
APPROVALS	DATE
OWNER	
ARCHITECT	
ENGINEER	
PLANNING	
ENVIRONMENTAL	
OTHER	

SITE NUMBER	CA-6164
CITY OF SPRING	308 W YALE LOOP SPRING, CA 95068
SHEET NO.	2 OF 12
DATE	7-30-90
BY	C-2

Exhibit B  
Real Property



CA2374 Woodbridge



<p><b>H&amp;D ARCHITECTS</b> 1705 BAKER AVE. SUITE 200 RIVERSIDE, CALIFORNIA 92504 (951) 514-3000 FAX (951) 514-3001</p>																																
PROJECT NO.	DATE																															
8808	P.R.																															
CA-6164																																
REVISION	DATE																															
C.H.	7-30-02																															
<p>CITY OF RIVERSIDE 7-30-02 BUILT FOR BUILDING PERMIT</p>																																
<p><b>NEXTEL</b> NEXTEL COMMUNICATIONS 1725 BAKER AVE. RIVERSIDE, CA 92504 PH (951) 514-3341 FAX (951) 514-3343</p>																																
<p>APPROVED BY:</p> <table border="1"> <tr> <td>DATE</td> <td>INITIALS</td> <td>SIGNATURE</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>			DATE	INITIALS	SIGNATURE																											
DATE	INITIALS	SIGNATURE																														
<p>CITY OF RIVERSIDE CA-6164 CITY OF RIVERSIDE 308 W. TALE LOOP RIVERSIDE, CA 92504 SHEET TITLE SITE PLAN SHEET NUMBER 4 OF 4 A-1</p>																																

Exhibit B  
Real Property

## COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This Communications Site Lease Agreement (Ground) [the "Agreement" or the "Lease"] is entered into this 1<sup>st</sup> day of March, 1999, between NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications ("Lessee"), and THE CITY OF IRVINE ("Lessor").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of a parcel of land (the "Land") located in the City of Irvine, County of Orange, State of California, commonly known as Alton Park. The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately six hundred (600) square feet of the Land and all access and utility easements, if any, (the "Premises") as described in Exhibit B annexed hereto.

2. Use. The Premises may be used by Lessee for any lawful activity in connection with the provision of wireless communications services by the Lessee. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises. Nothing herein constitutes a discretionary approval or precommits Lessor to any discretionary approval. Notwithstanding the foregoing, Lessor shall have no obligation to alter, influence or otherwise modify any permitting procedure which Lessor ordinarily administers pursuant to its permitting authority.

3. Tests and Construction. Lessee shall have the right at any reasonable time during normal business hours following the full execution of this Agreement to enter upon the Land for the purpose of: making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below).

4. Term. The term of this Agreement shall be five (5) years commencing on the date Lessee begins construction of the Lessee Facilities (as defined in Paragraph 6(a) below) or no later than six (6) months following execution of this Agreement, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for five (5) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor in writing of its intention not to renew prior to commencement of the succeeding Renewal Term.

5. Rent.

(a) Within fifteen (15) business days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent [REDACTED] ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at P.O. Box 19575 Irvine, CA 92623; Attention: Director of Communication Services

(b) On each annual anniversary of the Commencement Date, Lessee shall pay the then current Rent, increased by any percentage increase which occurred in the Consumer Price Index ("CPI") for "All Items - All Urban Consumers" for the Los Angeles-Anaheim-Riverside Metropolitan Statistical Area (the "Index") during the preceding one (1) year period. If the Index is discontinued or changed in such a way that it is impossible to obtain a continuous measurement of price changes, the Index shall be replaced by a comparable governmental index.

(c) As additional rent, concurrently with the construction of the Lessee Facilities, Lessee shall, at its sole expense, construct a new building upon the Land of no less than 180 square feet, the design, location and aesthetics of which shall be approved by the Lessor's Director of Community Services, or designee (the "Lessor Building"). Upon completion of construction, title to the Lessor Building shall pass to Lessor. Thereafter, Lessor shall have complete control and responsibility for the Lessor Building.

6. Facilities; Utilities; Access.

(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including an antenna attached to a light standard, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto as further described on Exhibit C ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antenna(s) to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of the Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all the Lessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall provide for separate utility service from any utility company that will provide service to the Land (including a stand-by power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be reasonably required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to Lessee, of an easement in, over, across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location reasonably acceptable to Lessor and the servicing utility company.

(c) Lessee, Lessee's employees, agents, subcontractors, and lenders shall have access, subject to reasonable public safety rules which may be adopted by the Lessor from time-to-time, to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B subject to reasonable public safety rules which may be adopted by the Lessor from time-to-time.

(d) Lessor shall maintain all access roadways from the nearest public roadway

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadways at its sole expense, except for any damage caused by Lessee's use of such roadways.

(e) Lessee shall obtain regular and customary land use approval and the necessary permits, including without limitation, conditional use permits if otherwise necessary, for any and all uses of the premises including, without limitation, the construction of the Lessee Building, the installation of antenna facilities, the installation of overhead or underground cables, conduits, and other appurtenances, and nothing herein shall constitute a waiver or discretionary approval on the part of the Lessor of any action which requires discretionary approval pursuant to otherwise applicable law.

7. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Land, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements. Upon Lessor's request, and no more than annually, Lessee shall cause to be prepared and delivered to Lessor, at Lessee's sole expense, a report from an independent laboratory or engineering consultant, the identity of which must be approved by Lessor, demonstrating actual compliance with any appropriate governmental standards.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Land if such equipment will cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period. In the event Lessor fails to comply with this paragraph, Lessee may terminate this Agreement and/or pursue any other remedies available under this Agreement at law and/or at equity.

8. Taxes. If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessee shall pay all real property taxes, assessments and deferred taxes on Premises or any possessory interest relative thereto. This provision constitutes notice to Lessee pursuant to Revenue and Taxation Code § 107.6 regarding the creation of a potential possessory interest. Lessee shall also pay as additional rent any increases in real property taxes and assessments levied against the Land as a result of the improvements constructed by Lessee on the Premises.

9. Waiver of Lessor's Lien.

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, and (iii) agrees that the Collateral

shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral, may be removed at any time without recourse to legal proceedings.

10. Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Lessee Facilities; provided the Lessee utilized due care in so seeking, or (iii) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Lessee if Lessee reasonably determines that the Premises are not appropriate for its operations for technological reasons, including, without limitation, signal interference.

11. Destruction or Condemnation. If the premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days prior to the Commencement Date. All policies shall be written by an insurance company authorized to do business in the State of California with a Best's minimum policyholder rating of "A" status or better, as rated in the most recent edition of Best's Key Rating Guide, or as otherwise approved by Lessor in the event the rating system is modified. Lessee shall furnish to Lessor a validated certificate of such insurance naming Lessor as an additional insured and providing for thirty (30) days written notice to Lessor of material change to or cancellation of the policy.

13. Waiver of Subrogation. Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. Assignment and Subletting. Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring [REDACTED] or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement



as set forth in Paragraph 9 above. Lessor may assign this Agreement upon written notice to Lessee subject to the assignee assuming all of Lessor's obligations herein, including, but not limited to, those set forth in Paragraph 9 above. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. Warranty of Title and Quiet Enjoyment. Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee's leasehold interest.

16. Repairs. Lessee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond lessee's control excepted.

17. Hazardous Substances.

A. Lessor, to the best of its knowledge, represents, warrants and agrees (1) that neither Lessor nor, to the best of Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal, of any Hazardous Material (as defined in Paragraph 17.B below) on, under, about or within the Property in violation of any law or regulation, and (2) that Lessor will not, and will not permit, to the best of its ability, any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. If Lessor becomes aware of a release of Hazardous Materials on Lessor's Property, Lessor shall (1) notify Lessee of such release of Hazardous Materials; and (2) promptly take any remedial action required by appropriate government authorities. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. To the best of the Lessor's knowledge shall mean to the best of the knowledge of Skip Tracy, Superintendent of Public Works, or other Manager of Public Works, or other official acting in the capacity of the Superintendent of Public Works, City of Irvine.

B. Lessee, at its sole cost and expense, shall comply with all applicable laws relating to the storage, use and disposal of hazardous, toxic or radioactive matter used, stored, brought onto, handled, generated or removed from the Property by Lessee, including without limitation those materials identified in Sections 66680 through 66685 in Title 22 of the California Administrative Code, Division 4, chapter 30 (Title 22) as amended from time-to-time (collectively, the "Hazardous Materials"), and including, but not limited to, those laws and regulations promulgated pursuant to CERCLA, RCRA, OSHA, Cal - OSHA, Proposition 65, the Hazardous Waste Control Act, the Underground Storage of Hazardous Materials Release Act, the Hazardous Materials Release Response Plans and Inventory Act, the Hazardous Substance Account Act, the Porter Cologne Water Quality Control Act and implementing regulations published by the

Environmental Protection Agency, Water Resources Control Board and Department of Health Services. On the Commencement Date, and annually thereafter at Lessor's request, Lessee shall provide to Lessor an itemized list of categories of Hazardous Materials, if any, currently in use by Lessee in connection with its operations on the Property. Lessee shall conduct all monitoring activities required or prescribed by applicable federal, state and local laws or regulations with respect to Hazardous Materials, and shall, at its own cost and expense, comply with all posting requirements of Proposition 65 or any other similarly enacted law, ordinance or regulation applicable to Lessee's use of the Property. In addition, in the event of any complaint or governmental inquiry which is attributable to acts or omissions of Lessee on the property, Lessor may require Lessee, at Lessee's sole cost and expense, to conduct specific, but reasonable, monitoring or testing activities with respect to Hazardous Materials stored, generated, used or brought onto the Property by Lessee. Lessee's monitoring programs shall be in compliance with applicable federal, state and local laws. Lessee shall be solely responsible for and shall defend, indemnify and hold Lessor and Lessor's agents and employees free and harmless from and against all claims, costs and liabilities, including attorneys' fees and costs, arising solely out of Lessee's storage, use or disposal of Hazardous Materials on the Property. Lessee shall further be solely responsible, and shall reimburse Lessor, for all costs and expenses incurred by Lessor arising out of or connected with the removal, cleanup and/or restoration work and materials necessary to bring the Property and any property adjacent to the Property affected by Hazardous Materials emanating from the Property into compliance with the applicable environmental law(s) where such noncompliance resulted solely from Lessee's storage, use or disposal of Hazardous Materials on the Property. Lessee shall further defend, indemnify and hold Lessor, Lessor's agents and employees and the Property free and harmless from and against all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or connected with such removal, cleanup and/or restoration work and materials or any remedial actions taken by Lessor pursuant hereto as a result of Lessee's breach of its obligations under this Paragraph 14. Lessee's obligations hereunder shall survive the termination of this Lease, provided however, that the cause that gives rise to such claims occurred during the term of this Lease or during Lessee's use and occupancy of the Property and which is attributable solely to the acts or omissions of Lessee or its agents, employees, customers or invitees during the term of the Lease.

Lessee shall notify Lessor and provide to Lessor a copy or copies, of the following environmental permits, legally mandated disclosures, applications, or entitlements relating to the Property and arising out of an event of contamination or release of Hazardous Materials on the Property during the term of this Lease: notices of violation, notices of compliance, citations, inquiries, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any governmental law or regulation relating to Hazardous Materials and Lessee shall report to Lessor, as soon as possible after each incident, any unusual potentially important incidents. This provision shall not require Lessee to report to Lessor routine infractions, citations or notices of weights and measures violations. In the event of a release of any Hazardous Materials into the environment from the Property, Lessee shall, as soon as possible after the release, furnish to Lessor a copy of any and all material reports relating thereto and copies of all material correspondence with governmental agencies relating to the release. Upon the request of Lessor, Lessee shall furnish to Lessor a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the property including, but not limited to, all permit applications and permits.

18. Lessee Defaults.

A. Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this lease by Lessee.

1. The vacating or abandonment of the Premises by Lessee; provided, however, Lessor acknowledges that Lessee's use of the Premises will involve the operation of automatic communications equipment which does not require the presence of persons on the Premises for such equipment's operation, that there will be extended periods of time during the term of the Lease when no persons will be present on the Premises, and that the absence of persons from the Premises shall not constitute vacation or abandonment of the Premises under the Lease.

2. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Lessee from Lessor. In the event that Lessor serves Lessee with a Notice to Pay Rent or Quit pursuant to the applicable Unlawful Detainer Statutes such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

3. The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee and other than in the event of a default in the payment of rent, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by Lessee from Lessor; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

4. (i) The making by Lessee of any general arrangement or assignment for the benefit of creditors; (ii) Lessee becomes a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within sixty (60) days, or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease where such seizure is not discharged within sixty (60) days. Provided, however, in the event that any provision of this Paragraph 18.A.4. is contrary to any applicable law, such provisions shall be of no force or effect. Notwithstanding the foregoing, any appointment, attachment or other transaction allowed pursuant to the provisions of Paragraph 9 and 14 shall not constitute a default of this Agreement.

5. The discovery by Lessor that any financial statement given to Lessor by Lessee (if applicable), any assignee of Lessee, any subtenant of Lessee, any successor in interest of Lessee or any guarantor of Lessee's obligation hereunder, and any of them, was materially false.

B. Remedies. Except as otherwise provided in this Lease, in the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:



1. Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting Property, reasonable attorneys' fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided.

2. Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it become due hereunder.

3. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state wherein the property is located. Unpaid installments of rent and other unpaid monetary obligations of Lessee under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

C. If there occurs an Event of Default by Lessee, Lessor shall not have the right, prior to the termination of this Lease by a court of competent jurisdiction, to re-enter the property and/or remove persons or property from the property.

D. Default by Lessor. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor specifying wherein Lessor has failed to perform such obligations; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

E. Remedies. In the event of a Lessor default, Lessee may avail itself of any remedies available to it at law and/or equity.

F. Late Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of Rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of Rent or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within five (5) business days after such amount shall be due, then, five (5) business days after Lessee's receipt of notice from Lessor, Lessee shall pay to Lessor a late charge equal to [REDACTED] of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, no prevent Lessor from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of Rent, then Rent shall automatically become due and payable quarterly in advance, rather than monthly notwithstanding Paragraph 5 or any other provision of this Lease to the contrary.

G. Lessor's Right to Inspect. Lessee agrees Lessor and the authorized representatives of Lessor shall have the right to enter Premises at all reasonable times during reasonable business hours, but only following reasonable written or telephonic notice to Lessee and when accompanied by an authorized representative of Lessee for the purpose of inspecting the Premises. Lessor shall endeavor to minimize any interference with Lessee's business on the Premises which may be occasioned by such entry. Lessor is hereby given the right to enter the Premises during other than business hours but only upon reasonable advance notice to Lessee and when accompanied by an authorized representative of Lessee to enter the property and to show the same to prospective purchasers or lenders and during the last six (6) months of the term of the Lease (or the extended term, if applicable) to exhibit the same to any prospective lessee. Lessee shall have the right to exclude certain of Lessor's agents or guests so long as Lessee gives prior written or telephonic notification to Lessor of its good faith reasons for such exclusions. Lessor shall have the right to enter the Premises for the purpose of preserving persons and/or property in the event of an emergency at any time without prior notice to Lessee; provided, however, in case of any such entry Lessor shall promptly notify Lessee of such entry in writing or telephonically as soon as practicable.

19. Conditions of Installation.

(a) To assure that wireless communication systems are as unobtrusive as possible, all wireless communication system poles and antenna shall be placed on athletic ballfields in the place of existing athletic light poles, as directed by Lessor Staff. Lessee shall be the responsible party to re-install the lights to the specifications of the original placement, or to bring them up to Lessor's standards.

(b) Poles shall be padded to the reasonable satisfaction of the Lessor Staff.

(c) Lessee, at its sole expense, shall, upon completion of the installation or upon removal, assure that the Premises are returned to the condition of the Premises prior to installation. This includes, but is not limited to, landscaping, grade, lighting levels and aiming, and utilities hook-up. Installation and removal shall not disrupt nor interfere with the normal and customary use of the fields.

(d) Subsequent to the installation of the Lessee Facilities, Lessee shall coordinate construction activities with Lessor so as to minimize any disturbance to recreational activities on the Property.

(e) Lessor shall provide a construction completion bond in the amount of one-half (1/2) of the construction cost guaranteeing all work, in a form and from a company approved by the City Attorney, to be completed to the satisfaction of the Lessor and within the defined timelines. This bond shall be posted at the time of the issuance of the building permits.

20. Should Lessee fail to remove the Lessee Facilities from the Property within thirty (30) days of the expiration or earlier termination of this Agreement, Lessor may remove and store the Lessee Facilities at Lessee's sole expense. If Lessee does not claim the Lessee Facilities, and provided that Lessor has given Lessee and any third party financing entity sixty (60) days prior written notice, the Lessee Facilities shall be deemed abandoned. Prior to commencing construction of the Lessee Facilities, Lessee shall post a performance security with Lessor in an amount approved by Lessor which amount shall be commensurate with the cost of facility removal, restoration of the Property and storage of the Lessee Facilities all as set forth in this Agreement. The aforementioned security shall be in effect for the entire term of this Agreement. Upon Lessor's request, Lessee shall adjust the amount of the performance security

to reflect any increase in the estimated cost of the obligations set forth herein. Lessee shall provide to Lessor documentation evidencing acceptance of the security obligation by a third party surety company. The aforementioned security shall be released by Lessor to the Lessee at the time the Lessee Facilities are removed from the Premises and the Property is restored.

21. Adjacent Property. Lessee agrees to indemnify, defend and hold Lessor harmless from any and all damages of any nature to improvements within or about the Premises resulting from or arising out of any construction undertaken by Lessee upon or to the Premises or of the Lessee Facilities.

22. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: Director of Communication Services  
The City of Irvine  
P.O. Box 19575  
Irvine, CA 92623

Lessee: NEXTEL OF CALIFORNIA, INC.  
17275 Derian Avenue  
Irvine, CA 92614  
Attn: Property Manager

With a copy to:

NEXTEL COMMUNICATIONS, INC.  
1505 Farm Credit Drive, Suite 100  
McLean, VA 22101  
Attn: Legal Department, Contracts Manager

Lessor or Lessee may from time-to-time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the internal laws of the State of California.

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit D will be recorded by Lessee in the official records of the County where the Land is located. In the event the Land is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Land. Lessor shall cooperate by executing documentation necessary required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(k) It is agreed and understood that this Lease contains all agreements, promises and understandings between Lessor and Lessee, and no verbal or oral agreements, promises or understandings shall or will be binding upon either Lessor or Lessee, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties hereto.

(l) The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

(m) The language of all of the parts of this Lease shall be construed simply and according to its fair meaning, and this Lease shall never be construed either for or against either party.

(n) If either party institutes any action or proceeding in court to enforce any provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the lost party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonable litigation costs and expenses.

(o) In addition to the other remedies provided for in this Lease, Lessor and Lessee shall be entitled to immediate restraint by injunction of any violation of any of the covenants, conditions or provisions herein contained if deemed appropriate by a court of competent jurisdiction.

(p) The captions of the paragraphs of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease or limit or amplify any of its terms or provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

The City of Irvine

By: 

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

Date: \_\_\_\_\_

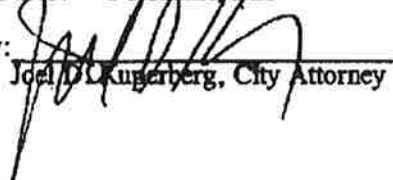
Attest:

By: 

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

Approved as to form:

RUTAN & TUCKER, LLP

By:   
Joel D. Kuglerberg, City Attorney

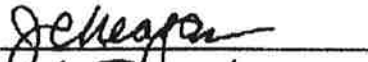
LESSEE

NEXTEL OF CALIFORNIA, INC.,  
A Delaware corporation, d/b/a  
Nextel Communications

By: 

Title: Mark B. Nelson  
Vice President of Engineering & Operations

Date: 11.12.99

By: 

Title: Vice President

Date: 11/17/99

**EXHIBIT A**  
**DESCRIPTION OF LAND**

to the Agreement dated March \_\_\_\_\_, 1999, by and between THE CITY OF IRVINE, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:

LOTS 29 THROUGH 30 OF TRACT NO. 9123 AS PER MAP FILED IN Book 364.

PAGES 29 THROUGH 38 INCLUSIVE, MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY; AND

PARCELS 2 AND 3 AS SHOWN ON A MAP FILED IN BOOK 85, PAGES 42 THROUGH 44 INCLUSIVE, PARCEL MAP RECORDS OF SAID COUNTY.

RESERVING UNTO GRANTOR, its successors and assigns, together with the right to grant and transfer all or a portion of same as follows:

A. All oil, oil rights, gas, minerals, minerals rights, natural gas rights, and other hydrocarbon substances by whatsoever names known, and all products derived from any of the foregoing that may be within or under said real property, together with all necessary and convenient rights to exploration, development, production, extraction and taking of any of said substances shall be carried on at levels below the depth of five hundred (500) feet from the surface of said land by mounds of wells, derrick and/or other equipment from surface locations on adjoining or neighboring land, shall in no way be interpreted to include any right of entry in and upon the surface of the land hereinabove described. It is understood by the parcels that the above stated reservation is exclusively subject to all restrictions and regulations concerning the drilling for and production of oil, gas, minerals, petroleum and other hydrocarbon substances which are contained in the City Charter or the municipal ordinance of the City of Irvine.

B. The right and power in the use or utilize on any of the property owned or leased by the Grantor, any and all water right or interest, in water rights no matter how acquired by the Grantor and owned or used by the Grantor in connection with or with respect to the property conveyed hereby, whether such water rights shall be riparian, overlying, appropriative, percolating, perspective or contractual, provided, however, that the reservation made herein shall not reserve to or for the benefit of the Grantor only right to enter upon the surface of the property described herein in the exercise of such rights.

and otherwise known as: Alton Park

APN:

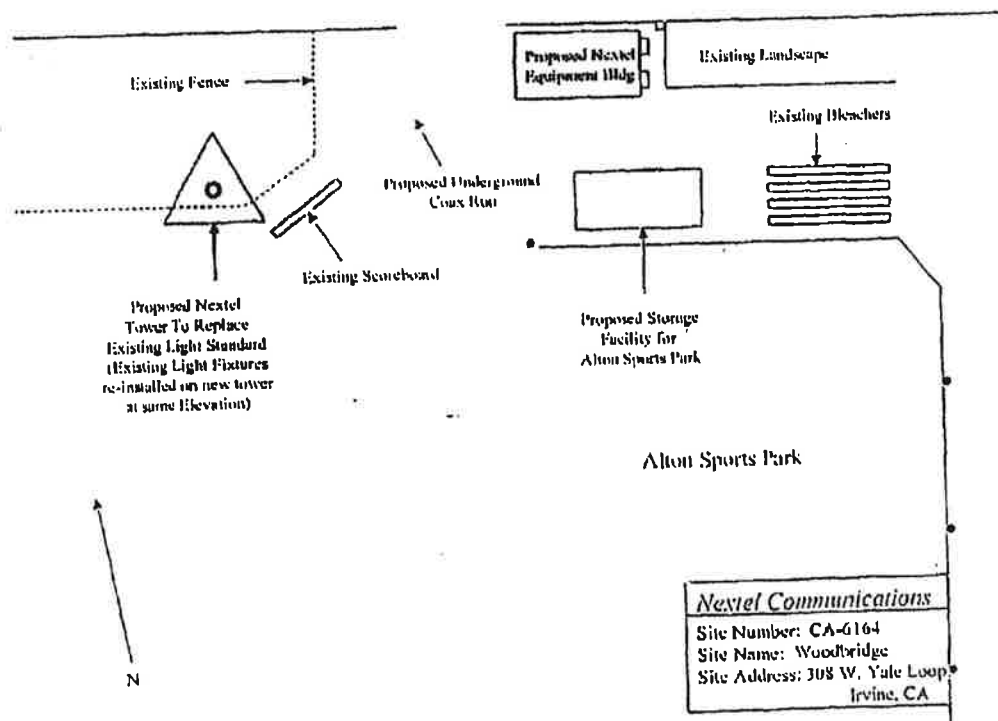


## EXHIBIT B

### DESCRIPTION OF PREMISES

to the Agreement dated March \_\_\_\_\_, 1999, by and between THE CITY OF IRVINE, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



**Notes:**

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, and mounting positions may vary from what is shown above.

## EXHIBIT C

### DESCRIPTION OF LESSEE FACILITIES

to the Agreement dated March \_\_\_\_\_, 1999, by and between THE CITY OF IRVINE, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Lessee Facilities are described and/or depicted as follows:

#### Woodbridge CA-6164

##### Equipment inside the Shelter

Description	Quantity
EBTS Control Rack(ISC)	1
RF Distribution Rack	3
Additional Expansion Rack	2
PCP Power Plant	1
Battery	12
Rectifier	4
Controller	2
Smart CSU	1
RF Combiners	6
Base Radio	24
Air Conditioner	2
Jumper Cable	15x16'
Polyphaser Rack	1
Polyphasers	15

##### Equipment on the Light Structure

Description	Quantity
Antenna(D6844H90)	12
Top Jumper Cable	12x15'
Main Feedline(7/8")	15x80'
GPS Antenna	2
Test Mobile Antenna	1
Grounding Kits	36
Hoisting Gnp	12



EXHIBIT D

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to: NEXTEL OF CALIFORNIA, INC.  
P.O. Box 18138  
Irvine, CA 92623-8138  
Attn.: Property Manager

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by and between THE CITY OF IRVINE, with an office at P. O. Box 19575, Irvine, CA 92623 (hereinafter referred to as "Lessor"), and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, with an office at P. O. Box 18138, Irvine, CA 92623-8138 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement (Ground) ["Agreement"] on the \_\_\_\_ day of March 1999, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The term of the Agreement is for five (5) years commencing on \_\_\_\_\_, 1999, and ending on \_\_\_\_\_, 2004, with five (5) successive five (5) year options to renew.

3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:  
THE CITY OF IRVINE

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

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

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

Date: \_\_\_\_\_

LESSEE:  
NEXTEL OF CALIFORNIA, INC.,  
a Delaware corporation, d/b/a Nextel  
Communications

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

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

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

Date: \_\_\_\_\_

INITIALS  
[Handwritten initials]

STATE OF CALIFORNIA

COUNTY OF ORANGE

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his authorized capacity, and  
that by his signature on the instrument, the person, or the entity upon behalf of which the person  
acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires:

STATE OF CALIFORNIA

COUNTY OF ORANGE

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his authorized capacity, and  
that by his signature on the instrument, the person, or the entity upon behalf of which the person  
acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires:



CITY OF IRVINE  
P.O. BOX 02  
IRVINE, CA 92664  
Attn: City Clerk

SEE THE MATTER TO

EXEMPT

J. WYLLIE J. WYLLIE, County Recorder

Corporation Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ Exempt

( ) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

( ) Unincorporated area: (X) City of Irvine, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE IRVINE COMPANY,  
a corporation organized under the laws of the State of Michigan,  
successor in interest to The Irvine Company, a West Virginia corporation,  
hereby GRANTS to

THE CITY OF IRVINE

the following described real property in the City of Irvine  
County of Orange State of California:

As described in Exhibit 1 hereto and by this  
reference incorporated as a part of this Grant Deed;  
SUBJECT TO: Covenants, conditions, restrictions, reservations,  
and easements and rights of way apparent or of record.

ACCEPTED: THE CITY OF IRVINE

By [Signature]  
City Manager

Dated: 8/24/77

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its

President and VIC. PRESIDENT Secretary

Dated: August 24, 1977

STATE OF CALIFORNIA

COUNTY OF Orange

On August 24, 1977

before me, the undersigned, a Notary Public in and for said State, personally appeared  
Peter C. Kremer knows

to me to be the President and  
Albert J. Auer knows to me to be the

VIC. PRESIDENT Secretary of the Corporation that executed the within instrument known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Jill A. Geiger

Title Notary Public

THE IRVINE COMPANY

By [Signature]  
President

By [Signature]  
Secretary

OFFICIAL SEAL  
JILL A. GEIGER  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
ORANGE COUNTY  
My Commission Expires April 7, 1978

MAIL TAX STATEMENTS AS DIRECTED ABOVE

THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 29 AND 30 OF TRACT NO. 9123 AS PER MAP FILED IN BOOK 305,

PAGES 28 THROUGH 38 INCLUSIVE, MISCELLANEOUS MAPS, RECORDS OF

SAID COUNTY, AND

PARCELS 2 AND 9 AS SHOWN ON A MAP FILED IN BOOK 85, PAGES 42

THROUGH 44 INCLUSIVE, PARCEL MAPS, RECORDS OF SAID COUNTY.

RESERVING UNTO GRANTOR, its successors and assigns, together with the right to grant and transfer all or a portion of same, as follows:

A. All oil, oil rights, gas, minerals, mineral rights, natural gas rights, and other hydrocarbon substances by whatever name known, and all products derived from any of the foregoing, that may be within or under said real property, together with all necessary and convenient rights to explore for, develop, produce and extract and take the same, subject to the express limitation that any and all operations for the exploration, development, production, extraction and taking of any of said substances shall be carried on at levels below the depth of five hundred (500) feet from the surface of said land by means of wells, derrick and/or other equipment from surface locations on adjoining or neighboring land, and subject further to the express limitation that the foregoing reservation shall in no way be interpreted to include any right of entry in and upon the surface of the land hereinabove described. It is understood by the parties that the above stated reservation is expressly subject to all restrictions and regulations concerning the drilling for and production of oil, gas, minerals, petroleum and other hydrocarbon substances which are contained in the City Charter or the municipal ordinances of the City of Irvine.

B. The right and power to use or utilize on any other property owned or leased by the Grantor, any and all water rights or interests in water rights no matter how acquired by the Grantor, and owned or used by the Grantor in connection with or with respect to the property conveyed hereby, whether such water rights shall be riparian, overlying, appropriative, prescriptive or contractual, provided, however, that the reservation made herein shall not reserve to or for the benefit of the Grantor any right to enter upon the surface of the property described herein in the exercise of such rights.

Site ID: CA45427-A-02  
Site Name: Woodbridge 2, CA

Tenant Site ID:  
Tenant Site Name: SBA Woodbridge 2

**EXHIBIT F**  
**Existing Tenants who have Commenced Rental Payments**

**EXISTING TENANTS**

<u>TENANT</u>	<u>MOUNT HEIGHT</u>	<u>FREQUENCY (IF KNOWN)</u>
N/A		

3.7





## REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** JUNE 13, 2017

**TITLE:** ORANGE COUNTY HOMELESS SHELTER PROPOSAL ON 100  
ACRE PARCEL

Director of Community Development

City Manager

### RECOMMENDED ACTION

Receive and file an update on the County of Orange (County) homeless shelter proposal located adjacent to the Orange County Great Park (Great Park).

### EXECUTIVE SUMMARY

At an Orange County Board of Supervisor's meeting on May 9, 2017, Supervisor Nelson announced a proposal to establish three emergency homeless shelters, each providing 200 beds, with temporary sanitation and security facilities, on County-owned parcels in Irvine, Santa Ana and Huntington Beach. A memo providing additional details was distributed (Attachment 3). The shelter site proposed in Irvine is to be located on the County-owned parcel on the south side of Marine Way, adjacent to the Great Park, also referred to as the "County 100 acres." No specific location on the County 100 acres or layout has been provided.

Subsequently, on May 23, 2017, the Orange County Board of Supervisors discussed the homeless shelter proposal in Closed Session. The purpose of this closed session was *"to discuss with the Board the County's significant exposure to litigation initiated by one or more parties challenging the possible deployment of temporary shelters on various County properties for the purpose of providing housing opportunities and support services for homeless persons."* There was no reportable action following the discussion.

### COMMISSION / BOARD / COMMITTEE RECOMMENDATION

Not applicable.

## **ANALYSIS**

### *Consistency with State Guidelines*

Under state law, capacity specifications for emergency shelters must be suitable and available and account for physical features and location in proximity to transit, job centers, and public and community supporting facilities and services.

The County's proposed Irvine property does not meet state requirements as it is not proximate to public transit, job centers and supporting services. Access to the County's property would be problematic for individuals that do not have personal transportation. There are no pedestrian walkways across the majority of the 100-Acre Parcel and requiring individuals to walk on streets is a safety concern.

State law also encourages multi-jurisdictional coordination in developing emergency shelters. The County has not consulted with, nor proposed any agreements with the City for the establishment of an emergency shelter.

### *Additional Features Needed For A Successful Facility*

As determined by a thorough review of operating homeless shelters across Southern California and research into best practices for successful homeless programs, the following minimum features are necessary elements to ensure that this proposed facility is effective:

- 24-hour on-site supervision and security
- Well defined intake/screening system for new clients
- Access to food
- Opportunities for income (on-site work opportunities or proximity to employment)
- Job training/mental health/drug treatment services
- Proximity to transit facilities

Based on the limited information provided by the County, the proposed site and programs do not meet the state standards, nor best practices for a homeless shelter. It appears the facility would present significant public safety concerns for residents of the facility, residents of Irvine, businesses and the Great Park functions.

### *City Regulatory Role*

Generally, as a separate governmental jurisdiction, the County is exempt from the City's zoning standards, its discretionary approvals, and on-site building permits for County related institutional uses. Given that a location within the 100-Acre Parcel has not been specified, it is not possible to determine the need for City streets or storm drains to be modified to accommodate this project. The County would need to seek permit approval for any work that affects City infrastructure and rights of way. The County would also



need to coordinate with Irvine Ranch Water District, Southern California Edison and Orange County Fire Authority for all necessary utility and life safety improvements.

### City Housing Element

Although the 100-Acre Parcel is identified in the City's Housing Element as a suitable site for an emergency homeless shelter use, the County proposal fails to meet the minimum state standards for achieving a successful and quality emergency shelter function as detailed above.

### Next Steps

This proposal will require action by the Orange County Board of Supervisors. The Board of Supervisors met in closed session on May 23, 2017 to discuss the potential legal challenges to the proposed shelter proposal, with no reportable action following the discussion. The Orange County Board of Supervisors did not discuss this proposal at its most recent meeting on June 6, 2017. The next Orange County Board of Supervisors meeting is scheduled for June 27, 2017.

Staff will continue to gather available information on this proposal so as to keep the City Council and public informed. Once more details are available, the City will be able to better determine its regulatory authority over the project.

## **ENVIRONMENTAL REVIEW**

The project is subject to California Environmental Quality Act (CEQA) review for which the County would serve as the "Lead Agency" should this proposal advance beyond a purely conceptual project. The City of Irvine will review whatever environmental evaluation the County prepares and provide comments as necessary.

## **ALTERNATIVES CONSIDERED**

This status update is being provided to inform the City Council and public of the proposed homeless shelter. No alternative was considered.

## **FINANCIAL IMPACT**

There is not sufficient information to determine the fiscal impact at this time. However, City services such as police and community services will likely be impacted by the proposal should it go forward. As more details are obtained, staff will work to determine the full range of possible impacts to the City and will advise City Council.

**REPORT PREPARED BY:** Joel Belding, Principal Planner

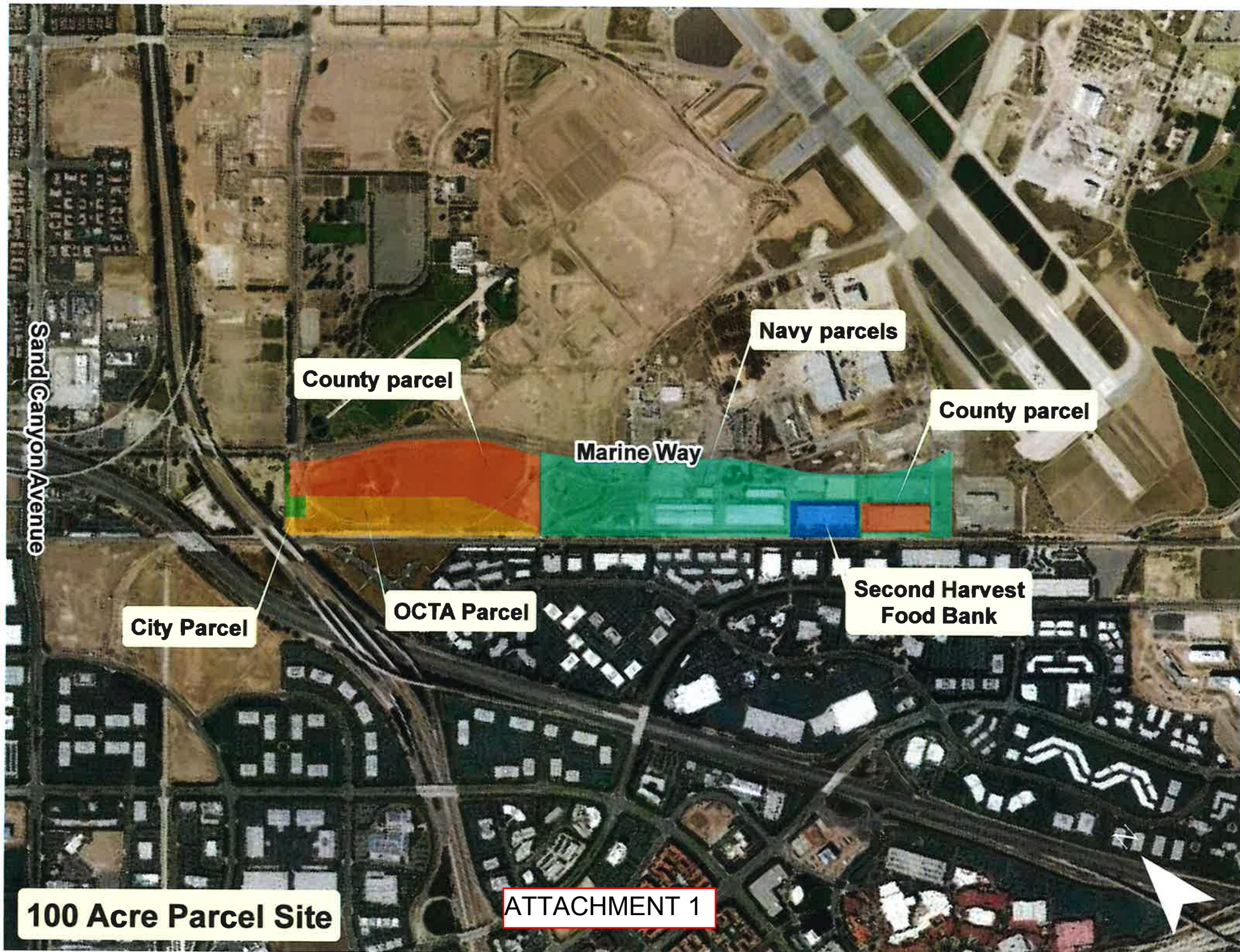
**ATTACHMENT**

Attachment 1: Proposed Homeless Shelter Site

Attachment 2: May 9, 2017 Memo from County Supervisor Shawn Nelson

Attachment 3: May 12, 2017 Memo to City Council





Sand Canyon Avenue

County parcel

Navy parcels

County parcel

Marine Way

City Parcel

OCTA Parcel

Second Harvest  
Food Bank

100 Acre Parcel Site

ATTACHMENT 1





## MEMORANDUM

**DATE:** May 9, 2017  
**TO:** Frank Kim, Chief Executive Office  
**FROM:** Supervisor Shawn Nelson  
**RE:** Temporary Shelter Initiative

In an effort to address the availability of shelters for homeless individuals in Orange County, I request the CEO undertake a new initiative to procure and deploy temporary shelters for up to 200 persons per shelter to be erected on county-owned properties. The goal of the initiative is simply to offer shelter, a cot and sanitary facilities in a safe location to any homeless person who chooses accommodations from the outdoors. The County may make available support services to shelter residents similar to those at the Courtyard in Santa Ana as appropriate. It should be the goal of the county in the short term to provide shelter and a bed to anyone that needs one.

### Proposal

We have analyzed several county-owned properties to assess each sites suitability for this purpose-location, access, and condition of the land were important criteria. Based on this assessment, the only suitable sites that can accommodate a 200 person structure are:

1. 18111 Gothard St., Huntington Beach, CA 92807
2. 1320 S. Grand Ave., Santa Ana, CA 92705
3. Marine Way, El Toro (100 Acres Parcel), 92618

The proposal for temporary structures is due to costs, speed of deployment and flexibility. The temporary structures are impermanent by design and must be capable of being erected and dismantled as necessary. Attached is an exemplar of the temporary structure envisioned. The temporary building structures will include the appropriate ventilation and lighting systems to provide a safe and suitable shelter from the outdoors. The county will have available restrooms and showers in trailer structures adjacent to the living quarters. Lastly, the area around the structure should be appropriately secured with fencing or similar barriers to ensure the safety of the persons temporarily residing in the structure. An area for supportive care workers will also be available on-site to work with individuals seeking assistance.

I have attached a preliminary quote for the cost estimate of the temporary structure. I ask staff to please identify other costs (staff, technical support, etc.) necessary to properly undertake this new initiative.

In closing, the homeless situation in our county is a crisis for which no single solution exists to adequately remedy the matter. As such, the county must evaluate and experiment with various solutions to offer assistance to those in need of shelter and support.

Attachments: List of vacant and unimproved parcels  
Image and quote of temporary structure  
Image of sanitary facilities

Cc: Members, Orange County Board of Supervisors  
Susan Price, Orange County Director of Care Coordinator ATTACHMENT 2

## Vacant and Unimproved Parcels

APN	District	Owner	Zip	Street Address	City	Lot Size
360-021-16 268-131-09	3	OC FLOOD CONTROL DISTRICT	92806	400 N Armando St	Anaheim	1.5AC Combined
349-081-51 349-081-50	3	COUNTY OF ORANGE	92807	7398 E La Palma Ave	Anaheim	4.81 AC
111-071-35	2	COUNTY OF ORANGE	92648	18111 Gothard St	Huntington Beach	9.39 AC
591-073-19 591-073-22	3	COUNTY OF ORANGE	92618	Irvine Blvd	Irvine	43.98 AC
580-081-70 580-081-71 580-081-73	3	COUNTY OF ORANGE	92618	Marine Way El Toro "100 Acres"	Irvine	100 AC
656-242-18	5	COUNTY OF ORANGE	92677	23600 Pacific Island Drive	Laguna Niguel	25.1 AC
439-061-13	2	OC FLOOD CONTROL DISTRICT	92660	2128 Mesa Drive	Newport Beach	1.76 AC
503-382-04	3	COUNTY OF ORANGE	92705	Newport Blvd	North Tustin	2.01 AC
093-010-53	3	OC FLOOD CONTROL DISTRICT	92869	Yorba Street	Orange	1.5 AC
370-042-01 370-041-26 370-041-27 370-041-11 370-041-10 370-041-07	3	COUNTY OF ORANGE	92869	1483-1569 Cannon Street	Orange	14.5 AC
787-251-23	5	COUNTY OF ORANGE	92688	Tijeras Spur	Rancho Santa Margarita	8.42 AC
398-092-13	1	COUNTY OF ORANGE		E. Santa Ana Blvd	Santa Ana	.83 AC
014-161-05	1	COUNTY OF ORANGE	92705	1320 S Grand Ave - Vacant Area	Santa Ana	9 AC
867-062-02	3	COUNTY OF ORANGE	92676	17152 E Santiago Canyon Rd	Silverado	3.36 AC
352-116-20 352-116-21 352-111-19 352-111-22 352-111-21	3	OC FLOOD CONTROL DISTRICT	92887	22999 Savi Ranch Pkwy	Yorba Linda	5.6 AC Combined



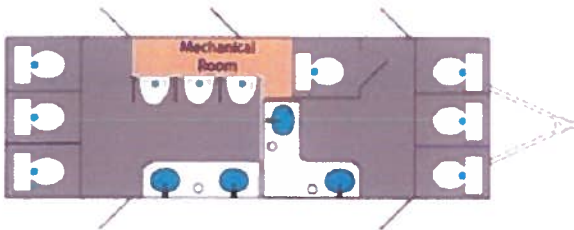
LEASE PRICING	
<b>LEASE PRICES are F.O.B. Salt Lake City, Utah, USA, sales and/or use taxes extra.</b>	
<b>24 MONTH FIRM LEASE FOR STRUCTURE PAYABLE MONTHLY IN ADVANCE:</b>	\$3,777.00 / month
<b>60 MONTH FIRM LEASE FOR STRUCTURE PAYABLE MONTHLY IN ADVANCE:</b>	\$2,440.00 / month
<b>TERMS, O.A.C:</b> Payable monthly in advance.	
<b>PURCHASE OPTION:</b> The Lessee has the option to purchase the structure as follows:	
If all lease payments have been made on time during the first three months of the lease period, 100% of these payments will be credited towards the purchase price, <u>or</u> alternatively  For the 24 Month Lease Option: If all lease payments have been made on time during the first twenty four months of the lease period, 70% of all twenty-four payments will be credited towards the purchase price, <u>or</u> alternatively  For the 60 Month Lease Option: If all lease payments have been made on time during the first 60 months the lease period, 45% of all sixty months payments will be credited towards the purchase price	
<b>Note:</b> Any purchase option can be exercised by presentation of Lessies check for the full purchase price, less the applicable credit, prior to the expiry of the applicable lease period.	

PURCHASE PRICE	
<b>STRUCTURE AND ACCESSORIES AS ABOVE:</b> F.O.B. Salt Lake City, Utah, USA, sales and/or use taxes extra.	\$158,634.00
<b>TERMS, O.A.C:</b> 50% with order; balance upon delivery of the structure.	

ADDITIONAL CHARGES	
<b>TECHNICAL CONSULTANT:</b> Although the Technical Consultant is supplied, his travel, accommodation and meals will be charged to you at a fixed cost of	\$3,100.00
<b>DELIVERY:</b> At your request we can arrange, on your behalf, for delivery of this structure by commercial carrier to your site in Orange County, California. Customer is responsible to receive and unload freight in a timely manner.	\$2,690.00



## Ten-Stall Restroom Trailer



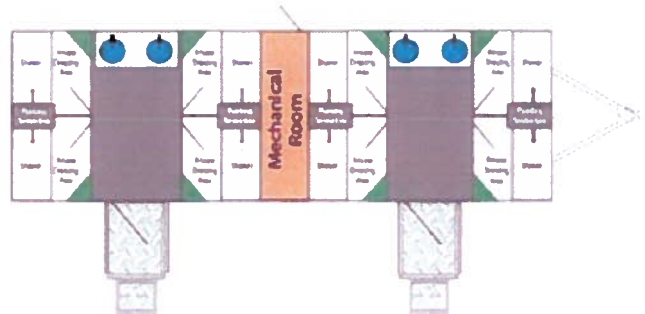
### Ten-Stall Unit Dimensions

Length: 28' 6" (including trailer tongue)

Width: 13' (stairs down)

Height: 11' (from ground to top of A/C unit)

## Eight-Stall Shower Unit



### Unit Dimensions



Length: 37' (including trailer tongue)

Width: 13' 6" (stairs down)

Height: 12' 6" (from ground to top of A/C unit)



# Memo

To: City Council  
Via: Sean Joyce, City Manager   
From: Joel Belding, Principal Planner   
Date: May 12, 2017  
Re: **Orange County Homeless Shelter Proposal**

---

On May 9, 2017, Supervisor Shawn Nelson requested Orange County CEO Frank Kim examine the feasibility of placing a temporary homeless shelter on the County-owned land adjacent to the Orange County Great Park, referred to as the 100-Acre Parcel.

Supervisor Nelson specifically proposes a 200 bed homeless shelter within a 6,300 square foot sprung structure tent with shower and bathroom facilities provided in trailers. The facility is proposed to be staffed by "supportive care workers." Supervisor Nelson states *"[t]he goal of the initiative is simply to offer shelter, a cot and sanitary facilities in a safe location to any homeless person who chooses accommodations from the outdoors."* No other specifics related to the exact location within the 100-Acre Parcel or plans for security or services to be offered by the "supportive care workers" have been provided.

Based on a review of all information provided by the proposal and supplemental staff research, which is outlined in the attachment to this memo, Supervisor Nelson's proposal is wholly unsatisfactory and could present significant nuisance and public safety concerns for both on-site clients and Irvine businesses and residents in the surrounding area.

Staff will continue to examine Supervisor Nelson's proposal and its consequences, and I will update the Council as we collect additional information. Please contact me with any questions you may have.

Attachment: Summary of issues and site exhibits

## Attachment 1

### Information Needs

The proposal lacks critical details, including at least the following:

- Where on the 100-Acres Parcel is the facility proposed?
- Who will staff this facility?
- What services will be offered at the facility?
- What security will be provided on site?
- How will clients be informed about the site?
- Will clients be screened or assessed in any way before being allowed in the facility?
- Will clients be accepted only during certain hours?
- Will clients be transported to the site by the County or by law enforcement?
- Will clients be required to leave the facility during the day and how will this be enforced?
- What happens if more than 200 clients seek accommodation at once?
- How will client's goods be stored/secured?
- Will clients with pets be accepted and will a kennel be provided?
- What is the interior design/layout of the tent?
- Will staff be present in the tent at all times?
- Will double beds be provided for couples?
- Will there be privacy for beds?
- Will parents with children have secured and private sleeping areas?

### Consistency with State Guidelines

Under state law, the capacity for emergency shelters "must be suitable and available and account for" physical features and location (proximity to transit, job centers, and public and community supporting facilities) to services.

The County's property is not proximate to public transit, job centers and supporting services. Access to the County's property would be problematic for individuals that do not have personal transportation. There are no pedestrian walkways across the majority of the 100-Acre Parcel and requiring individuals to walk on streets is a safety concern.

State law also encourages multi-jurisdictional coordination in developing emergency shelters. The County has not consulted with or proposed any agreements with the City to establish an emergency shelter.

The shelter proposal does not provide adequate intake areas and would not establish a safe and secure environment for the various populations that might need emergency

shelter (e.g. households with children sharing space with individuals with mental illness or chemical dependency). On-site management would have difficulty ensuring a safe and secure environment as unimproved structures of the type proposed do not provide any interior security measures.

Further, aside from specific requirements, features needed for a successful homeless shelter (environment and facility) include the following:

1. Access to public transit
2. Infrastructure for utilities
3. Permanent sanitary facilities (toilets, showers, sinks)
4. Kitchen for food preparation
5. Services such as a food pantry, life skills classes, employment placement
6. Security, including proper configuration of sleeping areas
7. Supplies, such as soaps, toothpaste, towels, etc.
8. On-site management
9. Partnerships with local organizations to provide services
10. Storage facilities
11. Parking
12. Coordination with local agencies (Police, Fire)
13. Permanent source of operational funding
14. Clear rules for occupants
15. Communication

#### *Additional Features Needed For A Successful Facility*

Based on a thorough review of operating homeless shelters across Southern California and research into best practices for successful homeless programs, the following minimum features are necessary elements to ensure that this proposed facility is effective:

- 24-hour on-site supervision and security
- Well defined intake/screening system for new clients
- Access to food
- Opportunities for income (on-site work opportunities or proximity to employment)
- Job training/mental health/drug treatment services
- Proximity to transit facilities

The proposed site and programs do not meet the State standards and best practices for a homeless shelter for the following reasons:

- On-site supervision - the proposal references "supportive care workers" but does not include the provision of on-site security inside and outside the facility

- Intake/Screening – No details are provided as to the intake/screening system for clients.
- Access to food – the nearest grocery store is 3 miles away. Second Harvest does provide emergency food boxes for drop-ins, but this is a humanitarian offering rather than a formal program. Second Harvest is not set up to be a direct provider of food.
- Opportunities for income – This plan does not include any on-site employment opportunities and is far from employment locations.
- Job training/mental health/drug treatment services – the 100 Acre Parcel provides none of these services and the reference to “supportive care workers” provides no details on expected range of services to be provided.
- Transit – Metrolink and Amtrak are within walking distance but there is no bus service to the site. Both rail providers heavily enforce ticketing requirements and the planned clientele may not have access to these services. An expectation that those seeking shelter will walk to this site from across Orange County is unrealistic.

### Public Safety Implications

This proposal places what appears to be a very loosely regulated homeless shelter with little to no formal services in an area adjacent to residential neighborhoods, large vacant buildings and the OC Great Park. The vacant buildings may become further blighted should any of the clients seek shelter in them. The OC Great Park may see significant loitering and panhandling nuisances from clients that are seeking activity and income.

The design of the tent appears to present a crowded dormitory type sleeping area with no privacy and no segregation of parents with children from individuals that may seek shelter at the site. This unregulated and unsecure design presents a low quality of life and potentially a dangerous environment for clients seeking shelter, especially if there is no screening of clients and if children are present.

The clients, without the facility providing transportation to and from the site, will be forced to walk very long distances each day to arrive at the site and to return to areas where they might have access to food and employment. The location on the 100-Acre Parcel, while it provides adequate space for this facility, fails to provide clients with access to any services that may benefit them and assist in transitioning them to housing.

As the County of Orange does not have any Sheriff's stations or regular patrols in Irvine, any calls for service generated by clients of this facility on-site or in the surrounding area must be handled by City of Irvine police officers.

There is also the possibility for significant community backlash should this proposal become a reality. The perception of a poorly regulated homeless shelter could

complicate the community's perception and support for City and Land Trust affordable housing efforts, and harm broader City goals of effectively serving low-income populations.

#### City Regulatory Role

Generally, the County of Orange is exempt from the City's zoning standards and requirement for on-site building permits. Given that a location within the 100-Acre Parcel has not been specified, it is not possible to determine whether any city streets or storm drains would need to be modified to accommodate this project. The County would need to seek permit approval for any work that affected city infrastructure and rights of way. The County would also need to coordinate with Irvine Ranch Water District, Southern California Edison and Orange County Fire Authority for all necessary utility and life safety improvements.

#### City Housing Element

Although the 100-Acre Parcel is identified in the City's Housing Element as a suitable site for an emergency homeless shelter use, the County proposal fails to meet any of the minimum standards for achieving a successful and quality emergency shelter function as detailed above.



Currently houses "Beach Cities Interfaith Services" <http://www.bcis-hb.org/>



*Santa Ana*

APN: 014-161-02

Unimproved



## The Tent



Sprung structure homeless shelter in Hawaii, showing additional enclosed areas for support services, dining and intake.

FOR illustrative purposes only



3.8

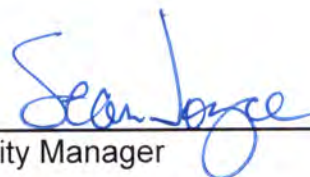


# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** JUNE 13, 2017

**TITLE:** PARKS MASTER PLAN

  
\_\_\_\_\_  
Director of Community Development

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

## RECOMMENDED ACTION

Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING A CITY-INITIATED PARKS MASTER PLAN

## EXECUTIVE SUMMARY

On May 9, 2017, the City Council reviewed a comprehensive Parks Master Plan (Master Plan) for the City. At the meeting, the City Council discussed various issues and suggestions for incorporation into the final plan. The City Council remanded the document back staff to address specific comments including the following:

- Add a requirement for park swings
- Address and highlight parks that would benefit from outdoor fitness systems
- Identify the development of Irvine Business Complex (IBC) parks as a priority
- Highlight outdoor art space and public art
- Add dog parks to the "Facility Innovations" section and identify potential locations
- Evaluate and identify possible locations for an additional aquatics center in the City, including the Orange County Great Park

The City Council directed staff to address the items listed above, modify the document and present a final Master Plan to the City Council for adoption. Staff completed this task and the document is ready for final consideration. Staff recommends that the City Council adopt the Master Plan provided (Exhibit A to Attachment 4). A redline version of the document highlighting the directed changes is provided in Attachment 3.

## COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

## **ANALYSIS**

At its May 9, 2017 meeting, the City Council voted unanimously, with all Councilmembers present, to direct staff to modify the Master Plan to incorporate several comments provided by individual Councilmembers. As directed, staff reviewed the document and developed a matrix that: 1) identifies locations within the Master Plan document that already address City Council comments and 2) identifies locations in the Master Plan that have been modified to address those comments not already addressed in the Master Plan document (Attachment 2). Attachment 3 highlights proposed modifications to the Master Plan in "track changes" format.

## **ALTERNATIVES CONSIDERED**

The City Council could remand the Master Plan back to staff for further revisions. Staff would return at a future meeting with additional revisions as directed.

## **FINANCIAL IMPACT**

A total of \$555,001 from the City's General Fund was allocated to prepare the Master Plan project in the Fiscal Year 2014-15 Budget. At the beginning of Fiscal Year 2015-16, an additional \$12,000 was allocated to the project to incorporate the Orange County Great Park into the document as a regional park resource.

Future park projects developed under the guidance of the Master Plan will be processed through the City's annual Capital Improvement Program process.

**REPORT PREPARED BY:** Darlene Nicandro, Principal Planner  
Kathleen Haton, Senior Planner

## **ATTACHMENTS**

- Attachment 1: Draft Notice of Exemption
- Attachment 2: City Council Comment Matrix
- Attachment 3: Revised pages of Master Plan ("track changes" format)
- Attachment 4: Resolution No. 17-XX Approving a City-initiated Parks Master Plan

cc: Lisa Rudloff, Deputy Director of Community Services  
Ed Crofts, Community Services Manager (via email)  
Darin Loughrey, Community Services Manager (via email)  
Catherine Lundberg, Assistant Planner (via email)  
Cindy Mendoza, MIG (via email)  
Jose Rodriguez, MIG (via email)  
File

# NOTICE OF EXEMPTION



**TO:** ☒ State of California  
Office of Planning & Research  
PO Box 3044  
Sacramento, CA. 95812-3044

☒ County Clerk  
County of Orange  
PO Box 238  
Santa Ana, CA. 92702

**FROM:** City of Irvine  
Community Development Department  
PO Box 19575  
Irvine, CA 92623-9575  
**Attn:** **Darlene Nicandro**  
**Principal Planner**  
**949-724-7462**  
**[dnicandro@cityofirvine.org](mailto:dnicandro@cityofirvine.org)**

**SUBJECT:** Filing of **Notice of Exemption** in compliance with Section 15062 of the Public Resources Code.

**Project Title and File No.:** City of Irvine Parks Master Plan

**Project Location:** Citywide  
(include County)

**Project Description:** A comprehensive update to the City of Irvine Parks Master Plan to address the creation of new parks and improvements to existing park, park facilities and open space.

**Approving Public Agency:** City of Irvine  
City Council  
PO Box 19575  
Irvine, CA 92623-9575

**Approval Date:** June 13, 2017  
**Resolution No:** CC Reso No. 17-XXXX

**Project Applicant:** City of Irvine  
PO Box 19575  
Irvine, CA 92625-9575

**Attn:** Darlene Nicandro, Principal Planner  
[dnicandro@cityofirvine.org](mailto:dnicandro@cityofirvine.org)

**Exempt Status:**  
(check one)

- ☐ Ministerial (Section 21080(b)(1); 15268)
- ☐ Declared Emergency (Section 21080(b)(3); 15269(a))
- ☐ Emergency Project (Section 21080(b)(4); 15269(b)(c))
- ☒ Statutory Exemption: Section 15262 Feasibility and Planning Studies
- ☐ Categorical Exemption:
- ☐ General Rule Exemption: 15061(B)(3)

**Reasons Why Project Is Exempt:** The project is exempt because the proposed project is a citywide planning study that neither approves nor authorizes any enhancement or construction activity that would have a substantial adverse effect on the rest of the City.

**Darlene Nicandro, Principal Planner**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

**June 13, 2017**

\_\_\_\_\_  
Date

**PARKS MASTER PLAN**  
**City Council Comment Matrix**

<b>Comment</b>	<b>Response to Comment</b>	<b>Relevant Page(s)</b>
Add swings in park play areas.	Updated language for Recommendations B5 and B9. Language is also added to Deerfield Park overlay.	23, 24, 69
Discuss and identify parks that would benefit from installation of outdoor fitness equipment.	The Facility Innovations sections in Chapter 3 include both universal and outdoor exercise equipment (pg. 106). Reference to locations are recommended throughout the <i>Master Plan</i> . The document also identifies site opportunities for outdoor equipment stations at the following parks: Col. Bill Barber Community Park (pg. 67), Mike Ward Community Park (pg. 83), Harvard Community Park (pg. 75) and IBC neighborhood parks (pg. 93). As a Facility Innovation, outdoor exercise equipment is an amenity that may be best located in a community park, along urban and natural trails or within an IBC neighborhood park.	67, 83, 75, 93, 106
Establish Irvine Business Complex (IBC) park siting and development as a priority.	While the IBC illustrative (pg. 93) features a small pocket park with traditional features, the <i>Master Plan</i> discussion on IBC parks highlights the need for creative features and facilities, such as urban plazas, indoor gymnasiums, small social spaces, etc. In addition, specific references within the Facility Innovations section of Chapter 3 (pgs. 101 and 106) highlight the IBC as an ideal location for specific features. It is noted that IBC parks are a focus area within other City studies, specifically the IBC Vision Plan and the comprehensive General Plan Update which is under development. To further emphasize the importance of this area, language was added to the <i>Master Plan</i> pertaining to the City Council's May 23, 2017 direction to prepare a park plan for the IBC to identify potential park sites and develop conceptual designs to be vetted through a public outreach process (see Table D-1 and illustrative discussion of the IBC).	91, 93, 101, 106
Bolster discussion of art features and outdoor art space.	Public art features are included in the list of site opportunities for several parks within the <i>Master Plan</i> , including: Heritage Community Park (pg. 78), Col. Bill Barber Community Park (pg. 65), Homestead Neighborhood Park and Quail Hills Community Park. "Ateliers" were added to the description under Facility Innovation VII.C (Outdoor Classroom). In addition, discussions of the future Portola and Gateway Community Parks include outdoor art spaces as a desired feature.	65, 78, 95, 125
Evaluate and assess the possibility of developing an additional community aquatics facility.	The Heritage Park overlay (pgs. 77-79) identifies the possibility of expanding the Bill Woollett Aquatics Center to include an additional 65-meter competition pool through partnerships with non-profit organizations. Recommendation G1 (pg. 41) calls for financial feasibility and market studies to be prepared when considering the development of major facilities such as an aquatics center. Systemwide Recommendation H3 (pg. 46) emphasizes that the City's extensive private pool system meets most public need for recreational swimming and that the City's role in providing aquatics venues may be best suited through the provision of competitive pools. Given parking demands for competitive swim events, the City should consider placement of any additional aquatics facilities in a larger community park or the Orange County Great Park.	41, 46, 77, 78, 79
Include discussion of an additional dog park(s).	Added dog park as a "Facility Innovation" IIF (results in repagination of Master Plan document following pg. 110). Added a dog park to the discussion of the future Gateway Park. Please note that the Bosque District of the Orange County Great Park is proposed to include a dog park.	95, new pg. 110

**ATTACHMENT 2**

## B5 Provide specialized play opportunities at community parks.

Community parks should provide larger scale destination play areas that are intended to draw visitors from throughout the City. Destination playgrounds should include nature play, thematic play, universal play, **play equipment including swing sets**, interactive / adventure play and water play features.



## B6 Provide multi-purpose courts and combine selected court standards to accommodate trends and more variety in court sports.

Emerging interest in sports, such as badminton and pickleball, will lead to the need for facility variation and multi-purpose sports courts. Irvine's standards include specific court sports but do not provide the flexibility to consider other types of courts. Given the demand, the City should keep its tennis court standard and establish a minimum number of these courts in a grouping. However, other court requirements should be combined into a blended standard that allows for a variety of court types. This approach will keep the standard in place, but allow flexibility as new sports emerge and trends change. At the same time, the City should retire the specific standard for handball/racquetball courts, as demand does not warrant a separate court standard.



## B7 Increase and broaden the standard for multi-purpose rectangular fields (e.g., soccer) and maintain the current standard for diamond fields (e.g., baseball/softball).

Emerging trends for non-traditional sports that use rectangular fields (e.g., lacrosse, rugby, ultimate frisbee, etc.) and increasing soccer interest point to a rising demand for rectangular athletic fields. This demand can be met, in part, by exploring the provision of dual or multi-use fields which would allow individual facilities to support a variety of sports. Soccer field standards should be broadened and reclassified as Rectangular Sports Fields and increased to cover other activities. Needs for lighted and unlighted fields should be addressed.



The underlying analysis for the *Parks Master Plan* indicates that the standard for baseball/softball fields is adequate, even though there has been expressed concern that there is a shortage of fields by the baseball/softball community. The Wall Street Journal reports that youth baseball participation in this country has decreased from 8.8 million to 5.3 million (from 5.4 million to 3.2 million for softball) from 2000 to 2013, due in large part to the industrialization and over-organization of youth sports. Efforts should be made



to inform the local sports community on local participation trends and the City's role as service providers to a large population of residents with a wide range of recreational interests. A resurging interest in activities, such as kickball, can be accommodated within the standard for diamond fields, particularly as trends indicate that baseball participation is anticipated to decline in the future. The City should also consider whether the requirement for a percentage of school fields should be reduced, and, if so, to what extent.

## **B8 Explore opportunities to provide different types of outdoor facilities.**

While standards are not necessary for all types of outdoor facilities, community outreach showed there is a desire for a greater variety of outdoor recreation opportunities, such as track and field events, disc golf, archery, bike tracks and more. Chapter 3 describes some of the types of facility innovations that could support added recreation experiences.



## **B9 Modify and enhance playground guidelines.**

Standards for playgrounds focus on the provision of playground equipment. Throughout the public engagement process, people expressed a desire for a variety of play opportunities such as interactive play spaces and nature play areas. The City should consider retaining numerical standards for play areas, but guidelines for play areas should be updated to encourage diverse play opportunities. All neighborhood and community parks should be required to provide some type of play environment. Play area guidelines for community parks should require some specialized play opportunity, whether it is a thematic play area, destination playground, universal playground, **play equipment including swing sets**, nature play area, interactive/adventure play area or water play feature.



Children at play in Irvine, CA

## DEERFIELD PARK

Figure 3-3 illustrates opportunities for Deerfield Park, which are described below.

- *New Facility Innovations:* If disc golf were to be relocated to another location, the racquetball courts and disc golf areas could be repurposed to provide space for one of the Facility Innovations listed at the end of this chapter.
- *Enhanced Play Opportunities:* Several separate play elements could be consolidated into a unique thematic play area with separate areas designed for children ages 2-5 and 5-12. The play areas could potentially include fitness equipment, **a swing set**, a small water spray feature with shade sails and universally-accessible components.
- *Centralized Open Space:* The center of the park could incorporate both a flat open lawn for programs and free play, as well as a berm or mound with native plantings and places to roll down the hill or sit and watch surrounding park activities.
- *Updated Community Center, Parking and Entry:* This older facility could be refreshed, with enhancements made to the entry, drop-off area, adjacent outdoor plaza and circular parking area in the process.
- *New Picnic Shelters:* Two additional and reservable picnic shelters (one designed for small groups and the other designed for medium-sized gatherings) could provide needed social spaces.
- *Plantings:* Gradual introduction of new tree plantings and drought-tolerant grasses and/or groundcover could help reduce long-term maintenance and water costs.



## Planned Parks and Other Sites

In addition to the community park sites identified above, there are other sites that could present unique opportunities for Irvine:

- IBC Neighborhood Park or Parks
- Gateway Community Park
- Portola Springs Community Park
- Los Olivos Community Park
- Orange County Great Park
- Open Space Opportunities

### IBC NEIGHBORHOOD PARK

As a mixed-use area featuring multiple clusters of residential development, the IBC presents an opportunity for the City to develop its first urban park(s). Given typical influxes of workers and visitors into this area, the park(s) will likely attract workers during the daytime and residents in the evening and weekends. Depending on land availability, it may be possible to acquire and/or develop two 1 to 1.5-acre park sites. One park site could be used to provide more traditionally “outdoor” recreation amenities, while by acquiring an existing office or warehouse building and repurposing it into a gymnasium. A second park could be used to satisfy “indoor” recreation needs and serve as a form of Community Park. **A park plan specific to the IBC will be prepared per City Council direction on May 23, 2017. The park plan will identify potential park sites and develop conceptual designs to be vetted through a public outreach process.** Figure 3-9 introduces a 1.5-acre conceptual urban park.

- *Site Selection and Context:* Given that IBC parks tend to be smaller than other neighborhood parks and are located in a high density, heavily traveled area, park siting guidelines should be established. Surrounding uses should be considered when selecting a location for the park(s), as park users will be drawn from adjacent residential, office and/or retail areas. At least one site edge should front an interior public street; ideally not an arterial roadway to provide a neighborhood scale and accessible entry. Access to on-street parking should be considered, along with users’ ability to reach the park via walking or cycling paths. If feasible, a neighborhood park could be sited along San Diego Creek in order to provide an entryway to the trail network, and to synergize activities with those existing amenities.

## GATEWAY PARK

Since 2003, plans for the future Gateway Park have included four softball-soccer field overlays, six tennis courts, six basketball courts, one sand volleyball court, one handball court, a playground and a community center. Based on community outreach priorities identified in this *Master Plan*, as well as the fact that numerous sports fields and courts will be provided nearby at the OCGP Sports Park, there may be an opportunity to vary the amenities originally planned for this site. Considering the site's proximity to the Northern Open Space Preserve as well as its location at the terminus of the Jeffrey Open Space Trail (JOST), it may be possible to design the site as a link between Irvine and its surrounding open space, utilizing recreational amenities compatible with this context. A key feature of this park could be an 18-hole disc golf course, relocated from Deerfield Park. Gateway may also be an ideal setting for an outdoor classroom **and/or art space, atelier**, nature trails, **a dog park**, a universal or thematic playground or a large reservable picnic shelter/pavilion for events and programs.

## PORTOLA SPRINGS PARK

Portola Springs Park is planned as a 25-acre multi-use community park. It will include two softball fields, two soccer fields, one warm-up/practice field,



Portola Springs Community Center will feature a Native American wing and adjacent garden. Image Credit: Irvine Company

three tennis courts, six pickleball courts, one sand volleyball court, a 12,000-square-foot community center, a children's play area and natural trail. The park will be proximate to nearby trail and open space amenities. **It may also be a good location for outdoor art space or an atelier.**

## LOS OLIVOS PARK

Planned to include just over 12 acres of community parkland, Los Olivos Park will offer additional recreation opportunities for residents of the emerging Spectrum and Los Olivos neighborhoods. Park amenities are planned to include four lighted tennis courts; one lighted basketball court; one lighted, multipurpose soccer field; one lighted softball/baseball field; and a 6,000-square-foot community building. To vary the tennis play experience, there may be opportunities to surface the courts using turf or clay.

## ORANGE COUNTY GREAT PARK

The OCGP will be constructed as planned, pending additional public outreach which was ongoing at the time this *Master Plan* was developed. As the City explores features to include in the Cultural Terrace, there is an opportunity to consider the feasibility and market for a performing and cultural arts venue or for the relocation of the Fine Arts Center from Heritage Park. Community outreach findings and the facility analysis conducted for the *Parks and Recreation Needs Assessment* identified a community desire for a multipurpose community theater with programming, event and performance space for the creative arts, dance, theatre and cultural arts. While needs for outdoor amphitheaters could partially be met in Mike Ward and Bill Barber parks, no community park site is suitable for the type of large indoor/outdoor facility that could support community music, theater and performing arts classes and programs. A market, financial feasibility and programming study would be needed to further evaluate opportunities for this type of event and programming venue, particularly where nearby universities offer performance halls.

At this time, a golf course is also planned for the OCGP. A feasibility study for the proposed golf course would also be beneficial to identify demand trends, style of course, size and price point. Additionally, the study could evaluate a potential clubhouse, operations and public/private partnerships. **Given parking demands for competitive swim events, the City should consider placement of any additional aquatics facilities in a larger community park or the OCGP.**

## OPEN SPACE OPPORTUNITIES

Through community engagement opportunities, residents expressed a strong desire to have increased connections with, and access to, nature. To provide such opportunities, parks adjacent to open space (such as Turtle Rock) can be designed to have even stronger natural themes and components. The City should continue to develop extensions to the JOST, perhaps exploring Gateway Park as a connection between the JOST and the Northern Open Space. While Bommer Canyon Trailhead is already open from 7 a.m. to sunset, seven days a week, there may be additional opportunities to increase parking capacity at the site, or to pursue additional programs that could fit within conservation agreement requirements. In terms of programming, the City could pilot outdoor and wilderness-oriented activities, including urban camping, mountain biking, nature identification and self-directed hiking. The City could also explore opportunities for open space education and interpretation classes designed to introduce the public to the unique habitat, history and culture of our area. Gateway Park provides an opportunity to develop a unique historical, cultural and educational natural environment for the community.

## II.F DOG PARK

Dog parks provide dedicated areas for dogs to exercise and play off-leash under supervision of their owners. Most dog parks include a variety of features such as fencing, double gated entry and exit points with ADA accessibility, drainage, shaded areas, seating, water and animal waste pick up facilities. Some dog parks provide separate areas for large and small dogs. Some parks include small ponds for dogs to swim in and large areas of turf and trees for recreation.

### Park Type Where Appropriate

- Neighborhood Park
- Community Park
- Special Use Park
- Orange County Great Park



### Community Outreach Themes Supported

- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors

### Implementation Ideal

- Park sites with sufficient parking for visitors
- Compatible with surrounding uses



NOLA Dog Park, New Orleans, LA



Kansas City Dog Park, Kansas City, MO

## VII.C OUTDOOR CLASSROOM

These small gathering spaces are designed to facilitate nature-based **or art-based** learning and discovery **such as nature classrooms and outdoor ateliers.**

### Park Type Where Appropriate

- Community Park

### Community Outreach Themes Supported

- Education
- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors



### Implementation Ideal

- Pilot programs at test sites with the possibility of a more permanent addition if successful
- Locate near school or where bus parking is possible
- Integrate at Gateway Park

### Examples



Left: Outdoor classroom, Red Pine Trail, Niskayuna, New York; Right: Grundy Lake Provincial Park, Ontario, Canada



of a CFD requires a two-thirds vote of residents living within the proposed boundaries. If there are fewer than 12 residents, then the vote is instead conducted of current landowners. The assessment cannot be based on property value; instead, it is based on the size of the property or square footage of structures. By law, the CFD is also entitled to recover expenses needed to form the CFD and administer the annual special taxes and bonded debt. The special assessment continues until bonds are paid off and then is typically reduced to a level to maintain the investments.

In the City of Irvine, Mello-Roos taxes are a funding mechanism used for nearly every community built since 1988. Newly constructed homes in Irvine also have the tax. Communities that do not have Mello Roos taxes include El Camino Real, Turtle Rock, University Park and most of Northwood and Woodbridge. This is due to the fact that these were some of the first Irvine communities built before 1988.

## Dedications and Fees

### **PARK LAND ~~DEDICATION~~ DEDICATION AND IN-LIEU FEE (QUIMBY ACT)**

The Quimby Act (California Government Code Section 66477) authorizes cities to require the dedication of land or to impose fees for park or recreational purposes as a condition of approval of certain types of residential development projects. Any land required to be dedicated and/or fees required to be paid are to be used to acquire new parkland or fund capital improvements at existing recreation and park facilities which will serve residents of the new development. Revenues generated through the Quimby Act cannot be used for the operation and maintenance of park facilities.

Pursuant to the Quimby Act, the Irvine's Parks and Recreation Element of the General Plan and the Subdivision Ordinance (Section 5-5-1004 of the Irvine Municipal Code) require developers to dedicate park land and/or improvements/amenities and/or pay fees in lieu of dedication, at a rate of five acres per 1,000 persons. The City of Irvine public park system is divided into two park categories: community parks and neighborhood parks. Neighborhood parks are further divided into public and private parks. The allocation of land and improvements is apportioned at two acres to community parks and three acres to public and/or private neighborhood parks.

### **Eligible Minimum Improvements (Park Credits)**

In addition to the dedication of land and/or park in-lieu fees, the City of Irvine allows the requirements of the Quimby Act to be satisfied through developer provision of eligible

Park Name	Acreage	Description of Design and Development Opportunities	Build						Enhance																				Rehabilitate				Total Number of Improvement Opportunities	Major Facility Opportunity (See Table D-2)				
			Conduct Feasibility Study	Acquire Park Land	Design Master Plan	Prepare Construction Documents	Develop Site	Coordinate with Developer	Develop/Deepen Design Intent	Conduct Community Outreach	Identify Park Theme, Art and Cultural Features	Add Play Opportunities	Complete Minor Facility Improvements	Renovate/Add Entry/Parking Areas	Add Internal Paths/Trails	Add/Enhance Sports Fields	Add/Enhance Sports Courts	Add Shade Features	Add Picnic Shelters	Enhance Seating Arrangements and Social Spaces	Incorporate Flexible Use Area	Repurpose Existing Use Area	Integrate Nature Experience	Incorporate Educational Features	Upgrade Site Furnishing Amenities	Incorporate Materials Color Palette	Add/Improve Lighting	Add/Improve Signage	Increase Plant Diversity	Address Water Conservation	Improve Ecological Systems Through Stormwater Management	Implement Urban Greening Strategies			Update Maintenance Program	Replace Infrastructure/Assets	Improve Play Area Accessibility	Address Other Outdoor Site Accessibility Issues
		Totals for special use sites	0	0	0	0	0	0	0	0	0	3	1	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	
		Percentages for special use sites	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%	33%	0%	33%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	7	0	
Planned Parks																																						
Portola Community Park	25.0	A multi-use community park with sports fields, courts, nature-themed playground, Native Garden and community center.					●	●																												2	●	
Gateway Community Park	70.5	A gateway to the JOST and surrounding open space, supporting both active and passive recreation opportunities including trails, disc golf, flexible fields, nature play and a possible indoor gymnasium.			●	●	●	●																												4	●	
Los Olivos Community Park	12.5	A village hub to support athletics, social gatherings, and a variety of recreation experiences.				●	●	●																												3	●	
Northwood Point Neighborhood Park	6.1	A neighborhood park developed to reflect the local character and serve nearby residents with active and social recreation opportunities.			●	●	●	●																												4		
IBC Neighborhood Park(s)	3.0	An intensive use site that provides urban playspace, green space and gathering/social space for nearby neighbors. A park plan for the IBC will be prepared per City Council direction.		●	●	●	●																													4		
		Totals for planned parks	0	1	3	4	5	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	3	
		Percentages for planned parks	0%	17%	50%	67%	83%	67%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	17	3
		Totals for all parks	0	1	3	4	5	4	28	11	27	26	9	25	6	3	4	15	3	34	16	6	21	15	16	8	2	13	48	46	17	17	12	5	43	11	504	12
		Percentages for all parks	0%	2%	5%	6%	8%	6%	44%	17%	42%	41%	14%	39%	9%	5%	6%	23%	5%	53%	25%	9%	33%	23%	25%	13%	3%	20%	75%	72%	27%	27%	19%	8%	67%	17%	504	12

CITY COUNCIL RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
IRVINE, CALIFORNIA, APPROVING A CITY-INITIATED  
PARKS MASTER PLAN

WHEREAS, the City of Irvine initiated a project to update and replace the 1988 Community Parks Master Plan in 2014; and

WHEREAS, in September 2014, the City of Irvine retained MIG, a professional planning consultant, to assist in the preparation of a citywide Parks Master Plan; and

WHEREAS, the Parks Master Plan was developed to address the creation of new parks and improvements as a framework for potential Capital Improvement Program projects and Americans with Disabilities Act accessibility projects, priorities, funding strategies and costs for at least the next 10 years; and

WHEREAS, the Parks Master Plan reflects public input regarding future park development and enhancement of existing parks, which was gathered and provided through an extensive public outreach effort; and

WHEREAS, the proposed Parks Master Plan is considered a project pursuant to the State of California Environmental Quality Act (CEQA); and

WHEREAS, Pursuant to Section 4 of the City of Irvine CEQA procedures and Article 19 of the State CEQA Guidelines, it has been determined that the proposed project is found to be exempt from the requirements of CEQA under Section 15262, Feasibility and Planning Studies; and

WHEREAS, the project is consistent with the City's General Plan and Zoning Ordinance; and

WHEREAS, a draft Notice of Exemption has been prepared pursuant to CEQA Section 15262 as a statutory exemption since the Parks Master Plan is a planning study to be reviewed by the City Council of the City of Irvine; and

WHEREAS, the Community Services Commission of the City of Irvine considered information presented by Community Development Department staff and other interested parties at a duly noticed public meeting held on March 15, 2017 and adopted (unanimously with all members present) Community Services Commission Resolution No. 17-02 recommending City Council approval of the proposed Parks Master Plan; and

WHEREAS, the Planning Commission of the City of Irvine considered information presented by Community Development staff and other interested parties at a duly



noticed public meeting held on April 6, 2017 and adopted (on a 4-1 vote with all members present) Planning Commission Resolution No. 17-3599 recommending City Council approval of the proposed Parks Master Plan; and

WHEREAS, the Senior Citizen Council of the City of Irvine considered information presented by Community Development staff and other interested parties at a duly noticed public meeting held on April 20, 2017; and

WHEREAS, the Aquatics Advisory Board of the City of Irvine considered information presented by Community Services staff and other interested parties at a duly noticed public meeting held on April 26, 2017; and

WHEREAS, the Irvine Residents with Disabilities Advisory Board of the City of Irvine considered information presented by Community Development staff and other interested parties at a duly noticed public meeting held on May 2, 2017; and

WHEREAS, the City Council of the City of Irvine considered information presented by Community Development staff and other interested parties at a duly noticed public meeting held on May 9, 2017. At that meeting, the City Council directed staff to revise the document based on City Council comments; and

WHEREAS, the City Council of the City of Irvine considered the revised document and additional information presented by Community Development staff and other interested parties held on June 13, 2017.

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

SECTION 1. Pursuant to Section 4 of the City of Irvine CEQA procedures and Article 19 of the CEQA Guidelines, it has been determined that the proposed project has been found to be statutorily exempt from the requirements of CEQA, under Section 15262 Feasibility and Planning Studies.

SECTION 2. The City Council of the City of Irvine approves the Parks Master Plan attached hereto as “Exhibit A” and incorporated herein by this reference.

SECTION 3. That the City Clerk of the City of Irvine 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 13<sup>th</sup> day of June 2017.

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

ATTEST:

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

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine held on the 13<sup>th</sup> day of June 2017.

AYES                               COUNCILMEMBERS:

NOES                               COUNCILMEMBERS:

ABSENT                           COUNCILMEMBERS:

ABSTAIN                         COUNCILMEMBERS:

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

CITY OF IRVINE

# parks master plan



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# **City of Irvine**

## **PARKS MASTER PLAN**

### **Final Plan**

**June 2017**

**Prepared by:**



109 W. Union Avenue | Fullerton, CA 92832  
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## ACKNOWLEDGEMENTS

The City of Irvine greatly appreciates the efforts of community members, committee and advisory board members, City staff, and other City leaders who contributed to this planning effort. Your interest and support will continue to foster the success of our park and recreation system.

### CITY COUNCIL

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Lynn Schott, Mayor Pro Tem

Melissa Fox, Councilmember

Jeffery Lalloway, Councilmember

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# CHAPTER 1

## Introduction

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## 1. INTRODUCTION

Irvine is consistently recognized as one of America's most successful master-planned communities. One of many legacies of the Irvine master plan is the City's robust network of parks and open spaces, provided through ongoing collaboration between public and private entities. In 2016, the Trust for Public Land, a national nonprofit organization, recognized Irvine as having the eighth-highest quality park system in the nation, outranked only by large metropolitan cities like Minneapolis, Washington, D.C., San Francisco, and New York. Echoing the analysis by the Trust for Public Land, Irvine residents largely approve of the park system, with ninety-five percent of respondents in a recent Resident Satisfaction Survey indicating that they are very satisfied or satisfied with City of Irvine (City) efforts to provide parks, athletic and aquatic facilities (True North Research, Inc., 2013).

Much of Irvine's success in parks and recreation can be traced to the 1988 *Community Parks Master Plan*, which guided development of the City's park system over the past several decades. According to *Community Parks Master Plan* principles, parks and trails have been integrated into the design of each new residential village, ensuring that residents have recreation opportunities nearby, as well as access to park and open space amenities provided on a citywide scale.

While the 1988 *Community Parks Master Plan* has helped Irvine attain the quality park system we know and enjoy today, much of that Plan focused on the creation of new



*Turtle Rock village is located within the hills, just east of the UC Irvine campus. This Master Plan provides recommendations to parks, recreation facilities, open space and programs to support the village lifestyle and a high quality of life.*



parks. As the City approaches buildout, there are relatively few residential villages left to develop. Accordingly, the focus of park planning must begin to shift away from new development toward the ongoing maintenance and enhancement of park resources. This *Parks Master Plan* (or *Master Plan*) will help the City make that transition so that it can continue to provide residents with high-quality parks, recreation facilities, open spaces, programs and services over the coming decade and beyond.

## CITY PARKS AND RECREATION RESOURCES

The *Master Plan* provides guidance for Irvine’s public parks. These include community parks, neighborhood parks and special use sites—accounting for more than 530 acres of park land. Map 1 illustrates where these amenities are located in the City. Although the Orange County Great Park (OCGP) planning process is independent of this effort, this *Master Plan* considers how park amenities planned for the OCGP will interact with the City’s broader park network; essentially considering the vast amenities proposed for the OCGP to be amenities within the City’s overall park resources. Appendix A presents the inventory of all park resources according to classification. For a description of these different park classifications, see the information below.

### Quick Park Facts

The City of Irvine provides 60 public parks covering more than 530 acres, as well as approximately 823 acres of active use areas within the OCGP:

Park Type	Acres	#
Community Parks	352.6	20
Neighborhood Parks	170.6	36
Special Use Sites	9.6	4
OCGP	823.0	1

Irvine’s public park system supports different types of recreation facilities for indoor and outdoor use:

- athletic facilities, such as soccer fields, baseball/ softball fields and sports courts;
- outdoor facilities, such as playgrounds, swimming pools, picnic areas, and outdoor amphitheaters; and
- indoor facilities, such as community centers, senior centers, fine arts and nature centers.

### Quick Facility Facts

Irvine parks provide more than 400 public recreation facilities:

Park Type	Athletic Facilities	Outdoor Facilities	Indoor Facilities
Community Parks	167	69	18
Neighborhood Parks	68	100	1
Special Use Sites	0	0	5



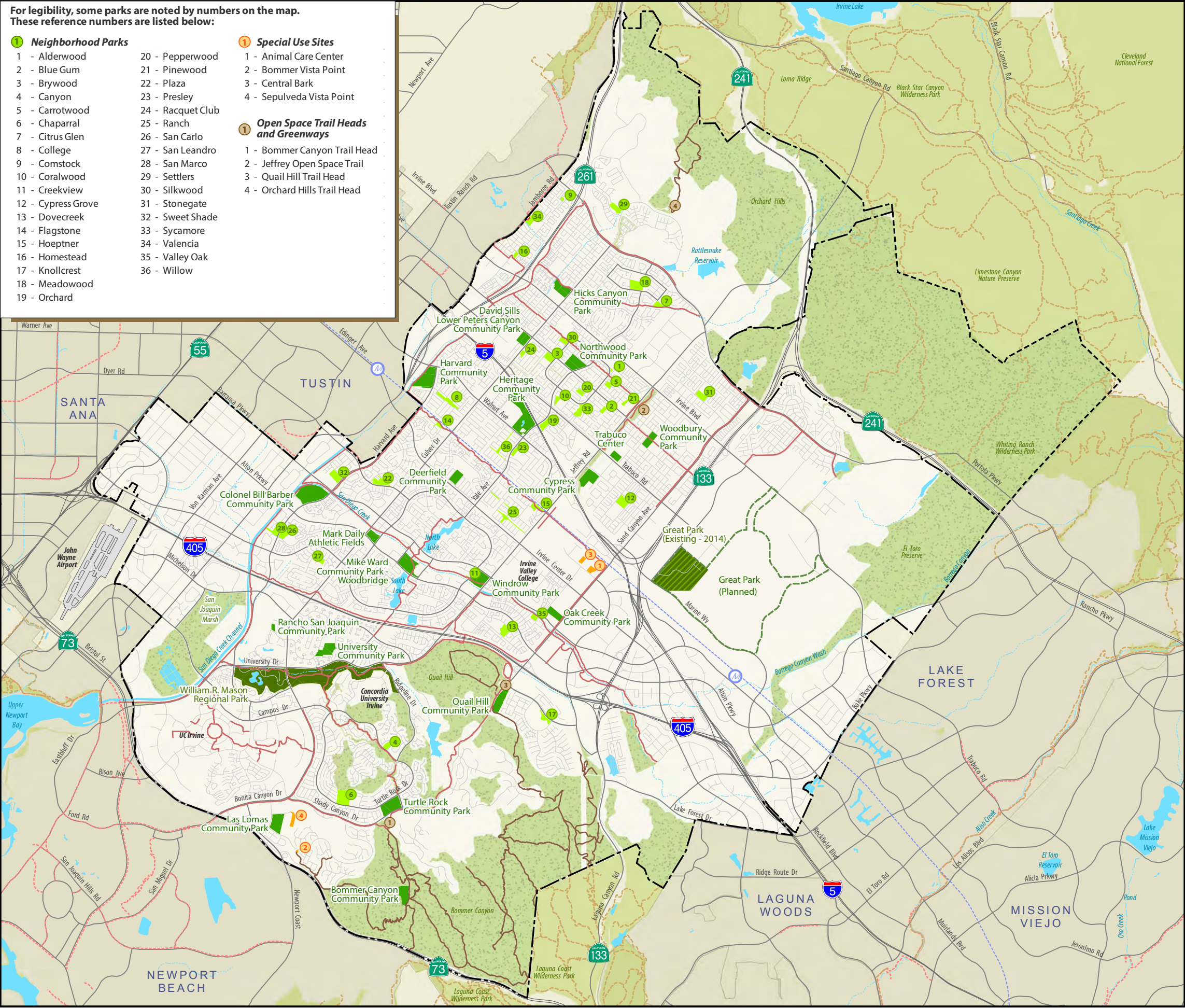
For legibility, some parks are noted by numbers on the map. These reference numbers are listed below:

- 1 Neighborhood Parks**


1 - Alderwood	20 - Pepperwood
2 - Blue Gum	21 - Pinewood
3 - Brywood	22 - Plaza
4 - Canyon	23 - Presley
5 - Carrotwood	24 - Racquet Club
6 - Chaparral	25 - Ranch
7 - Citrus Glen	26 - San Carlo
8 - College	27 - San Leandro
9 - Comstock	28 - San Marco
10 - Coralwood	29 - Settlers
11 - Creekview	30 - Silkwood
12 - Cypress Grove	31 - Stonegate
13 - Dovecreek	32 - Sweet Shade
14 - Flagstone	33 - Sycamore
15 - Hoepfner	34 - Valencia
16 - Homestead	35 - Valley Oak
17 - Knollcrest	36 - Willow
18 - Meadowood	
19 - Orchard	
- 1 Special Use Sites**

  - 1 - Animal Care Center
  - 2 - Bommer Vista Point
  - 3 - Central Bark
  - 4 - Sepulveda Vista Point
- 1 Open Space Trail Heads and Greenways**

  - 1 - Bommer Canyon Trail Head
  - 2 - Jeffrey Open Space Trail
  - 3 - Quail Hill Trail Head
  - 4 - Orchard Hills Trail Head



# IRVINE PARKS MASTER PLAN



## Map 1: Existing Parks and Open Space (2016)

**Irvine Parks**

- Neighborhood Park
- Community Park
- Special Use Sites

**Other Parks**

- Orange County Great Park
- William R. Mason Regional Park

**Open Space**

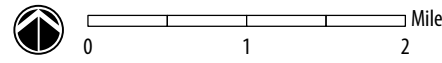
- Irvine Open Space
- Surrounding Open Space

**Bike Paths and Open Space Trails Network**

- Irvine Class I Bike Paths
- Other Class I Bike Paths
- Open Space Trails
- Other Open Space Trails

**Base Map Features**

- Irvine City Boundary
- Irvine Sphere of Influence
- Major Streets
- MetroLink Line and Stations
- Creeks/Drainage Channels
- Water Bodies



0 1 2 Miles

April 2016  
Sources: City of Irvine, OCTA and OC Parks.



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*Community Parks are larger multi-purpose parks that serve as village hubs for the entire community. Examples include Colonel Bill Barber Marine Corps Memorial Park and Heritage Community Park.*



*Neighborhood Parks are smaller parks that provide close-to-home access to essential recreation opportunities. Examples include Hoeptner Neighborhood Park and Meadowood Park.*



*Special Use Sites offer unique amenities or stand-alone facilities that serve a community-wide audience. Examples are Irvine's Animal Care Center, Central Bark Dog Park and Sepulveda Vista.*



*Open Space includes protected natural areas. Some preserves support hiking, bird watching, horseback riding and similar trail-related activities. Examples include the Southern Open Space Preserve, Northern Open Space Preserve, and Jeffrey Open Space Trail.*



*On and Off-Street Trails and Bikeways support recreation and non-motorized transportation.*



*The Orange County Great Park (OCGP) is a large, partially developed regional park with recreation facilities to support the arts, gardening and agriculture, sports and fitness, events and festivals. This park will continue to be developed according to its approved master plan.*

City parks and recreation facilities are activated by drop-in activities, structured recreation programs and events that are intended to enrich quality of life and support health, education and social connections.

## Other City Recreation Resources

While the *Master Plan* focuses on community parks, public neighborhood parks and special use sites, the City provides other recreation resources that affect park planning and use. The City preserves more than 6,500 acres of open space wetlands, oak woodlands, grasslands and coastal sage scrub. It maintains miles of on-street and off-street bikeways, including Class I Regional Trails. It is building the approximately 1,300-acre OCGP that will serve as a region-wide amenity.

The City plays a role in the development of private neighborhood parks, setting standards and guidelines for their development. There are hundreds of private parks in Irvine owned and maintained by homeowners associations and apartment management companies. These private parks provide residents with neighborhood recreation opportunities, especially those related to swimming. Although the *Master Plan* focuses on public sites, it serves as a resource for developers of private neighborhood parks regarding the types of private park amenities desired by the community.

## Other Public Recreation Resources

In addition to the City's public park system, residents of Irvine have access to a variety of other parks and recreation resources. Other major providers of recreational space include:

- County of Orange
- School districts
- Colleges and universities

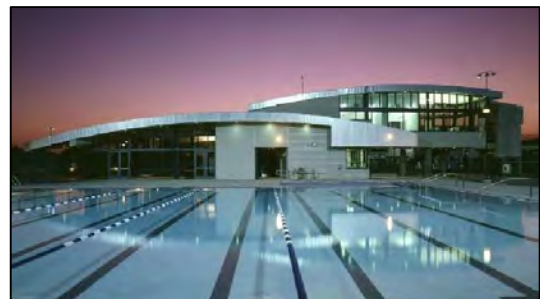
### Recreation Programs & Events

The City coordinates educational and recreation programming in the following service areas:

*Aquatics programs*  
*Arts programs*  
*Children, senior and disability programs*  
*Educational classes*  
*Festivals and events*  
*Nature activities*  
*Physical education and recess programs*  
*Sports leagues*  
*Summer camps*



Many leisure pools are provided at private parks and apartments. (Source: Camden Property Trust)



William Woollett Jr. Aquatics Center was developed in partnership with the IUSD.

The City has, on occasion, partnered with several of these providers to further enhance and maximize recreation opportunities in the community. For example, the City has joint-use agreements with the Irvine United School District (IUSD), Tustin United School District (TUSD) and Concordia University.

## BUILD, ENHANCE, REHABILITATE, MAINTAIN AND ACTIVATE

In the coming years, Irvine will build several planned parks and facilities, but it will also continue to enhance, rehabilitate, maintain and activate its existing park resources. Recognizing that a shift away from park system expansion and toward maintenance and refurbishment will necessitate several policy, design and programming changes, the City has developed this *Master Plan*. In particular, the *Master Plan* will help the City:

- identify ways to continue to provide an array of outdoor activities and recreational services for current and future generations;
- involve residents in reimagining recreation opportunities so that parks better meet evolving community needs and expectations;
- identify opportunities to refine plans for upcoming parks and facilities so that their designs better reflect community needs; and
- enhance and refresh public community parks, neighborhood parks and special use sites and rehabilitate aging and worn amenities and facilities.

### Opportunities for Irvine's Park and Recreation System

The *Master Plan* identifies sites with opportunities to implement the following types of projects:

**Build:** Acquire park land and develop remaining planned parks and facilities to meet the needs of residents, or demolish and fully reconstruct buildings to modernize or expand them to support new uses.

**Enhance:** Improve, update and refresh parks and facilities to address new trends and better respond to evolving community needs.

**Rehabilitate:** Replace, repair or rehabilitate aging, worn, broken or sub-standard amenities and facilities to restore and sustain existing recreation opportunities.

In addition, system-wide recommendations address needs for the following:

**Maintain:** Provide preventative and routine maintenance and custodial care to parks and facilities to sustain assets for the long term.

**Activate:** Provide programs, events and drop-in recreation opportunities and manage City parks and facilities to support diverse recreation activities and experiences.

The *Master Plan* also takes into consideration long-term needs to maintain parks and facilities and activate and program sites for the benefit of residents, as well as employees and visitors who contribute to the economic vitality of the community.

The *Master Plan* will serve as the guiding document for future park development and operations while providing enough flexibility to adapt to changing needs over time. To that end, it incorporates recommendations that can carry the system into the future. While the *Master Plan* identifies opportunities that could be carried out over the long term, it is intended to help the City prioritize and focus on a list of projects that can be completed within ten years, consistent with *Master Plan* objectives and community priorities. Project implementation and timelines will depend on funding requirements and availability, ongoing prioritization and decisions made through the City's annual budgeting and capital improvement process.

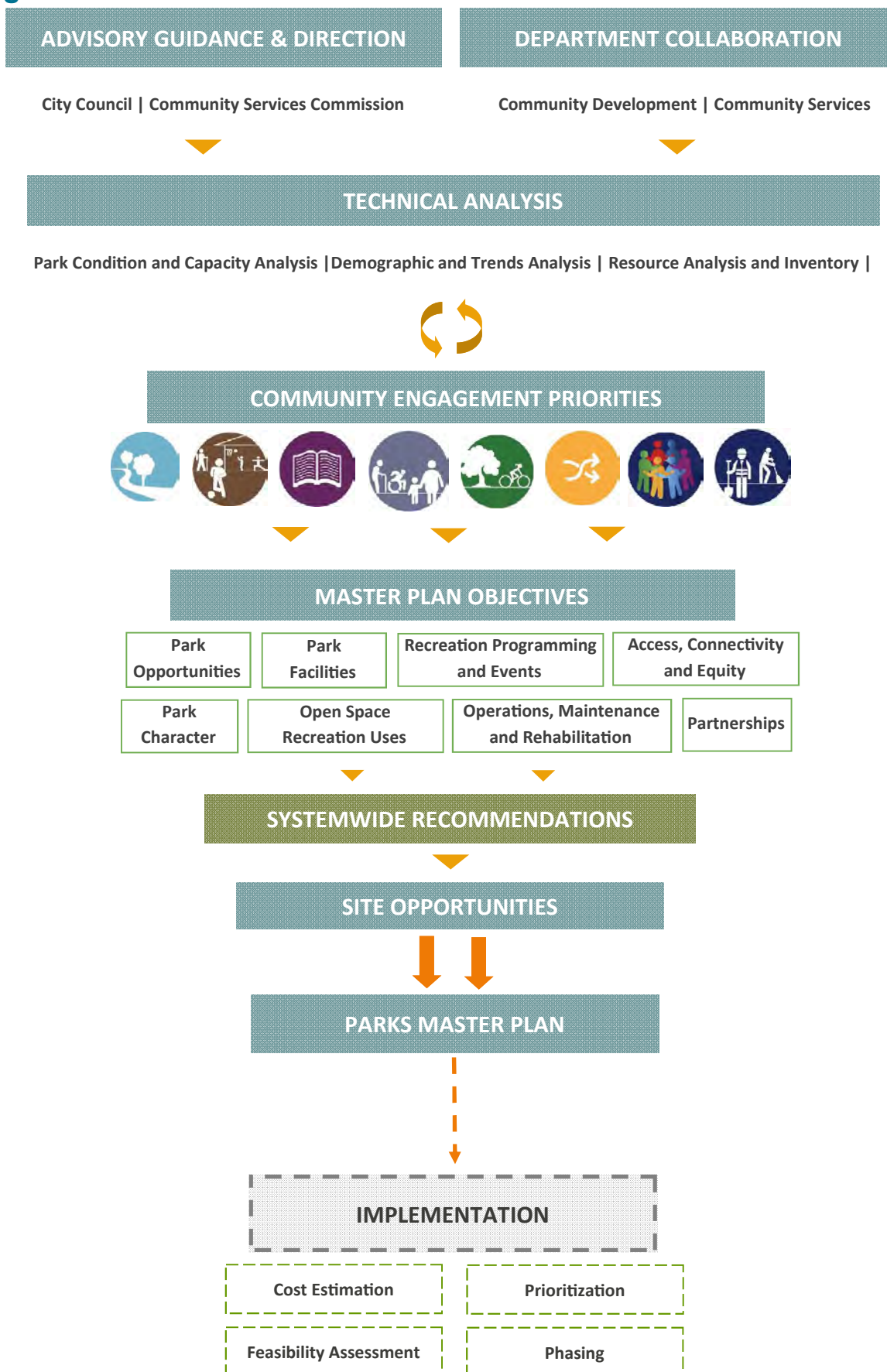
## THE MASTER PLAN PROCESS

Given the community's interest in parks and recreation and the number of stakeholders involved in providing parks and recreation services, development of the *Master Plan* involved participation, guidance and direction from City Council, City Commissions, City Committees, civic leaders, community interest groups and staff.

Figure I-I provides an overview of the *Master Plan* development process.



Figure 1-1: Master Plan Process



## Technical Analysis

A technical analysis of parks, recreation facilities, programs and other recreation resources helped cross-check the public engagement priorities with on-the-ground realities of the park system. With the technical guidance of the City's Project Management Team and involvement of additional staff at key points in the planning process, this research included:

- **Existing Systems Summary:** A baseline evaluation of the City's park and recreation system, which provided a foundation for the planning effort. This included conducting an inventory and mapping City parks, identifying demographic and recreation trends, describing the planning context, and identifying resources for recreation programming, operations and management.
- **Parks and Recreation Needs Assessment:** A Geographic Information Systems (GIS) network and service area mapping analysis, evaluation of existing park and facility standards and park condition and capacity analysis was combined with outreach findings to identify community needs for parks and recreation along with opportunities to improve existing parks and facilities.

### Master Plan Outreach Activities

**Stakeholder Interviews:** Small-group interviews with representatives from community organizations, City departments and other agencies.

**Focus Groups:** Special meetings held with members of local advisory committees, boards, special interest groups, agencies and non-profits.

**Community Intercept Events:** Interactive outreach activities at five community events in parks throughout the City.

**Mapita Online Questionnaire:** Online survey available to anyone interested in providing input to the planning process.

**Parks and Recreation Survey:** A random-sample phone survey of residents conducted by an independent research firm.

**Sports Committee Meeting:** Facilitated discussion with the Irvine Sports Committee.

**Sports/Aquatics Online Questionnaires:** Questionnaires for members of the Irvine Sports Committee and the Irvine Aquatic Advisory Board.

**Community Workshops:** Two interactive public workshops.

**Plan Development Workshop:** Facilitated staff meeting to determine Master Plan direction and contents.

**Webpage Emailed Feedback:** Email communication via the project webpage.

**High School Youth Action Team Survey:** Questionnaire completed by high school youth leaders.

**Council and Commission Meetings:** Project updates provided at public meetings for Irvine's City Council, Community Services Commission, and Planning Commission.



- **Americans with Disabilities Act (ADA) Assessment of Play Areas in Irvine Parks:**

All play areas in City parks were evaluated against accessibility standards to identify potential barriers for use and planning level cost estimates for removing these barriers.

Findings were summarized in City and stakeholder-reviewed reports that provide the foundation for recommendations and conclusions presented in this Master Plan. These documents are available as technical supplements under separate cover.

## Community Priorities

To identify evolving community needs and reimagine the park and recreation system, the City initiated a multi-faceted public outreach effort involving residents, stakeholders, community leaders, interest groups, advisory board members and park users. Between January 2015 and March 2016, approximately 2,100 people participated in outreach activities to identify park and recreation priorities and establish the future direction for parks, recreation facilities, open space, trails and programming. Eight key themes emerged from the outreach activities collectively. These community priorities, summarized alphabetically below and described in detail in Appendix B, inform the *Master Plan* objectives and recommendations.



Residents used stickers to answer questions at a Community Intercept Event held at the Bill Barber Park Youth Softball Opening Ceremonies in February 2015



**Connectivity and Access:** Provide safe and convenient access to parks, outdoor recreation and open space areas.



**Diversity of Activities, Amenities and Facilities:** Provide a greater variety of recreation opportunities, support amenities and spaces.



**Education:** Integrate creative, scientific, academic, historical, educational and interpretive opportunities into the park system.



**Evolving Needs:** Plan for changing demographics and populations with diverse ages, cultures, abilities and needs.



**Flexibility:** Develop facilities to accommodate multiple types of park users and activities.



**Health, Wellness and the Outdoors:** Provide opportunities to connect to nature, enjoy the outdoors, and engage in fitness and healthy activities that contribute to the wellbeing of individuals and the community.



**Partnerships:** Pursue collaborations between government agencies, businesses, developers, schools and non-profit organizations to enhance the park system.



**Standards and Maintenance:** Continue to achieve excellence in parks, facilities, programming, maintenance and customer service.

## Master Plan Objectives and Recommendations

The community's priorities and future vision for City parks have guided the development of the *Parks Master Plan*. The *Master Plan* includes the following:

- *Chapter 2: Systemwide Recommendations* incorporates the community's priorities into eight *Master Plan* objectives for strengthening Irvine's park and recreation system. For each objective, recommendations illustrate how new standards, design concepts and community ideas may be applied to City parks and used to expand programs, access to open space and other recreation opportunities.
- *Chapter 3: Site Recommendations* identifies opportunities to build, enhance and rehabilitate City parks. It provides examples of potential design changes for nine City park sites when they are renovated or developed, and it identifies "facility innovations" that illustrate options for diversifying Irvine's recreation amenities according to evolving community interests.

## The Re-Imagined Park System

The *Parks Master Plan* provides ongoing direction, strategies and a list of capital projects to support an engaging, thriving park and recreation system that embraces community priorities.

The *Master Plan* includes far more potential projects than the City could complete in the next ten years (i.e., the average lifespan of a local park master plan), even when working with developers, schools, businesses and other partners who share the community's vision for parks and recreation. Recognizing that Irvine aims for the finest recreation experiences possible, this *Master Plan* identifies potential improvements that could further enhance these facilities in a reasonable period of time. A ten-year horizon will keep the document relevant and manageable from a planning and funding perspective. This timeframe is also consistent with update guidelines established for a city's general plan (GC§65040.5), which evaluates the long-term growth of a jurisdiction.

Irvine's park system is firmly established as a leader in the provision of municipal recreation services. In keeping with the City's tradition of high standards, this *Parks Master Plan* provides recommendations that would further enrich Irvine's public park system through a dynamic network of spaces that celebrate community-wide values for nature, culture, recreation, arts, ecology, history and education.

Prioritizing projects, incorporating resources that support the *Master Plan* objectives and identifying citywide recreation goals will require continued City commitment and further review. The recommendations presented in this *Master Plan* will focus resources where they would most efficiently build, enhance, rehabilitate, maintain and activate Irvine's high-quality park system in the future.



Gazebo overlooking the pond at Heritage Community Park

The *Master Plan* emphasizes the importance of maintaining flexibility when responding to community needs and new ideas. A tool has been developed to help weigh how new ideas and suggestions align with plan objectives and assist with prioritizing them. Using the assessment form (found in Appendix E), proponents of new programs and projects will be able to describe how their proposals achieve or enhance *Master Plan* goals.

Following submission to the City, staff responsible for developing and operating parks and recreation programs will assess the relative merits of each proposal. Results will then be compared against the results of other projects under consideration in the Capital Improvement Program.

While community-driven projects help address evolving recreation needs, relatively limited funds may be available each year to support the many worthy investments that could be made within the park system.



## CHAPTER 2

# Systemwide Recommendations

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## 2. SYSTEMWIDE RECOMMENDATIONS

Owing in large part to consistent community support for high-quality facility and programming investments, Irvine's park network receives accolades on a national scale (most recently placing in the top ten US park systems according to a nationwide study conducted by the Trust for Public Land). As a leader in recreation services and facilities, the City strives to further refine and improve its parks on a systemwide level. This *Parks Master Plan* exemplifies such an effort. During community outreach, Irvine residents expressed a desire for parks and recreation facilities to embrace new recreation trends, accommodate changing community demographics and reflect priorities for the City. This *Master Plan* categorizes community-supported direction into eight objectives and recommendations for further enhancing Irvine's park system:

- **Objective A:** Provide a variety of public and private parks to meet resident needs.
- **Objective B:** Provide a broad spectrum of active and passive, indoor and outdoor park amenities throughout Irvine that support diverse recreation experiences, community gathering spots and opportunities for play.
- **Objective C:** Activate parks and address community recreation needs through the provision of programs and events.
- **Objective D:** Ensure that the City's park, recreation and open space system is accessible to Irvine residents, including users of different abilities and demographic characteristics.
- **Objective E:** Create dynamic parks as special and unique places, adding or incorporating art and historic resources, innovative features, diverse landscaping, nature, varied color palettes and welcoming amenities.

### Outreach Themes

Icons for community outreach themes note the community priorities each recommendation supports:



Connectivity and Access



Diversity



Education



Evolving Needs



Flexibility



Health, Wellness, Outdoors



Partnerships



Standards and Maintenance



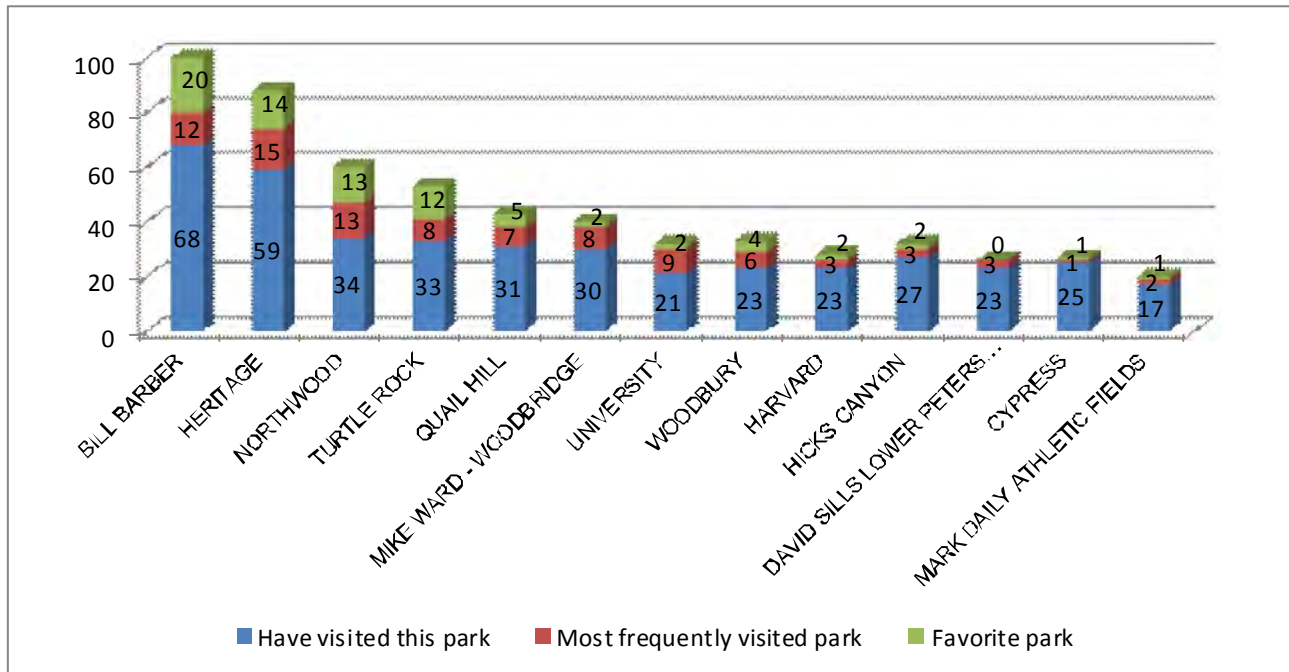
- **Objective F:** Balance access to open space for outdoor recreation with conservation needs.
- **Objective G:** Ensure that Irvine’s parks and recreation system is operated, maintained and renovated in a manner that is cost-effective, while balancing user safety, security, satisfaction and funding availability.
- **Objective H:** Develop and maintain relationships with targeted public and private organizations and entities to support City objectives.

## PARK OPPORTUNITIES

### Objective A: Provide a variety of public and private parks to meet resident needs.

Parks are community hubs that provide a variety of benefits. In addition to providing recreation space, parks also protect natural resources, unite nearby neighborhoods, support health and fitness and beautify the community.

**Figure 2-1: Park Preference in the City of Irvine**



The community parks shown above were mentioned most frequently by 450 Mapita participants responding to questions about park visitation and preference. The data provides a glimpse of parks within the community.

Irvine's park system provides an appealing combination of small neighborhood parks, larger community parks, regional parks, trails, scenic vistas and open space. Together these sites enhance the City's identity and quality of life.

By 2030, Irvine's population is projected to increase to 327,900 residents (City of Irvine Fiscal Year 2016-17 Budget). New parks will be needed to meet the increasing demand for park land, particularly in new residential areas and villages in the northern part of Irvine and in the Irvine Business Complex (IBC). In addition, residents desire enhanced connections to parks, trails and open space.

New park development should also factor in the Orange County Great Park (OCGP) as a resource that will play a significant role in meeting park and recreation needs for many segments of the community. The *Master Plan* recommends reviewing and updating park classification and standards to address these new dynamics around a specific set of service level metrics.

## Recommendations

### A1 Adopt a function-based classification system for all City parks and recreation spaces and maintain a park inventory of both public and private park facilities.

The City is supported by a large network of parks and recreational facilities under various forms of ownership; however, it only tracks public resources through park improvement credits. Implementation of a function-based classification system would identify all parks and recreation spaces and facilities, including: neighborhood parks, community parks, special use sites, regional parks, private parks, open space, trailheads and trail corridors. This planning tool would allow the City to better assess gaps and identify core level of service expectations. For planning purposes, the resources the OCGP brings as a City regional park with unique and specialized uses, facilities, events and programs would be included. Table 2-1 summarizes the existing and planned facilities for the OCGP.



Categorizing all sites by function would require that the City prepare and maintain an inventory of public and private park resources to identify what needs are being met by these parks. The Parks and Open Space Inventory in Appendix A serves as a starting point for public facilities; however, a comprehensive inventory of private park resources is in progress but has yet to be finalized.

**Table 2-1: Orange County Great Park Features**

Existing Features	Future Park Features
South Lawn Athletics Building South Lawn (4 soccer fields) North Lawn (2 multi-use fields) Great Park Gallery Farm + Food Lab Incredible Edible Farm Great Park Certified Farmers Market and Picnic Meadows Visitors Center Reflecting Ponds and Viewing Pier Kids Rock Playground Hangar 244 Festival Site Giving Grove Great Park Balloon	12 baseball/softball fields 18 new soccer/multi-use fields 5 sand volleyball courts 25 tennis courts 4 sports courts 188-acre golf course 178-acre wildlife corridor 71-acre agricultural area 40-acre Bosque Improvements 36-acre Upper Bee Canyon area Cultural Terrace Ice Facility 84.3 acre restored Agua Chinon Wash

Source: Orange County Great Park Corporation, <<http://www.ocgp.org/>>, 2014; with City updates, 2016.

## **A2 Maintain minimum standards for traditional uses; provide flexible design guidelines to encourage variation.**

City standards and guidelines are not typically based on park design and character. The City should continue to focus its efforts on providing traditional recreation facilities. Numerical standards should apply to facilities that support the most popular types of traditional recreation activities.



Compared to national levels, Irvine has consistently surpassed the average amount of park amenities provided to its residents. The City's standards exceed national benchmarks for major recreational facilities in jurisdictions with populations over 250,000, as reported by the National Parks and Recreation Association in the 2016 National Field Survey. Furthermore, the number of facilities such as soccer fields, ball fields, playgrounds, community centers and senior centers, provided through the City's public park network, exceeds the national average for cities within this population range. When considering this network along with the addition of a system of private parks that were designed to meet City standards and serve adjacent neighborhoods, Irvine boasts a cohesive park network that is superior to most.



However, community outreach suggests that residents would like to enjoy a wide variety of recreation experiences. Therefore, in addition to maintaining numerical facility standards, adopting more comprehensive park design and development guidelines will support the development of diverse options that reflect new and emerging trends in recreation. New design guidelines should address the provision of more unique support facilities and amenities to create a variation in social spaces. For example, rather than providing separate numerical standards for picnic tables and barbecues, the City should consider a guideline for shaded picnic shelters that include tables, barbecues and water to support small group gatherings. The City should also evaluate current standards for community centers, as larger, multi-use facilities could better support the diverse array of programming desired by Irvine residents.

### **A3 Support trail-related recreation in community parks.**

Recreation trends suggest that trail use is very popular. This trend was reiterated by the public at community outreach events. Focus on trails in all community parks is recommended. These trails should be separate from access paths to facilities, wherever possible. A variation of trail length and challenge should be considered for all age groups and abilities including accessible loop trails, soft surfaced jogging trails and nature trails. The City should consider variation of experience along a trail, utilizing activity nodes to activate spaces periodically.



### **A4 Evaluate expectations for private parks.**

Private park standards allow parks that are a minimum of 100 feet wide and 1/3 acre in size. Parks of this size or configuration are limited in the recreation amenities they can offer. Recreation trends show that many cities are moving away from the provision of smaller tot lots, pocket parks and mini parks in favor of larger neighborhood parks.



However, there are areas of the City where unique and non-traditional private recreation amenities would be appropriate. In particular, the IBC is home to large scale office developments and high-density residential uses. Vacant land in this area of the City is scarce and land value is high. It would be difficult to acquire, assemble, design and construct large outdoor park facilities within IBC neighborhoods. In keeping with Objective A listed above, the IBC area is uniquely suited to host park/recreation facilities that are more urban in nature such as indoor recreation facilities (i.e., consistent with the reuse of an existing building) or small public plazas or other types of gathering spaces.

The City should consider updating and expanding its guidelines to ensure that private parks are meeting local recreation needs including the consideration of larger private Neighborhood Parks to provide more amenities.

Adopting design guidelines by park type could help ensure that essential recreation opportunities are provided in all neighborhood parks, whether public or private.

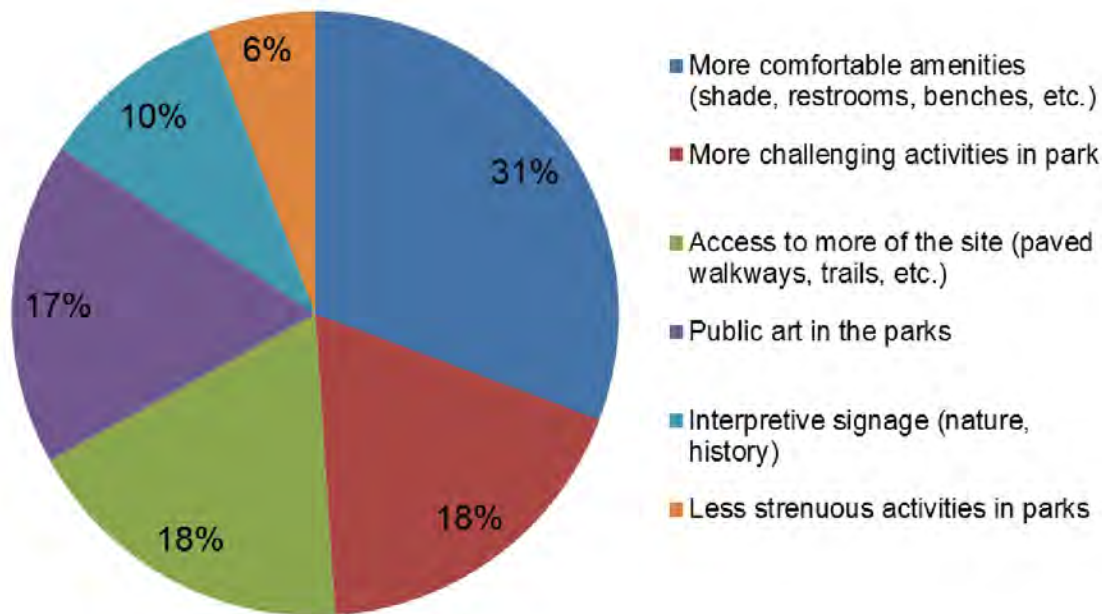
## PARK FACILITIES

**Objective B: Provide a broad spectrum of active and passive, indoor and outdoor park amenities throughout Irvine that support diverse recreation experiences, community gathering spots and opportunities for play.**

Community livability and economic vitality are supported through a variety of recreation opportunities for residents, employees and visitors. Participants throughout the engagement process repeatedly expressed a desire for parks that offer a range of activities, facilities that support multiple uses and flexible spaces that can accommodate structured programs as well as drop-in activities. Gymnasias, athletic fields and courts are desired to support organized sports, and other non-traditional active use recreation spaces are needed to support health and fitness.

**Figure 2-2: Amenity Preference**

**What would make your experience more enjoyable?**



*The responses of 690 participants in Community Intercept Events reveal an interest in a variety of enhancements.*

Residents want facilities that support social gatherings and community events, as well as those that provide solitude, nature experiences and lifelong learning opportunities. Loop trails through parks, nature play areas, event venues, community gardens, performance centers, bike parks and dog parks are some of the many enhancements mentioned during public engagement activities. As such, the City's Park Standards Manual should be updated to create a wider variety of park amenities.

## Recommendations

### B1 Update guidelines for the provision of park facilities.

Trends show that recreation activity demands have changed dramatically since 2005 when the City adopted its standards for parks and park facilities. (Note: The facility standards were re-adopted by the Planning Commission in September 2015 but not changed from their 2005 form) Community demographics have also changed since that time. The City should consider revising the categories in which standards are set, resetting standards where demand has changed, reevaluating the role of school facilities, and considering guidelines for access and spatial distribution (based on travel distances) to supplement its numerical standards. The City should also continue to ensure that new opportunities are introduced in pilot programs to test their viability and popularity before developing multiple new facilities of any type.



For example, combining standards for community centers, gymnasia and senior centers will reflect the increasing trend toward multi-purpose centers that serve all ages and interests. Fewer cities are building small neighborhood community centers or stand-alone facilities for teens or seniors. Even in cities where private facilities meet the demand for weights and exercise equipment, the provision of combined multi-purpose facilities increases indoor programming options. Standards should be updated to reflect this trend.

### B2 Revisit the role that private parks play in providing tennis courts.

Tennis is a very popular sport in Irvine. The United States Tennis Association (USTA) has established a recommended standard of one tennis court to be provided for every 10,000 population. Given this recommendation, a City the size of Irvine should provide approximately 25 tennis courts for its residents. The City manages 64 tennis courts, many of which are used continuously throughout the day.





The City coordinates with private developers when private parks are planned and built to ensure facility standards are followed. According to these standards, private parks are expected to provide 67 percent of lighted tennis courts and a portion of other types of sports courts, as long as they are available to all residents. Private parks are managed to serve a specific community and are not intended to serve all residents. For this reason, the City should consider providing more of the community's lighted tennis courts.

### **B3 Create buildings that serve as social activators with connections between indoor/outdoor spaces.**

New facilities, as well as renovations to facilities, allow spaces to be updated to respond to recreation trends. Proper design of buildings may foster social interactions among all age groups. With the Southern California climate, connections between indoor/outdoor spaces should be considered to maximize useable space and diversity of experience.



Examples of this strategy include: a senior center and nearby community garden, shaded seating area or a low-impact pickleball court; community or recreation center and outdoor play areas, outdoor sports fields/courts (with indoor gym for indoor/outdoor sports camps and classes); and fine/cultural arts center with outdoor arts plaza for events or outdoor small amphitheater for outdoor arts/music programs. Once constructed, Portola Springs Park will feature numerous indoor-outdoor connections and synergies, including an exercise room that opens into an adjacent exercise court.



### **B4 Develop flexible use areas.**

New features or facilities in parks should be designed for flexible uses. For example, a plaza can host Tai Chi classes in the mornings, splash play in the afternoons and local band performances in the evenings, if designed appropriately. Appropriate infrastructure should be integrated into these flexible areas to support the different activities. Any open lawn area should be designed to support programmed and un-programmed activities, including unstructured play, impromptu public gatherings and events.





## B5 Provide specialized play opportunities at community parks.

Community parks should provide larger scale destination play areas that are intended to draw visitors from throughout the City. Destination playgrounds should include nature play, thematic play, universal play, play equipment including swing sets, interactive / adventure play and water play features.



## B6 Provide multi-purpose courts and combine selected court standards to accommodate trends and more variety in court sports.

Emerging interest in sports, such as badminton and pickleball, will lead to the need for facility variation and multi-purpose sports courts. Irvine's standards include specific court sports but do not provide the flexibility to consider other types of courts. Given the demand, the City should keep its tennis court standard and establish a minimum number of these courts in a grouping. However, other court requirements should be combined into a blended standard that allows for a variety of court types. This approach will keep the standard in place, but allow flexibility as new sports emerge and trends change. At the same time, the City should retire the specific standard for handball/racquetball courts, as demand does not warrant a separate court standard.



## B7 Increase and broaden the standard for multi-purpose rectangular fields (e.g., soccer) and maintain the current standard for diamond fields (e.g., baseball/softball).

Emerging trends for non-traditional sports that use rectangular fields (e.g., lacrosse, rugby, ultimate frisbee, etc.) and increasing soccer interest point to a rising demand for rectangular athletic fields. This demand can be met, in part, by exploring the provision of dual or multi-use fields which would allow individual facilities to support a variety of sports. Soccer field standards should be broadened and reclassified as Rectangular Sports Fields and increased to cover other activities. Needs for lighted and unlighted fields should be addressed.



The underlying analysis for the *Parks Master Plan* indicates that the standard for baseball/softball fields is adequate, even though there has been expressed concern that there is a shortage of fields by the baseball/softball community. The Wall Street Journal reports that youth baseball participation in this country has decreased from 8.8 million to 5.3 million (from 5.4 million to 3.2 million for softball) from 2000 to 2013, due in large part to the industrialization and over-organization of youth sports. Efforts should be made

to inform the local sports community on local participation trends and the City's role as service providers to a large population of residents with a wide range of recreational interests. A resurging interest in activities, such as kickball, can be accommodated within the standard for diamond fields, particularly as trends indicate that baseball participation is anticipated to decline in the future. The City should also consider whether the requirement for a percentage of school fields should be reduced, and, if so, to what extent.

## **B8 Explore opportunities to provide different types of outdoor facilities.**

While standards are not necessary for all types of outdoor facilities, community outreach showed there is a desire for a greater variety of outdoor recreation opportunities, such as track and field events, disc golf, archery, bike tracks and more. Chapter 3 describes some of the types of facility innovations that could support added recreation experiences.



## **B9 Modify and enhance playground guidelines.**

Standards for playgrounds focus on the provision of playground equipment. Throughout the public engagement process, people expressed a desire for a variety of play opportunities such as interactive play spaces and nature play areas. The City should consider retaining numerical standards for play areas, but guidelines for play areas should be updated to encourage diverse play opportunities. All neighborhood and community parks should be required to provide some type of play environment. Play area guidelines for community parks should require some specialized play opportunity, whether it is a thematic play area, destination playground, universal playground, play equipment including swing sets, nature play area, interactive/adventure play area or water play feature.



Children at play in Irvine, CA

### **B10 Monitor needs for nature centers.**

Community interest in additional access to nature, environmental education and nature interpretation can be supported through the provision of both outdoor and indoor facilities. Site opportunities noted in Chapter 3 suggest the development of outdoor classrooms, trails, trailheads and interpretive facilities. Additionally, the Turtle Rock Nature Center is in need of renovation and expansion. A new nature center may be warranted if the demand for indoor nature-based programs continues to rise. The standard for nature centers should be updated if this interest continues.



### **B11 Broaden the standard for art facilities.**

Community outreach demonstrated a desire for facility space to support fine, performing and cultural arts. In the past, the City's arts facility has been focused specifically on fine arts. The City has yet to explore options to add a performing arts venue. Needs for this type of facility (or a stage at a facility that could support lectures and/or a community theater program) should be determined through a market analysis that takes into account theaters and performance halls (i.e., Barclay, potential OCGP facilities, etc.) operated by other providers.



### **B12 Coordinate with homeowners' associations when parks are renovated or facilities are replaced.**

The City relies on private parks to meet neighborhood park needs for many residents. However, the type and extent of recreation opportunities provided at these sites varies greatly. Private parks should be considered as resources during the design review process in order to ensure that renovations to public parks and facilities are not duplicative and help meet the collective recreation needs and social benefits of the communities they serve.



## RECREATION PROGRAMMING AND EVENTS

### Objective C: Activate parks and address evolving community recreation needs through the provision of programs and events.

Irvine's recreation programs transcend traditional parks programming and lead the field in areas such as early childhood education programs, arts programs, aquatics, sports and special events. Programs range from introductory recreational activities to national caliber competitive programs. Engagement findings suggest that residents appreciate these programs and desire activities that are new, exciting, self-directed and varied to serve different interests. Casual, drop-in recreation opportunities that respond to residents with busy lifestyles are needed, as well as more traditional classes, camps and organized programs.

The City has a track record of ensuring that programs continually evolve to respond to Irvine's changing needs. As such, future projects should be responsive to program demands. This *Master Plan* provides guidance on program service provision, identifying program areas that can be expanded to support changing trends and new facilities, along with the tools needed to inform decisions on the types of programs and services that meet community expectations. A statistically-representative Parks and Recreation Telephone Survey found that providing additional programs and activities is the most desired change in Irvine parks, based on the percentage of respondents.

### Recommendations

#### C1 Continue to incorporate emerging trends and community priorities into program service areas.

Community feedback suggests a focus on two program areas that should be further defined: nature programs and health and fitness programs. The nature programs service area may include nature interpretation, environmental education, science, technology, engineering and math (STEM) programs, and outdoor recreation such as gardening, birding, urban camping and fishing.



#### C2 Expand nature programming and environmental education and distribute opportunities throughout the City.

A growing body of research confirms that spending time in nature benefits children, offering them almost unlimited opportunities to explore and investigate, helping them build STEM skills that create a solid



foundation for future learning. Increasing access to open space would provide new opportunities for outdoor programming and education, particularly for children and youth.

Equitable geographic distribution of these programs will help provide access to all Irvine residents. Open space preserves are more appropriate than parks for many of these programs due to the types of uses they support, the range of native environments they provide and the distinct character of these sites. Utilizing sites that are adjacent to open space preserves, such as Portola Springs and Gateway Parks, will provide opportunities for cost savings and shared resources.

### **C3 Create a recreation strategic plan or recreation operations plan to address program expansion areas associated with new facility development.**

This *Master Plan* contains recommendations for the development of several new major indoor facilities and specialized outdoor facilities to support indoor recreation, fine arts, cultural and performing arts, interpretive nature programs, indoor and outdoor athletics and indoor and outdoor recreation. These facilities should be activated through programming, events and services, which will, in turn, result in a significant increase in staffing and services.



While some facility development will be funded through developer park improvement credits, the City will need to identify additional funds to support programming operations. Prior to facility development, financial feasibility studies for major new facilities will help identify specific staffing and programming needs, as well as revenue-generation opportunities to offset some expenditures. In addition to this, during the next few years, the City will review system-wide strategic programming service areas, costs and operational needs as new parks and facilities are added and if open space facilities are added to make natural areas more accessible.

### **C4 Revise City program areas for planning purposes.**

The City categorizes its program areas into eight categories. Some categories reflect the type of services (athletics, aquatics, fine arts, special events) and/or the groups that are served (senior services, disabilities services, youth outreach). All other programs are combined into one category (community park programs), which includes: child services, contract classes and recreation programs. For planning purposes, identifying all major program areas of emphasis separately will help the City to address community programming needs more efficiently and effectively.





## **C5 Expand indoor/outdoor programs as new facilities emerge and to activate existing parks and facilities.**

When new facilities emerge or when facilities are upgraded, the City has the opportunity to develop additional programs with both indoor and outdoor elements. Examples include youth summer camps that involve outdoor and indoor sports; environmental education programs that involve outdoor nature excursions and indoor classroom time; and healthy cooking/eating programs that involve outdoor gardening and indoor cooking classes.



Expanding combined indoor and outdoor programs will require an expansion of staff and resources in many program areas. The City should consider balancing cost recovery with community demand in determining what programs to provide. As new and more specialized outdoor facilities are developed, there will be opportunities to add other programs that address emerging trends and growing needs. Pilot programs (e.g., nature play areas and bike pump tracks) are a good way to introduce new uses and users to a facility.

## **C6 Balance programming with drop-in opportunities for play while ensuring minimal impact to organized sports.**

Community feedback supports a need to reserve time for drop-in facility use and unstructured play. Un-programmed, flexible use facilities will help address this need. Policies should be reviewed to consider these opportunities.



To minimize the impact to organized sports while balancing drop-in opportunities, the City should continue coordinating with non-profit sports leagues and interest groups. It has successfully facilitated youth sports by working with sports leagues, such as Little League and American Youth Soccer Organization (AYSO). The facilitated youth sports model could apply to other types of non-profit interest groups that provide programs at other recreation facilities for an appropriate fee. This model is different from contract programming, where the non-profit group is responsible for advertising and recruiting participants.

## **C7 Periodically revisit facility allocation, reservation and fee policies and procedures.**

In August 2011 and December 2014, the Community Services Commission adopted the Allocation Procedure for Sports Facilities and the Public Facilities Reservation and Fees Policies, respectively. These allocation procedures ensure allocation priorities are set to fairly support recreation-based programs and competitive club and travel sports programs. They also place a priority on programs that serve residents. The fee policies address general rates and requirements for use, permitting and commercial use.

As new sports emerge, demand for adult and senior sports increase, and new athletic facilities are brought online, the policies and procedures should be reviewed to allow for emerging new uses and to determine where City programs will have priority over leagues and programs provided by others. Particularly as more and new types of facilities are developed, fees and policies should be revisited to ensure successful operations.

## **ACCESS, CONNECTIVITY AND EQUITY**

### **Objective D: Ensure that the City's park, recreation and open space system is accessible to Irvine residents, including users of different abilities and demographic characteristics.**

Convenient and safe access to parks, outdoor recreation and open space areas is a priority in Irvine. This includes a consideration for the ways that people travel to parks, the distance they travel and the ability to park safely when they arrive. Overall, community and neighborhood parks are evenly distributed and most areas are well served. Population growth will strain park facilities and parking demand (particularly in the IBC area), requiring ongoing planning to ensure equitable access. The development of multi-purpose trails, which was mentioned frequently by public engagement participants, can help link recreation facilities and open spaces to other community destinations while easing traffic and parking problems and providing a more walkable, connected community.

As the parks and recreation system evolves, it must continue to meet the needs of the City's diverse population with accessible, nearby and culturally-relevant recreation opportunities. The City's aging population suggests that accessibility considerations can be taken further to ensure that the entire system is inclusive of varying ages and abilities.





All playgrounds in Irvine, were evaluated to ensure Americans with Disabilities Act (ADA) access. Preserving access to recreation facilities for all residents is an important component of this *Master Plan*.

## Recommendations

### D1 Consider non-traditional recreation opportunities to satisfy the park needs of higher density developments.

Population distribution affects service level requirements, such as the number of park acres provided per 1,000 population. City calculations factor in neighborhood density to formulate park dedication requirements. However, exceptions are made for park standards when applied to the IBC and affordable housing developments. For example, IBC parks are anticipated to be smaller based on land availability and cost. Developers of affordable housing are allowed to reduce the dedication standard to 3.5 acres per 1,000 population. With less park land available in these areas, the City should evaluate non-traditional park design options, such as indoor recreation facilities, urban plazas, urban trails, etc. to maximize use of available space.



### D2 Identify City roles in providing programs and establish program performance criteria.

There are many recreation providers in Irvine (i.e., private, non-profit, etc.), and the City is not meeting all community recreation needs alone. For each service area, the City should consider and identify primary and secondary roles in meeting needs, including key groups to serve and skill or instruction levels to support. For example, previously in

athletics, the stated focus was on youth programs. According to community interests in fitness, adults and seniors should be noted as a secondary service market for athletic programs. As senior services expand, the City's role in providing these programs should be revisited as well.



To establish program performance criteria, the City should have systems in place to identify changing public interests in programs and events and to track program participation, facility use and revenues by service area. Recreation software should be evaluated for its ability to coordinate scheduling, registration and data tracking by service area.



### **D3 Consider the geographic distribution of major facilities.**

Major recreation facilities, such as aquatic centers, community centers and gymnasias, should be planned and sited based on service area, community demand and equitable access across the City. The locations of private and school facilities should be taken into consideration where these play a role in meeting local needs. Where smaller facilities are added to parks, these also should be dispersed geographically from existing facilities to decrease the travel distance to these recreation opportunities.



### **D4 Update park policies and standards to include travel distance guidelines for park locations.**

The City's parkland requirements are based on acres per population, which accounts for population distribution but not the distance people must travel to reach parks. Modifying park standards to encourage travel distances of ½ mile for neighborhood parks and three miles for community parks will help ensure equitable access and encourage walking and biking to parks. The addition and enhancement of signage for the trail system to assist with way finding for pedestrians is also encouraged.



### **D5 Improve building circulation and ADA access.**

Several older facilities were built before current ADA standards were established. Renovations and new buildings afford the opportunity to address new ADA requirements, and exceed them where possible. For example, wider hallways can accommodate peak traffic; sports fields



can be designed for greater accessibility and seating; swimming facilities may be equipped with proper lifts; and children's play areas and trails may be made accessible to people with mixed abilities.

#### **D6    Comprehensively evaluate park signage.**

Park and trail signage could be enhanced to improve legibility and to ensure consistent branding across City park facilities. In some circumstances, unique signage might enhance a specific park theme or function. Such considerations should be addressed on a comprehensive basis in order to provide consistency across the park system.



## **PARK CHARACTER**

**Objective E: Create dynamic parks as special and unique places, adding or incorporating art and historic resources, innovative features, diverse landscaping, nature, varied color palettes, and welcoming amenities.**

The development of thriving parks requires more than just the provision of land and facilities. The creation of unique and special places inspires special recreation experiences. Residents appreciate City parks and specialized facilities, reflecting the quality of a master planned community. City parks are well-maintained and attractive. At the same time, many parks at first glance look similar: manicured lawns; familiar play structures; well-manicured social spaces; and a comfortable look and feel. This *Master Plan* creates an opportunity for Irvine to reimagine its parks as distinctive places that capture the local history, surrounding natural environment, artistic sensibility and unique character of adjoining neighborhoods. As parks are refurbished or refreshed, a renewed focus on design and development can reinforce a unique sense of place in each park.

The creation of dynamic, special spaces can further enhance Irvine's reputation as a leader in community livability. Whether small changes are needed to enhance site comfort and encourage longer stays, or whether larger changes are needed to create social hubs for activities, re-developing with a theme in mind can help guide renovation decisions over time. Eventually all parks can connect people to the places where they live, work and recreate, by integrating site history, local art and natural resources.



Findings from the Visual Preferences Survey at the June Community Workshop suggest that many residents like or would consider parks of different characters, such as urban hardscapes (left) and nature-oriented designs (right) to support a variety of opportunities for socializing, recreation and play.

## Recommendations

### E1 Identify community context and reinforce a sense of place.

Using a design theme to guide design choices will reinforce a sense of place when redesigning or updating parks, especially in the case of community parks. Design themes that tell a unique story can be developed by connecting to the site history or taking inspiration from the surrounding community and environmental setting. A design theme will help determine material choices to enliven play and picnic areas and to inspire site-specific art or historical interpretive displays.



### E2 Work with community and local artists to design/implement artistic and cultural features.

Irvine's strength in art may be demonstrated through the integration of art in parks and park facilities. Examples of site-specific art include: fountains; unique lampposts; decorative sidewalk paving; artistic planters; interpretive and educational features; murals; monuments; and, features along trails. However, it is important to keep in mind that replacement and maintenance constraints must be a primary consideration with the development of unique features. Additionally, security codes would impose some restrictions on design. When designing any non-standard features, artists should work with City maintenance, recreation and public safety staff to determine where maintenance efficiencies can be incorporated and where art can be interactive to support the park theme or play environment, while still maintaining a safe environment.





### E3 Develop activity hubs in neighborhood and community parks.

Creating activity hubs and spots to support small-scale, sporting and non-sporting active or playful recreation features will foster individual or small group activities in Irvine’s parks. Activity hubs and spots may include elements such as skate spots, uneven shooting hoops, outdoor ping pong tables, giant chess boards, bocce ball, volleyball, shuffleboard and horseshoes (similar to those amenities provided at local private parks like Beacon Park and Pavilion Park). It is important to note that consideration of such elements should include consultation with the City’s Landscape and Maintenance Division of the Public Works Department as well as with the Community Services Department.



### E4 Vary seating arrangements.

Consider seating arrangements in neighborhood and community parks for mid-size group seating (five to 15 people). The City may also consider providing flexible seating and seating for children along with other amenities such as play areas, plazas and trail heads. Providing seating with Wi-Fi is another opportunity in popular social areas.



### E5 Integrate park theme or character into buildings.

As noted in Table D-2 (Site-Specific Major Facility Recommendations), many of the major facility buildings are older and will need updates in the near future. Additionally, several new community centers are planned to be built over the next few years. The combination of these plans presents an opportunity to integrate the park’s theme or character into the building design. This recommendation applies to community centers, senior centers, fine arts centers and nature centers. The renovations at the Northwood Community Center provide an example of a successful integration of park character, built to resemble an old packing house that formerly occupied the location, which emphasizes Irvine’s agricultural past. Portola Park also serves as a good example of the incorporation of thematic features.



### E6 Add natural features and highlight nature.

Providing viewing areas where birds and butterflies frequent, adding plantings to

encourage more birds and butterflies and prioritizing channelized creeks for natural bank restoration are a few ways to integrate the surrounding natural environment into the park experience. Highlighting nature in neighborhood and community parks can include creating butterfly, hummingbird and native plant gardens with interpretive and educational elements. The City should encourage the development of outdoor classrooms and living laboratories at elementary schools located adjacent to parks. These outdoor classrooms and living laboratories may incorporate boulder groupings, small bridges and other niches where insect and plant discovery may occur. Once again, consultation with the Community Services Department and the Landscape Maintenance Division of the Public Works Department will be necessary, prior to implementation of these types of features.



### **E7 Incorporate walking trails.**

Perimeter walking trails with viewpoints, boulders, plantings and interpretive features are examples of small changes that would enhance site comfort and encourage longer stays in parks and recreation areas. Walking trails also help to incorporate site amenities with local history, art and natural resources to create a cohesive park identity.



### **E8 Diversify play experiences across the City by providing unconventional features and amenities, including nature-based play environments.**

To create dynamic parks and park facilities, the City should continue to provide traditional play experiences while adding new and varied play areas. Creating play experiences that are tailored to the specific landscape and scale of the park will help diversify play experiences across the City. For example, providing opportunities for play and recreation for older children and teens such as bocce, archery, challenge courses, zip lines, rope courses, net climbers, climbing boulders, skateboard parks and pump tracks can create such diversity. The City should consider testing new materials and construction methods for play environments that facilitate open-ended exploration and free-form play. The range of manufactured play equipment has expanded over the years, as new technologies and innovative designs now offer a large variety of play value and material options. As such, manufactured play equipment may be included in the play experience, but it should be combined with natural play elements to create a rich, unique and contextually hybridized play space.



Nature-based play environments include designated outdoor spaces that are made from natural components such as logs, sand, water, mud, boulders, hills, plants and trees. These materials encourage a more unstructured, open-ended, imaginative kind of play and represent the larger, wild environment in a way that feels safe and manageable to young visitors and their parents. Nature-based or nature-focused experiences with interpretive features, viewing areas and interactive nature elements can create or reinforce a unique sense of place in a park as a destination. These opportunities could be explored at parks that remain in the planning phases.

### **E9 Incorporate shade in all parks.**

Shade is critical to health and wellness, as well as user comfort. Increased shade within and throughout parks was a prevalent request. Strategically adding shade trees, sails and shade structures (especially over play areas and seating areas), will ensure shade is incorporated in all parks.



### **E10 Provide quality support amenities.**

Public engagement findings demonstrate that improvements to and maintenance of park amenities encourages park usage, and enhances user experience. Examples of such amenities include: lighting, restrooms, drinking fountains and signage. See Table D-1, Park Site Improvement Opportunities, for more examples.



### **E11 Address site entry, access, parking management.**

Enhancing site entry points includes providing better wayfinding cues such as signage, clear pathways and lighting. Trailhead locations could be better identified on City maps in order to enhance access. The City should address parking needs, but consider other options such as joint use agreements to use nearby lots as well as better drop-off or pickup spaces in front of major facilities that provide programming.



## **OPEN SPACE RECREATION USES**

### **Objective F: Balance access to open space for outdoor recreation with conservation needs.**



Irvine's open spaces were originally preserved for ecological reasons. As recreation trends have shifted, people across California have increasingly engaged in hiking, mountain biking, bird watching and other recreation activities that take place in open space settings. These activities are among the fastest growing in California and have increasingly put pressure on an open space network that was largely established for preservation and conservation purposes.

Participants in the community engagement process repeatedly expressed a desire for greater access to open space and connections to the outdoors, such as numerous requests for increased access to single-track mountain bike trails. In particular, nature trails, access to open spaces and nature education emerged as prominent topics across nearly all the engagement activities. The City is already responding to some of these needs through nature center programs and docent-led hikes and mountain bike tours in open space areas.

Although the City continues to be responsive to this feedback, it is important to provide some historical context of the City's open space system. In 1976, the City identified the need to establish and implement a measure to acquire and/or preserve natural open space land as an important component to the successful implementation of the City's General Plan with the inclusion of a Conservation and Open Space Element.

A landmark ballot initiative overwhelmingly passed in 1988 that guaranteed important habitat areas would be consolidated and preserved through a phased land dedication program with the Irvine Company. To implement this initiative the City and Irvine Company signed a Memorandum of Understanding (MOU) designed to protect and maintain the City's natural resources. The MOU identified specific areas of land to be preserved and dedicated to the City and stated the allowable land uses (preservation, passive recreation and other activities compatible with the protection of the habitat). The City became a signatory to a Natural Communities Conservation Plan (NCCP) and Implementation Agreement in 1996 along with twenty other participants including state, regional, local agencies and jurisdictions, affected landowners, utility companies and the University of California, Irvine.

The Nature Reserve of Orange County (NROC) was created as a non-profit entity to manage the NCCP Management Plan. This Plan describes future access plans, permitted uses, planned trails and trailheads and visitor facilities located with the habitat Reserve System. It was approved in 2007 by the City of Irvine's City Council, Community Services Commission, the City's Disability Advisory Board, the California Department of Fish and Game, the U.S. Fish and Wildlife Service and the NROC Board of Directors.

As such, any increased access to open space areas for recreation, education and increased connections to nature may require modifications to the plans described above. Policies around open space access that support recreation in appropriate places while minimizing activity in areas where recreation access should be limited or restricted to protect natural resources is acceptable; however, the primary purpose of the City's Open Space Preserve is the conservation of natural resources.



Comments from the Self-Directed Users/Trails Focus Group emphasized the need to balance conservation with increased access to open space while protecting nature, diversifying recreation and educational opportunities and supporting community health.

## Recommendations

### F1 Classify areas according to levels of access to encourage use of accessible areas and discourage use of restricted areas.

Categorizing Irvine's open space preserves into a tiered classification system would help the City encourage the use of accessible areas and discourage use of restricted areas. For example: Level 1 could include access for self-directed use of amenities and facilities, such as hiking, mountain biking and wildlife viewing. Level 2 could include limited access for programmed uses or docent-led hikes, and Level 3 could restrict public access to focus on resource protection. Careful consideration to adaptability should be paramount to any formally established classification system.



Public education, including signage, brochures and visual demarcation of restricted access areas should be used extensively to either restrict or promote access to open space areas, depending on the classification system. Recreation and school-based programs can be used to explain the environmental factors associated with resource protection and the damage associated with prohibited use. In areas where policies are shifting, the City should notify nearby neighbors and inform the general public through *Inside Irvine*, press releases and other means.

## **F2 Update open space preserve management plans and policies (as feasible) incorporating public feedback to determine the best balance between accessibility and environmental protection.**

The majority of Irvine's open space is protected by a NCCP, with uses guided by a Recreation and Resource Management Plan (RRMP). At present, the Irvine Ranch Conservancy leads hikes and bike rides in select open space areas. However, several open space areas have "social trails" or footpaths and bike treads where people cross spaces where trails and access are not supported. Pressure to provide access to Irvine's open space preserves is likely to increase as many of Irvine's planned future residential growth areas are at the edge of the City and within walking or biking distance of open space preserves. Any increase in public access will require review by applicable City, State and Federal agencies. Changes in these policies warrant further discussion and would require considerable time and resources to achieve.



Identifying areas that are suitable for access, as well as those where restricted access is appropriate will continue to balance the goals of City conservation plans. These decisions can be facilitated using natural resource inventories, the recreation needs assessment, development plans and conservation and resource management plans. Engagement with community members, especially nearby neighbors and special interest groups, will be important early in the policy discussion. It is important to note that any new goals or policies that are developed and enacted for Irvine's open space preserves, would require revision to the Recreation and Resource Management Plans (2009) which would be subject to multi-agency review and approval.

## **F3 Develop facilities and trails that support nature programming, environmental education and other uses.**

The success of nature and educational programming will depend, in part, on the provision of appropriate facilities. Outdoor classrooms, group camp sites, bus

turnarounds, restrooms and trails can promote or enhance outdoor learning experiences. Other key facilities include small group picnic shelters, gathering spaces and parking. The City should consider providing these types of facilities in community parks, special use sites (such as vistas and trailheads) and open space areas, where appropriate.



#### **F4 Develop trails that connect to sites in Irvine and other jurisdictions.**

Community engagement findings strongly support the development of additional trails throughout the City. The City should continue to develop a system of off-street, multi-purpose trails to provide connections between parks, open space areas, neighborhoods, retail and business areas and other community destinations in Irvine. Connections to other jurisdictions, such as trails connecting to regional open spaces, can serve similar purposes and even provide access to local beaches and to the Upper Newport Bay Preserve.



#### **F5 Develop a variety of trails to avoid user conflicts.**

Complementary provision of single-use trails will enable the City to create space for specialized activities that could create conflicts or unsafe situations in shared spaces. Examples of potential single-use trails include those designed for pedestrians only, mountain biking or equestrian activities.



#### **F6 Develop support features to enhance the trail experience.**

Depending on the types of trails provided, the City should consider appropriate support amenities to facilitate use, promote trail safety, provide educational opportunities and increase the enjoyment of the trail experience. Vistas, viewing blinds and benches provide spaces for resting and enjoying the natural scenery. Interpretive signage can describe the biological, geographic and historical aspects of a site. Trailheads provide key amenities such as parking as well as signage describing the trails, their connections and any access restrictions. En route trail signage and mileage markers assist with wayfinding and even encourage active recreation.



## OPERATIONS, MAINTENANCE AND REHABILITATION

### **Objective G: Ensure that Irvine's parks and recreation system is operated, maintained and renovated in a manner that is cost-effective, while balancing user safety, satisfaction and funding availability.**

Irvine sets a high standard for parks and recreation services, reflected in the well-maintained and expansive parks system. Outreach findings indicated an overall appreciation and pride in the quality of amenities and services provided by the City. Many respondents expressed the importance of maintaining this high quality over time as the parks system grows and parks age.

The City Council allocates significant resources for park maintenance and asset replacement, but acknowledges these funds are limited. Additional resources, including maintenance funds and long-term funding allocations, are needed to rehabilitate, refresh, replace and modernize infrastructure and address the needs of new parks and facilities as these are developed. The diversification of parks, development of high-impact, high-use parks in the IBC, and increased access to open space will also increase maintenance needs. A sustainable funding source must be identified to maintain assets at this high level and retain Irvine's position as a leader in the parks field. It will be increasingly important to innovate, reevaluate and resolve emerging issues, while capitalizing on maintenance and operational efficiencies, to sustain the system for the long term.

## Recommendations

### **G1 Conduct financial feasibility and market studies and facility master plans when developing major new facilities.**

Community feedback suggests that more specialized facilities are needed to support a desired level of recreation services. These include: larger community centers that incorporate active use and/or gymnasium space, nature centers, senior centers and arts centers. The City will need to consider the financial feasibility and market capacity of major facilities before bringing them online, evaluating opportunities for revenue generation to ensure these facilities are affordable.





These studies, including facility master plans, will help identify the appropriate size, scale and mix of indoor options. They will also identify costs associated with the construction and ongoing maintenance associated with the development of large indoor recreation facilities.



As noted in the *Park and Recreation Needs Assessment*, the City is only achieving 30 percent of its square footage standard for community centers, and it continues to build facilities that are smaller than trends suggest.<sup>1</sup> The building size in Irvine limits programming potential, especially for large group gatherings and active recreation.

Given the demand noted for senior programs, indoor gym space and programming to support health, wellness and fitness, additional square footage in targeted new facilities should incorporate more space to support active uses. (See Table D-2 in Appendix D for these opportunities for major facility enhancements.)

## **G2 Increase landscape diversity and sustainability to preserve ecological functions.**

Increasing landscape diversity will provide ecological benefits and visual interest. In concert with the Landscape and Maintenance Division of the Public Works Department, updating Irvine's plant palette and utilizing native plants, wherever possible, will help the City encourage horticultural diversity in its parks and public places. The City should develop a Parks Tree Palette for adding/replacing trees and planning for canopy succession. The tree palette should include a wide variety of tree species including natives. The updated plant palette should also include a variety of carefully selected shrub, grass, succulent and groundcover species that have unique textures and colors best suited for Irvine's climate, soil and wildlife. The City should capitalize on water conservation opportunities by converting large turf areas to low-water planting beds, or by using lawn alternatives, such as California meadow sedge (*Carex pansa*), to minimize water intensive turf. Re-evaluating irrigation and watering regimes will also reduce outdoor water consumption.



Identifying and protecting habitat corridors in parks, trail corridors and open space locations and strategically connecting riparian areas, wetlands and other urban green spaces decreases disruption of natural systems, helps preserve vital ecological functions and also leads to increased biodiversity.

<sup>1</sup>Many communities are building recreation and community centers at a minimum of 40,000-50,000 square feet, with larger facilities preferred. Irvine's community centers range from approximately 3,000 to 17,000 square feet in size. For more info, see Table D-2 in Appendix D.

Finally, the City's recycling system should be applied and implemented as a sustainability measure to all parks and park facilities. Recycling receptacles should continue to be utilized and promoted within such facilities.

### **G3 Embrace stormwater management**

Irvine's parks are a tremendous environmental asset with value that requires management for continued community benefit. Green infrastructure for effective stormwater management is a cost-effective approach to improve water quality. It will help the City stretch its infrastructure investments further by providing multiple environmental, economic and community benefits. Embracing stormwater management practices and utilizing green infrastructure elements such as rain gardens, bioswales, permeable pavers and detention ponds will reduce flooding, filter pollutants and replenish groundwater during storm events. The City should install interpretive signage about stormwater management at strategic park sites, which would also provide educational opportunities.



### **G4 Develop a comprehensive replacement schedule for park amenities.**

The City should develop a comprehensive replacement schedule that considers level of use, lifetime expectations and safety, among other factors, in determining when playgrounds, picnic shelters, restrooms and athletic fields and courts should be renovated, refreshed or resurfaced. This type of schedule will help the City continue to provide park amenities that are consistent with community needs and expectations.



### **G5 Develop a renovation plan for ball fields.**

Many ball fields could benefit from updated fencing and from backstop conversions to black/green vinyl. Additionally, several fields were designed according to outdated standards, and could be retrofitted to maximize playability. A comprehensive renovation plan for ball fields could assess specific needs for seating and fencing/backstop replacement.





## PARTNERSHIPS

### **Objective H: Develop and maintain relationships with targeted public and private organizations and entities to support City objectives.**

Irvine has always embraced the partnership concept, a critical reason for the successful park system found in the City today. The City provides more for the community by sharing facilities and spaces. For example, a partnership with IUSD provided a mechanism for construction, programming and maintenance of competitive swimming pools at the William Woollett Jr. Aquatics Center (adjacent to Irvine High School) and at the Northwood Aquatics Center (at Northwood High School). Partnerships also allow the City to combine financial, staff and time-based resources to meet resident needs. City staff has leveraged recreation expertise with various partners, such as physical education and recess programs for the IUSD and Tustin Unified School District (TUSD). In focus groups and interviews, participants suggested that partnerships would help provide access to emerging recreation activities.

This *Master Plan* recognizes and supports Irvine's collaborative approach to services, and encourages retaining existing partnerships as well as developing new ones. Additional opportunities exist with schools and school districts, Orange County Parks, nonprofit agencies (such as the Irvine Ranch Conservancy), homeowner associations, colleges and universities, neighboring community facilities and private facilities. These groups develop, manage and maintain a variety of programs and sites through independent, collaborative and joint-use initiatives. As a result, Irvine residents can and will continue to enjoy greatly expanded and enhanced parks and recreation experiences.

## Recommendations

### **H1 Revisit coordination with schools in addressing facility needs and programming.**

The City relies on IUSD facilities to meet its facility standards for athletic fields and courts based on an expectation that schools will provide most of the unlighted, drop-in sports facilities within the community. As a result of changes in IUSD facilities that occurred



between 1988 and 2005, the City increased its responsibility for athletic fields, particularly lighted facilities. While the City has joint use agreements in place with IUSD, TUSD and Concordia University for shared use, and such groups strive to provide school facilities consistent with Irvine Parks, *Master Plan* outreach participants stated that school athletic facilities are not developed or maintained at the same level of quality as City facilities for a variety of reasons. The City does not keep an inventory of school recreation facilities. Similar to creating an inventory of private park amenities, the City should conduct an inventory of local school recreation facilities, and make specific note of facilities located adjacent and/or near Irvine parks to better determine which resources are available to the community.



In light of the *Master Plan* findings, the City should reengage active discussions and revisit joint use agreements with school districts and university partners. Doing so will enable the City to address existing and future needs. Decisions that are based on these discussions should be factored into updating City facility standards. The Irvine Child Care Project, Recess and Physical Education Programs, afterschool recreation programs and volunteer service programs in schools have effectively applied the expertise of City recreation staff. As the City expands its educational programming, staff should discuss with the school districts and private schools the opportunities to enhance nature-based education and STEM programs for Irvine students. Developing a method for monitoring use of IUSD facilities by the public will help the City make future design decisions about what is needed at nearby parks.

## **H2 Identify other public and private partnerships that could support indoor facility needs.**

The City should evaluate opportunities to partner with other public and private entities for public use of indoor programming space and gymnasias. For example, it may be possible to partner with private indoor gym or sporting facilities to make amenities accessible to the public during certain days or time periods. In return, the City could help fund maintenance and/or upgrades/enhancements to the private facilities. The City should also consider updating standards to reflect the roles that schools and other facilities play in meeting indoor recreation needs.



## **H3 Continue to rely on private parks to meet neighborhood needs for leisure swimming.**

Irvine's extensive private pools meet most of the public need for leisure swimming. While some areas are under served by private pools, the City's role in meeting private facility needs is limited. Instead, the City may consider providing more programming time for drop-in swimming at pools. Irvine has achieved national recognition for hosting competitive swim meets, supported in large part by an active and organized swimming community. Development of a new competitive pool could provide the City with an added source of revenue, while also augmenting recreational swimming and water play opportunities.



#### **H4 Coordinate with developers to increase park diversity and the unique character of parks.**

While new and planned parks, such as the OCGP, have developed a unique character with diverse amenities, parks in Irvine tend to provide a similar mix of recreation options. The City should consider developing a design review checklist intended to help the City and developers make design decisions about current and future needs for parks in Irvine. In conjunction with the facility service level guidelines, the City could incorporate the checklist as a tool in the design and approval process.



## **SYSTEMWIDE GUIDANCE**

The eight objectives and recommendations noted in this chapter provide overarching guidance and a framework for investments in the park and recreation system. Eventually, these objectives and recommendations can be integrated with the goals, objectives and policies of the City's General Plan to guide future system enhancements and development.



## CHAPTER 3

### Site Opportunities

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### 3. SITE OPPORTUNITIES

The City of Irvine provides a robust, nationally-recognized park and recreation system. Its recreation facilities, programs and partnerships model excellent customer service to meet high community expectations. The majority of the City's public parks and facilities are in good to excellent condition, as identified by a 2014 *City of Irvine Facility Condition Assessment Executive Summary*. While some facilities are aging, there is little evidence of deferred maintenance. Irvine's public parks are not only clean, green and safe, but they are welcoming community hubs activated by engaging recreation programs and events. While there are some notable exceptions, generally speaking, "improving" parks within this park system is essentially a process of fine tuning sites and transitioning parks to meet future expectations and desires for new recreation opportunities.

Based on a park condition and capacity analysis conducted in summer 2015, this chapter identifies site opportunities and placemaking options to **build, enhance and rehabilitate** parks and major facilities as the City develops and renovates parks in the future. This chapter:

- Defines the types of capital projects possible to "improve" City parks and major facilities;
- Maps opportunities to build, enhance and rehabilitate parks and major facilities across the City;
- Highlights sample design changes that should be made at nine parks and other key sites to better meet community needs; and
- Provides guidance for incorporating innovative facilities into City parks.

The City may respond to evolving recreation trends and community needs by taking advantage of these "site opportunities." While some projects may be completed quickly, others may take several decades to implement. Many of the "improvements" are anticipated to take place when parks are renovated or refreshed based on the age, condition and wear of the onsite facilities and amenities. With time, these types of options can further elevate Irvine's reputation for providing exceptional public parks.

#### Site Opportunities

The following opportunities are identified for each park site where applicable:

- **Build:** Acquire park land, add new parks and facilities, or demolish and fully *reconstruct buildings to modernize or expand them to support new uses*.
- **Enhance:** *Improve, update and refresh parks and facilities to address new trends and better respond to evolving community needs.*
- **Rehabilitate:** *Replace, repair or rehabilitate aging, worn, broken or sub-standard amenities and facilities to sustain existing recreation opportunities and restore to a safe operating condition.*

## PARK AND FACILITY OPPORTUNITIES

The *Master Plan* identifies improvement opportunities for 66 public parks and 25 major facilities. Potential site alternatives are described below for parks, followed by facilities.

### Park Alternatives

Site-specific opportunities to build, enhance and rehabilitate public community parks, neighborhood parks, special use sites and planned parks are noted in Table D-1 in Appendix D. Categories of recommended options are also described below.

#### BUILD

- **Conduct Feasibility Study:** Assess the feasibility of the proposed development, including identifying potential partner involvement and evaluating the City's ability to program, operate and maintain the site.
- **Coordinate with Developer:** Coordinate with the developer regarding site acquisition, design and construction.
- **Acquire Park Land:** Acquire land for new park development, maximizing equitable access to the new park through location and proximity or connections to roads, sidewalks, trails and bikeways.
- **Design Master Plan:** Create an overall design for the site, incorporating facility innovations, new guidelines, best practices and flexible uses into the design in order to respond to community needs.
- **Prepare Construction Documents:** Finalize drawings and specifications for constructing the site's components according to *Master Plan* objectives.
- **Develop Site:** Develop, construct and landscape the entire site.

#### New Park Highlights

- **New Park Construction:** There is an opportunity to build six new parks. Examples include new community parks at Portola Springs, Gateway and Los Olivos.
- **Urban Park Development:** The City has an opportunity to build its first urban neighborhood parks. Designed to serve mixed-use residential areas within the IBC, these parks could meet the needs of residents, employees and visitors while connecting the IBC to other parks and residential areas.



## ENHANCE

- *Develop/Deepen Design Intent:* Identify park design needs to respond to the local community context and reinforce a sense of place. This should include reevaluation of original design components that may have contributed to poor flow, nuisance or criminal activity.
- *Conduct Community Outreach:* Gather community input and incorporate it into the overall design intent.
- *Identify Park Theme, Art and Cultural Features:* Work with community leaders and local artists to identify park themes and design/implement unique features. Consider opportunities to engage the public in these decisions.
- *Add Play Opportunities:* Add greater variation in play experiences, such as challenging features, natural play elements, open-ended exploration and free-form play.
- *Complete Minor Facility Improvements:* Improve existing facilities or add support amenities and facilities such as concessions or restrooms.
- *Renovate/Add Entry and Parking Areas:* Improve and add park entryways to create a welcoming sense of arrival for people traveling via automobile, foot, bicycle, etc. and to orient people towards recreation opportunities at the site.
- *Add Internal Paths and Trails:* Add hard and/or soft-surface pathways for recreational use.
- *Add/Enhance Sports Fields:* Add and/or enhance soccer fields, ball fields, multi-use fields and other similar athletic fields.
- *Add/Enhance Sports Courts:* Add and/or enhance basketball, tennis, volleyball and other non-traditional sport courts.
- *Add Shade Features:* Add and/or enhance shade elements to support user comfort and health. These could be structural (i.e. shelter, canopy or sail) or natural (i.e. mature trees).

### Park Enhancement Highlights

- *Seating Arrangements & Social Spaces:* The enhancement opportunity that *could benefit the most parks* is adding or varying seating to create small social spaces. Seating could be improved at 15 community parks, 18 neighborhood parks and the Central Bark Dog Park, which is a special use site.
- *Park Theme, Art and Cultural Features:* Identifying a park theme and installing art and cultural features in 15 community parks and 12 neighborhood parks may reinforce a sense of place and ensure each site provides a unique visitor experience.
- *Parking Areas and Entrances:* Improving site entrances and renovating parking areas at 13 community parks, 11 neighborhood parks and a special use site may enhance site orientation and reinforce a sense of place.
- *Plant Diversity and Water Conservation:* Increasing plant diversity and improving water conservation in 15 community parks, 32 neighborhood parks and 1 special use site may enhance the responsiveness of these park site to Irvine's climate conditions.

- **Add Picnic Shelters:** Add a picnic shelter for large groups (50 or more), and/or consider a larger pavilion at appropriate community parks (150 people or more).



Left and Right: Variation in play elements at South Park, Hermosa Beach, CA



Left: Shaded elements at Phoenix Civic Space Park, Phoenix, AZ



Picnic Pavilion at Discovery Meadows, McMinnville, OR

- *Enhance/Vary Seating Arrangements and Social Spaces:* Incorporate more mid-size group seating (5-15 people), movable furniture, flexible seating and seating for children.
- *Incorporate Flexible Use Area:* Incorporate areas designed to support multiple activities, both programmed and unprogrammed.
- *Repurpose Existing Use Area:* Replace an existing use with a different type of facility to increase site activity, enhance the design theme and/or accommodate changing recreation trends.
- *Integrate Nature Experience:* Design, incorporate or create diverse and healthy natural habitats that are accessible for play, respite and connectivity to nature. Add and/or increase natural landscaping in parks to facilitate authentic interactions with nature.
- *Incorporate Educational Features:* Identify and include interpretive elements and/or educational features.
- *Upgrade Site Furnishing Amenities:* Add and/or update existing site furnishings based on the lifecycle of such amenities and their contribution to the park's design theme.
- *Incorporate Color Palette:* Identify a color palette that is appropriate for the context and theme of the site. An overall color palette can take inspiration from site landscaping, trees, hardscape and softscape elements, buildings and site furnishings.
- *Add/Improve Lighting:* Add and/or enhance lighting to meet basic illumination needs for safety, security, visibility and comfort. Where feasible in order to meet Irvine Uniform Security Code requirements, lighting improvements should utilize energy-efficient lamps and contribute to dark sky principles that minimize glare and light pollution.
- *Add/Improve Signage:* Add wayfinding signage and/or update park signage where needed.
- *Increase Plant Diversity:* Integrate a variety of shrub, grass, succulent and groundcover species that are drought tolerant and adapted for Irvine's climate conditions.
- *Address Water Conservation:* Integrate a variety of improvements to meet State water conservation requirements. For example, convert underused turf areas to low-water planting beds and/or lawn alternatives, evaluate irrigation systems and/or incorporate low-flow fixtures in all new restrooms.

### Site Improvements

Each park site could potentially be improved by building, enhancing or rehabilitating various elements. The parks that could benefit from the greatest number of improvements include:

- Deerfield (18)
- Northwood (18)
- Turtle Rock (17)
- San Carlo (17)
- Mike Ward – Woodbridge (16)
- Plaza (16)
- Valencia (16)
- Heritage (15)
- University (15)
- Bommer Canyon (13)
- Hicks Canyon (13)
- Colonel Bill Barber Marine Corps Memorial (12)





Flexible social spaces at Grand Park, Los Angeles, CA



Left: Education elements at Stagecoach Park, Denver, CO



Nature play elements at Westmoreland Park, Portland OR

- *Improve Ecological Systems through Stormwater Management:* Utilize green infrastructure elements that improve downstream water quality and encourage environmentally-sensitive design, including bioretention basins and swales, permeable surfaces and soil erosion and sediment control strategies. In some areas, these improvements can be used to replicate natural systems by creating riparian areas, wetlands and urban green spaces.
- *Implement Urban Greening Strategies:* Increase the number of trees in order to expand the existing tree canopy and/or create additional shaded areas for walking, biking and passive recreation. Develop a park tree palette that encourages water-efficient, native and shade-producing species as landscapes are updated or trees are replaced.



Spiral garden with infiltrating stormwater element, Chaparral Park, Scottsdale, AZ

## REHABILITATE

- *Update Maintenance Program:* For all additions and expansions, update the maintenance program to account for new conditions.
- *Replace Infrastructure and Assets:* Repair and/or replace aging and broken amenities.
- *Improve Play Area Accessibility:* Improve play equipment, paths or surfaces according to recommendations in the 2015 *ADA Assessment of Play Areas*.
- *Address Other Outdoor Site Accessibility Issues:* Make improvements to any outdoor areas that are not currently meeting accessibility standards.

### Park Rehabilitation Highlights

- **Accessibility:** Improving play area accessibility was the most common opportunity noted. A total of 43 sites need playground access improvements. Many of these updates could be achieved either as stand-alone projects or in conjunction with larger, more comprehensive renovation efforts. Through economies of scale, there may be opportunities to update specific playground features concurrently across multiple sites.



## Major Facility Opportunities

Major facilities include community centers, senior centers, fine arts centers, nature centers and/or aquatics facilities. These facilities are commonly located at community parks and are major activity hubs that host a wide variety of recreational and educational programs and events. Opportunities for major existing and planned facilities are noted in Table D-2 in Appendix D, and are highlighted in the box below. In terms of further improving Irvine's park system, the following facility options are encouraged when new parks are being developed and/or when existing parks are being renovated.

### BUILD

- **Construct New Building:** Construct a new building to support recreational needs, after first considering the financial feasibility and best potential uses for the space.
- **Renovate and Modernize Building:** Completely demolish an existing structure and/or rebuild a completely new structure and/or demolish a building down to its structural core and/or completely overhaul and modernize it to bring the structure up to current building codes.
- **Renovate and Enlarge Building:** During renovation, build, rebuild and/or add on to facilities to create larger structures than may have initially been planned. Some facilities may need to be enlarged in order to maximize their recreation potential.

### Facility Construction Highlights

- **New Construction:** Seven new facilities are planned, including two at future parks, to meet indoor recreation needs. These include community centers at Portola Springs and Los Olivos Community Parks. Please refer to Table D-2 in Appendix D for a list of these facilities.
- **Expanded or Combined Facilities:** Rather than building smaller, stand-alone facilities specializing in a single use (as has been done at Heritage Park, for example), the City has an opportunity to expand and combine different types of facilities into larger multi-use centers that synergize a variety of activities and programs. For example, Quail Hill will be constructed to support both community recreation and the arts. The Turtle Rock Nature Center and Community Center are other facilities that could potentially be combined in order to support community interest in environmental education and/or nature-based experiences.
- **Major Renovations:** In the coming years, several major facilities may undergo complete renovations, creating opportunities not only to modernize these assets but also to better adapt them to revenue-generating and programming needs. Renovations will also provide opportunities to enhance park character and to better connect the structures with surrounding park uses. Both Senior Centers should be considered for such renovations.
- **Context-Based Facility Planning:** Although current plans for Bill Barber Park include a community center, further evaluation is needed to determine whether this is still the best use for this dynamic and well-loved site. Similarly, plans for a community center at Hicks Canyon should be reconsidered, as the resources necessary to construct this smaller neighborhood-scale facility could potentially be diverted to a nearby site to create a larger community building, consistent with recreation needs and trends.



Northwood Community Center underwent a modernization and expansion in 2013

## ENHANCE

- ***Refresh, Update or Improve Building:*** Remodel and/or improve a building within its existing footprint to increase programming opportunities. Projects at this scale typically involve several rooms, if not entire facilities. As an example, an enhancement project could involve the full update and enlargement of a kitchen with new vents and appliances to support catering for programs and events as well as a concurrent update to nearby meeting rooms to add Wi-Fi, videoconferencing and integrated technology capabilities.

### Facility Enhancement Highlights

- ***Community Center Enhancements:*** Both the Deerfield Community Center and Heritage Community Center were built in the late 1970's and will need to be updated in the future.
- ***Minor Projects:*** Seven facilities were constructed or remodeled in the last *ten* years. These buildings may need minor repairs or wear-and-tear rehabilitation as per City facility inspections.

## REHABILITATE

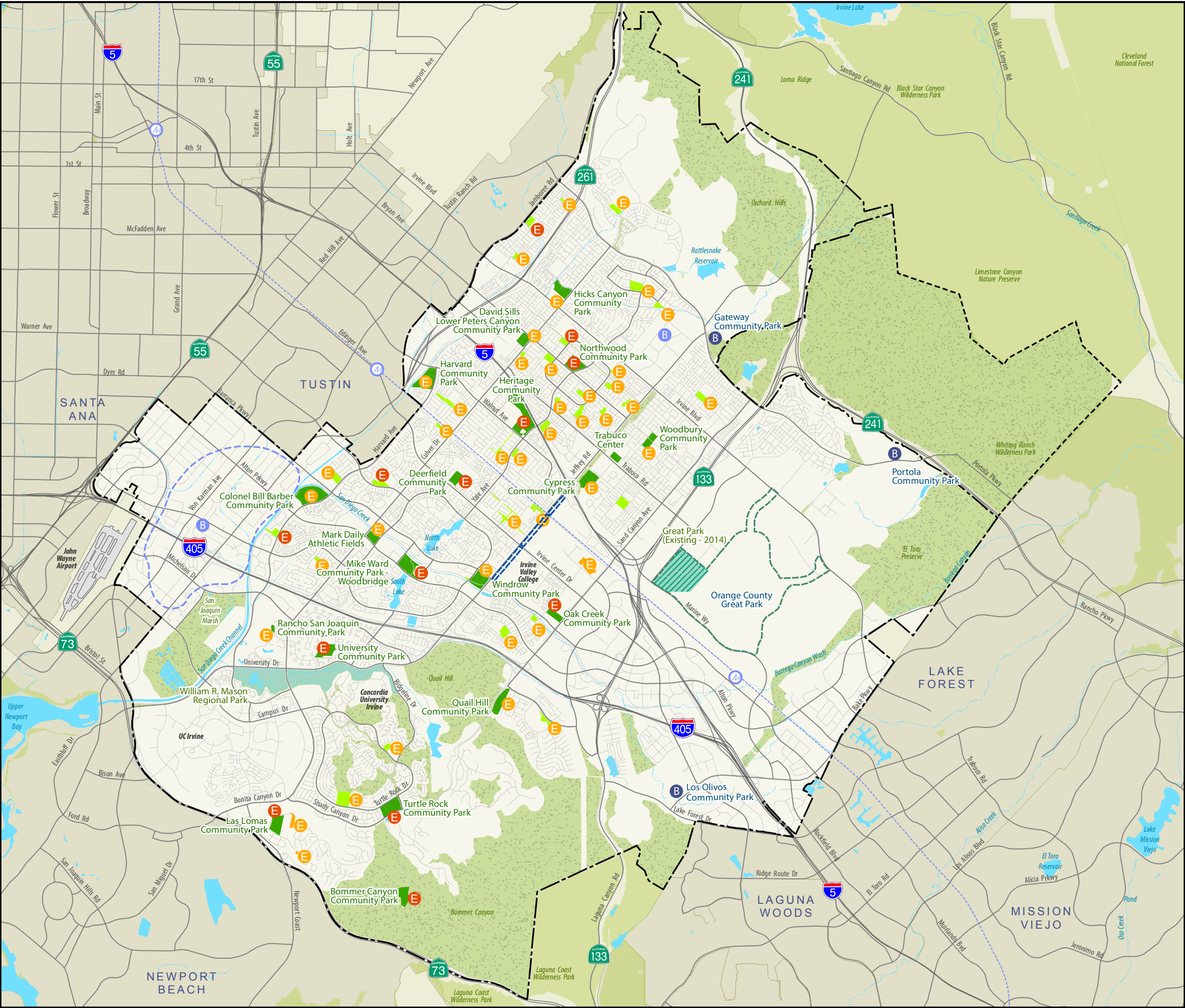
- ***Rehabilitate and/or Replace Building Elements:*** Improve and/or replace worn or old features or individual elements, as needed, based on lifecycle and condition of amenities. For example, the facility may need new paint, a new roof, HVAC system, new furniture or new storage cabinets.



## Distribution of Park and Facility Projects

Opportunities to improve City parks and facilities are distributed across the community. Map 2 identifies the location of all potential opportunities to Build, Enhance and/or Rehabilitate public parks. Given the number of enhancement opportunities, these alternatives are characterized as “major” and “minor” enhancements. Major and minor enhancements are distinguished by cost and by the number of potential projects involved at each site.

Map 3 shows the location of all opportunities to Build, Enhance and/or Rehabilitate major facilities.



# IRVINE PARKS MASTER PLAN



## Map 2: Park Site Improvement Opportunities

**Build**

-  Community Park
-  Neighborhood Park

**Irvine Business Complex**

-  IBC Neighborhood Park(s) Location, To Be Determined

**Enhance**

-  Major Enhancements
-  Minor Enhancements

**Rehabilitate**

See Table D-1: Park Site Improvement Opportunities

**Irvine Parks**

-  Neighborhood Park
-  Community Park
-  Special Use Sites

**Other Planned Parks**

-  Orange County Great Park - Planned
-  Jeffrey Open Space Trail (JOST) - Planned

**Other Parks**

-  Orange County Great Park (Existing - 2016)
-  William R. Mason Regional Park

**Open Space**

-  Irvine Open Space
-  Surrounding Open Space

**Base Map Features**

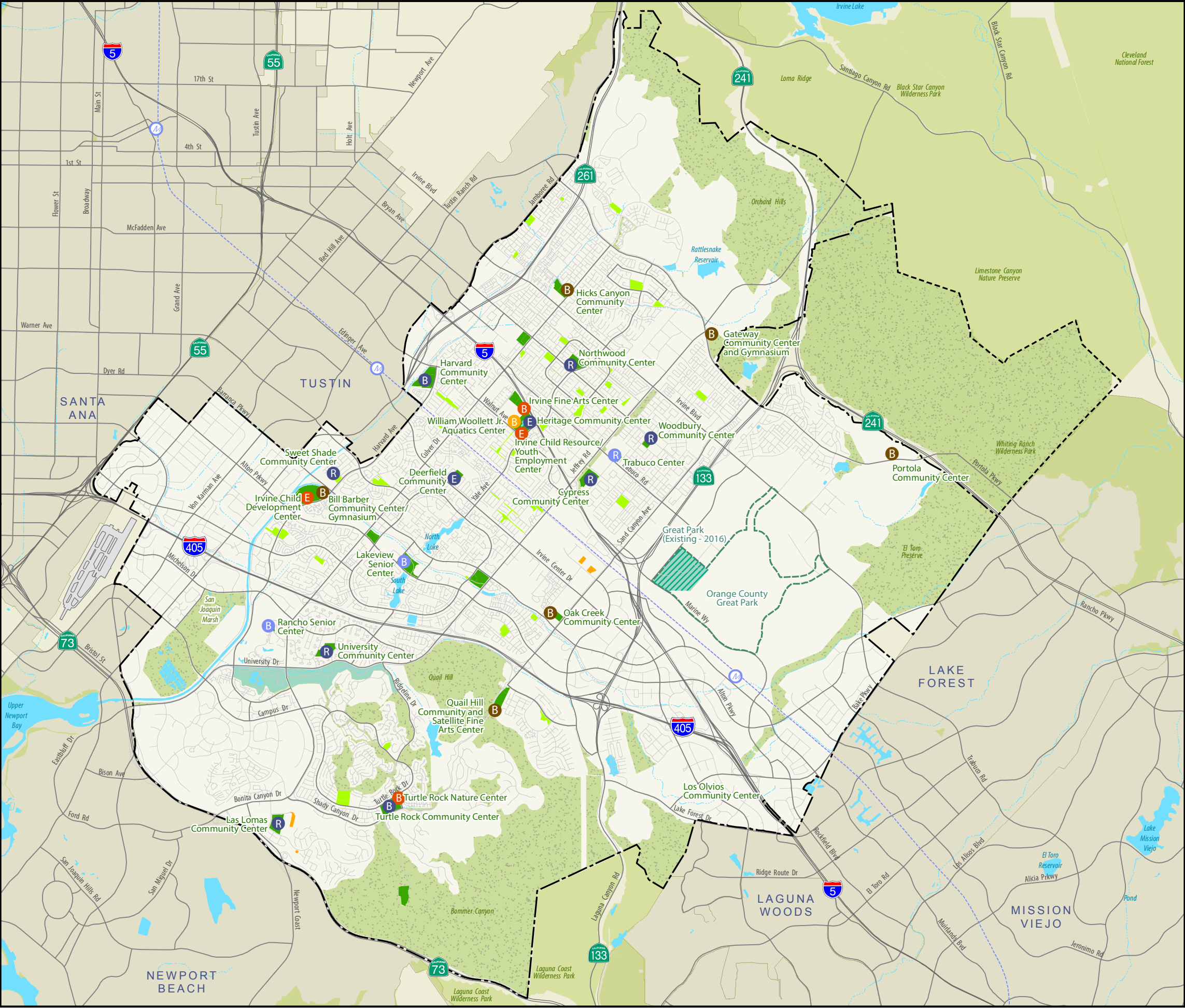
-  Irvine City Boundary
-  Irvine Sphere of Influence
-  Major Streets
-  Metrolink Line and Stations
-  Creeks/Drainage Channels
-  Water Bodies




May 2016  
Sources: City of Irvine, OCTA and OC Parks.

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IRVINE PARKS  
MASTER PLAN



Map 3: Opportunities for  
Existing and Planned  
Major Facilities

Build

B

Community Centers

B

Senior Centers

B

Other Major Indoor Facilities

B

Other Major Outdoor Facilities

B

Planned Facilities

Enhance

E

Community Centers

E

Other Major Indoor Facilities

Rehabilitate

R

Community Centers

R

Senior Centers

Irvine Parks

Neighborhood Park

Community Park

Special Use Sites

Other Parks

Orange County Great Park

William R. Mason Regional Park

Open Space

Irvine Open Space

Surrounding Open Space

Base Map Features

Irvine City Boundary


Irvine Sphere of Influence

Major Streets

Metrolink Line and Stations

Creeks/Drainage Channels

Water Bodies



0

1

2

Miles

M

I

G

May 2016

Sources: City of Irvine, OCTA and OC Parks.

Parks Master Plan | 59

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## HIGHLIGHTS OF PARK AND FACILITY OPPORTUNITIES

These opportunities for park and facility development and enhancement represent new ideas for several key park sites. The systemwide recommendations from Chapter 2 also highlight opportunities for improved connections and synergies with other City recreation spaces, including planned parks, the OCGP and open space. This section highlights these opportunities.

### Key Community Park Sites

To illustrate how *Master Plan* recommendations and enhancement opportunities could be implemented at some of the City's most frequented and popular community parks, the following pages feature potential concept drawings for eight sites:

- Bommer Canyon Park
- Colonel Bill Barber Marine Corps Memorial Park
- Deerfield Park
- Harvard Park
- Heritage Park
- Mike Ward Park - Woodbridge
- Rancho San Joaquin Park
- Turtle Rock Park

### BOMMER CANYON PARK

Unique among the City's community parks, Bommer Canyon is situated in the middle of an open space preserve. Though portions of the park are gated and closed when not reserved (with access limited in certain areas according to adopted federal conservation agreements), a variety of trails are open daily from 7 a.m. to sunset. One of the primary features of the park is an aging, yet historic, ranch-style picnic and events venue. Via the Mapita online questionnaire, outreach participants identified this park as either their favorite, most frequently visited or most familiar site. Figure 3-1 illustrates opportunities for Bommer Canyon, which are described below.

- *North Side Entrance*: Located south of the Bommer Canyon Trailhead, access to the park is provided via a dirt parking area, which gives way to trails and historical

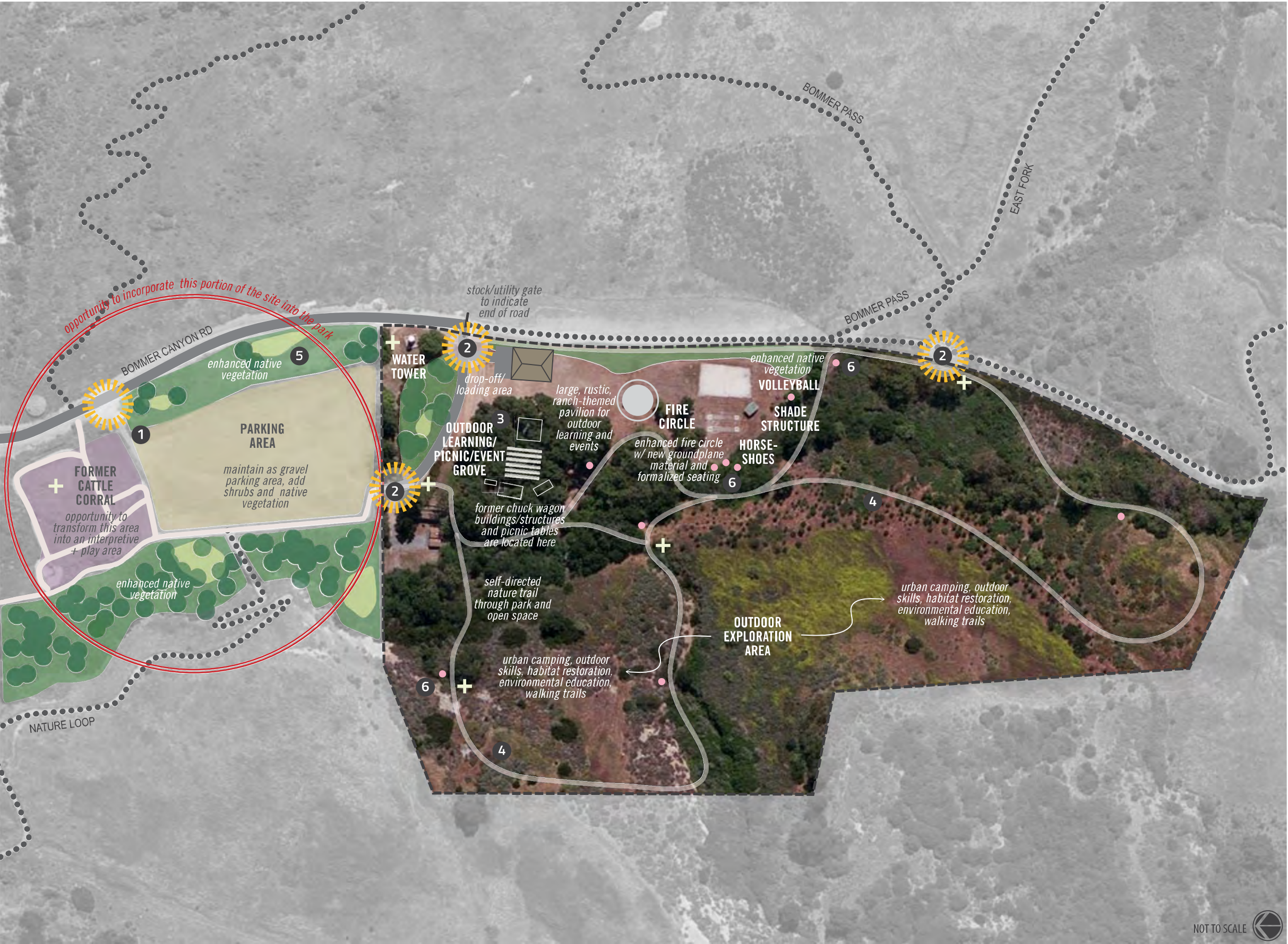
cattle ranch structures. These areas could be enhanced via a formalized entrance, enhanced parking area, improved vehicle circulation and renovation of the former cattle corral into an interpretive feature and/or ranch-themed play area. These improvements could also expand interpretation and recreation options at the park.

- *Entry Nodes:* Enhanced site identification and/or wayfinding signage could improve site orientation.
- *Outdoor Learning/Picnicking/Event Area:* With some upgraded amenities, the sycamore grove could become a central gathering area, used for outdoor classes, picnics and/or events. An adjacent, rentable open-air pavilion could anchor this area and act as an outdoor classroom, meeting space and/or events venue. An enhanced fire circle and activity area could provide a harmonious amenity adjacent to the grove. Permanent restrooms, a catering kitchen and/or general accessibility improvements could make this space more functional.
- *Enhanced Trail Connections:* As feasible given existing conservation agreements, soft-surface trails could be incorporated throughout the park, expanding on the nearby nature loop and providing more self-guided exploration opportunities across the site. Improved signage could be provided along these trails as well as along existing pathways. These trails should be as accessible as feasible given site grading, and could be designed to encourage visitors to experience more of the area's native habitats. There may also be opportunities to support equestrian activities through addition of a staging area and/or watering trough near the trails.
- *Planting:* Native trees, shrubs, and plantings could be incorporated wherever possible to restore and/or enhance the landscape.
- *Seating Options:* Seatwalls, benches and/or other social spaces could be added throughout the park to encourage quiet relaxation as well as informal group gatherings.





Figure 3-1:  
Bommer Canyon Park



- 1 NORTH SIDE ENTRANCE**  
There is an opportunity to incorporate the north end of the site into the park. Formalizing the entrance, enhancing the parking area, and transforming the former cattle corral into an interpretive feature or ranch-themed play area will create a grand entrance and expand the interpretation and recreation options at the park.
- 2 ENTRY NODES**  
Enhanced site identification and wayfinding signage will improve site legibility.
- 3 OUTDOOR LEARNING/PICNICKING/EVENT AREA**  
With some upgraded amenities, the sycamore grove could become a central gathering area for outdoor learning, picnic, and events. An adjacent open-air pavilion could anchor this area and act as an outdoor classroom, meeting area, or event space. The enhanced fire circle and game area provide a harmonious amenity adjacent to the grove.
- 4 ENHANCED TRAIL CONNECTIONS**  
Soft-surface trails throughout the park will expand on the nearby nature loop and provide more self-guided tours across the site. They will also encourage visitors to experience more of the outlying areas of open space and learn more about this area's native habitat.
- 5 PLANTING**  
Native trees, shrubs, and plantings should be incorporated wherever possible to restore and enhance the landscape.
- 6 SEATING OPTIONS**  
Seatwalls, benches, and other seating options should be added throughout the park for individual and group gatherings.



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## COLONEL BILL BARBER MARINE CORPS MEMORIAL PARK

Colonel Bill Barber Marine Corps Memorial Park is one of the most widely-recognized parks in Irvine. This high-use site supports citywide events, organized sports as well as unstructured recreation ranging from play to picnicking. Figure 3-2 illustrates site opportunities, which are highlighted below.

- *Additional Eastside Park Amenities:* The previous master plan recommends that the undeveloped eastern portion of the park include an amphitheater and a combined community center and gym. As there is already a community center nearby at Sweet Shade Park, and as parking is already a concern at Bill Barber during major events, these elements may no longer be the best use for this valuable site.

To emphasize community priorities, there may be an opportunity to develop a larger amphitheater, event pavilion and orchard-style lawn with overflow parking at this location or at another location within the City, similar to the OCGP. Additional parking areas could potentially be used to support a local farmers market.

- *Entry Nodes:* Enhanced site identification and wayfinding signage could improve site legibility. Signage in each parking area could indicate where additional parking is available.
- *Enhanced Connections to The Trail:* Outdoor fitness equipment, a self-service bike repair station featuring tools and air pumps and distance markers to other parks and destinations could be added along the San Diego Creek to further link that regional trail amenity to the park.
- *Public Art:* Sculptures and/or other art installations could be added throughout the park to enhance its character. There is an opportunity to build on the existing memorial and overall theme of celebrating and recognizing community leaders to create a deepened sense of purpose.
- *Planting:* Turf can potentially be replaced with drought-tolerant grasses in non-sport and non-programmed areas in order to limit maintenance and water use. Potential landscape changes should be mindful of existing uses, particularly in areas surrounding picnic shelters, which are often programmed during private events. Trees and understory planting areas could be added along Harvard Avenue to create a buffer/screen from surrounding traffic.
- *Seating Areas:* Seatwalls, benches, and/or other seating options could be added throughout the park to promote individual and group gatherings.

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**Figure 3-2:**  
**Colonel Bill Barber**  
**Marine Corps**  
**Memorial Park**

- 1** **ADDITIONAL EASTSIDE PARK AMENITIES**  
A reservable event pavilion, flexible-use amphitheater/lawn, and additional overflow parking or a community center and gym/fieldhouse could be considered in this location.
- 2** **ENTRY NODES**  
Enhanced site identification and wayfinding signage will improve site legibility. Signage in each parking area could indicate where additional parking is available.
- 3** **ENHANCED CONNECTIONS TO THE TRAIL**  
Outdoor fitness equipment, a bike repair station, and distance markers to other parks and destinations could be added along the Class I Bikeway to link it to the park.
- 4** **PUBLIC ART**  
Sculptures or other art installations could be added throughout the park to enhance its character.
- 5** **PLANTING**  
Turf in non-sport and non-programmed areas should be replaced with drought-tolerant grasses to reduce maintenance and water use. Trees and understory plantings should be added along Harvard Ave to create a buffer/screen.
- 6** **SEATING AREAS**  
Seatwalls, benches, and other seating options could be added throughout the park for individual and group gatherings.





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## DEERFIELD PARK

Figure 3-3 illustrates opportunities for Deerfield Park, which are described below.

- *New Facility Innovations:* If disc golf were to be relocated to another location, the racquetball courts and disc golf areas could be repurposed to provide space for one of the Facility Innovations listed at the end of this chapter.
- *Enhanced Play Opportunities:* Several separate play elements could be consolidated into a unique thematic play area with separate areas designed for children ages 2-5 and 5-12. The play areas could potentially include fitness equipment, a swing set, a small water spray feature with shade sails and universally-accessible components.
- *Centralized Open Space:* The center of the park could incorporate both a flat open lawn for programs and free play, as well as a berm or mound with native plantings and places to roll down the hill or sit and watch surrounding park activities.
- *Updated Community Center, Parking and Entry:* This older facility could be refreshed, with enhancements made to the entry, drop-off area, adjacent outdoor plaza and circular parking area in the process.
- *New Picnic Shelters:* Two additional and reservable picnic shelters (one designed for small groups and the other designed for medium-sized gatherings) could provide needed social spaces.
- *Plantings:* Gradual introduction of new tree plantings and drought-tolerant grasses and/or groundcover could help reduce long-term maintenance and water costs.



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Figure 3-3:  
Deerfield Park

- 1

**NEW FACILITY INNOVATIONS**  
The racquetball courts and disc golf course can be repurposed to newer opportunities, such as a skate spot and bicycle pump track to diversify recreation opportunities
- 2

**ENHANCED PLAY OPPORTUNITIES**  
Several separate play elements can be consolidated into a unique thematic play area with equipment for ages 2-5 and 5-12, fitness equipment and a small spray feature with shade sails.
- 3

**CENTRALIZED OPEN SPACE**  
The center of the park could incorporate both a flat open lawn for programs and play, as well as a berm or mound with native plantings and places to roll down the hill or sit to watch other park activities.
- 4

**UPDATED COMMUNITY CENTER, PARKING AND ENTRY**  
This older facility will need to be refreshed, considering the entry, drop-off area, adjacent outdoor plaza and circular parking area that could be remodeled for better use.
- 5

**NEW PICNIC SHELTERS**  
Two reservable picnic shelters (a small group and medium size shelter) would provide gathering places.
- 6

**PLANTINGS**  
Tree plantings and drought-tolerant grasses or groundcover would help reduce maintenance and water use.





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## HARVARD PARK

Located adjacent to Peters Canyon Wash, Harvard Park is primarily oriented toward athletics, featuring a smaller community center and relatively few additional recreation opportunities. Figure 3-4 illustrates potential enhancements at this site, which are described below.

- *Central Focal/Social Space:* To create additional recreation opportunities, the area adjacent to the parking lot and community center could be redesigned into a centralized social space, featuring thematic play elements, fitness equipment, seating and tables. Ball nets may be needed to protect this area and the parking lot from foul balls.
- *Enhanced Connections to the Trail:* The entry to the park from the regional trail could be refreshed to encourage trail users to take advantage of the concessions and social spaces at the park. Wayfinding signage could also be added in this area to highlight the distance to other destinations accessible via the trail network.
- *Community Center Expansion:* Although space is limited, a renovation of the community center could potentially include a teen room and/or multipurpose activity room, as feasible.
- *Shaded Seating Area:* A shaded seating area near the skate park, ballfield and/or community center could support small group gatherings and respite during athletic events.
- *Native Plantings:* Tree plantings and/or drought-tolerant grasses or groundcover could be added in non-sport turf areas to reduce maintenance and/or water costs. Trees added in parking areas and around the skate park could provide both shade and/or stormwater management opportunities.



Figure 3-4:  
Harvard Park

- 1

**CENTRAL FOCAL/SOCIAL SPACE**  
Repurposing the west end of the parking lot would allow this site to have centralized social area. Thematic play elements, fitness equipment, seating and tables could be added near existing concessions.
- 2

**ENHANCED CONNECTIONS TO THE TRAIL**  
The park entry from the regional trail could be refreshed to encourage trail users to take advantage of the concessions/social space at the park. There is an opportunity to add wayfinding signage indicating the distance to other community destinations via the trail.
- 3

**COMMUNITY CENTER EXPANSION**  
While there is limited space, the community center when renovated would benefit from a teen room and/or multipurpose activity room if feasible.
- 4

**SHADED SEATING AREA**  
A shade seating area near the skate park, ballfield and community center would support small group gathering and shaded respite for athletic events.
- 5

**NATIVE PLANTINGS**  
Tree plantings and drought-tolerant grasses or groundcover could be added on all non-sport turf areas to reduce maintenance and water use. Trees added in parking areas and around the skate park would help with shade and stormwater management.





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## HERITAGE PARK

Located next to Irvine High School, this community park hosts five major facilities (including a County library), a national-caliber competitive aquatics center, a tennis complex and various school athletic fields and facilities. Figure 3-5 illustrates opportunities for Heritage Park, which are described below.

- Expanded Aquatics Center and New Drop-Off Area:* The William Woollett Jr. Aquatics Center could be updated to better support national-scale swimming events. Through this process, the City may wish to consider adding a new fifty to sixty-five meter competition pool to the complex, along with enhanced locker rooms, seating and concession areas. Expenses for this project could potentially be mitigated via donations from, or partnerships with, local nonprofit organizations. Any potential aquatics project would need to consider options for additional parking, as well as impacts on surrounding park uses. Creation of a tree-lined drop-off lane near the center could potentially improve access off of Walnut Avenue. An indoor therapy pool may also be a potential amenity at this complex to support lifelong swimming opportunities.
- A New Fine Arts Center:* The Irvine Fine Arts building could be demolished and rebuilt in the same location, could be appended to the existing community center to create a larger multi-purpose facility, or could potentially be relocated to the Cultural Terrace at the OCGP to better synergize with the creative and artistic elements considered for that site. Should the facility be renovated or expanded in place, additional spaces could be provided for indoor-outdoor programs and/or display events. Should Fine Arts be relocated to the Cultural Terrace, the vacant space at Heritage could potentially be repurposed into a flexible community space, featuring a gymnasium and program and performance venue.
- Stream Channel / Stormwater Feature:* Introducing a streambed and/or rain garden at the site could be a way to cleanse and recirculate pond water and enhance the natural habitat for birds and other wildlife. New seating and educational signage could provide more passive spaces for park users to learn, reflect and relax.
- Native Planting Beds:* Natural habitat could be reintroduced to the site by replacing turf and ground cover. Additional trees could be added to provide shade, particularly around the pond.



- *Seating and Art:* A variety of seating options could be added throughout the park to promote individual relaxation and/or group gatherings. Flexible café-style seating with colorful shade sails and/or artwork could be introduced near the pond.
- *Play Area Enhancements:* The play area could potentially be renovated to introduce water and/or natural play components.



Figure 3-5:  
Heritage Park

- 1

**EXPANDED AQUATIC CENTER AND NEW DROP-OFF AREA**

The William Woollett Jr. Aquatic Center could be updated to better support national scale swim events. An additional drop-off lane with tree lined entry could prevent traffic congestion at Walnut Ave.
- 2

**A NEW FINE ARTS CENTER**

The Irvine fine arts building will be demolished and rebuilt in the same location providing a better connection to surrounding outdoor space for community art installations and events.
- 3

**STREAM CHANNEL / STORMWATER FEATURE**

A new stream bed or rain garden with riparian plantings could be added to cleanse and recirculate pond water and enhance the natural habitat in the park for birds and other wildlife. New seating and educational signage could provide more passive space for park users and provide outdoor learning opportunities.
- 4

**NATIVE PLANTING BEDS**

Natural habitat could be increased by replacing turf areas with native understory plantings, ground cover plants and increased tree canopy, particularly around the pond.
- 5

**SEATING AND ART**

A variety of seating options could be added throughout the park for individual and group gatherings of different sizes. Flexible cafe table seating could be incorporated into the park near the pond area with colorful shade sails and artwork.
- 6

**PLAY AREA ENHANCEMENTS**

There is an opportunity to renovate play area, add water play and natural play elements.





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## MIKE WARD—WOODBIDGE PARK

Home to the Lakeview Senior Center/ Adult Day Health Care Services Center, Mike Ward Park includes a large lawn overlooking Woodbridge's South Lake. The site is adjacent to Woodbridge Village Center, drawing visitors throughout the course of the day. Figure 3-6 illustrates opportunities for this site, which are described below.

- *Expanded Senior Center:* There is an opportunity to expand and/or renovate the existing senior center to increase capacity for indoor game, fitness, gathering and/or programming space. The Lakeview Senior Center facility should also be modernized to accommodate accessibility and aesthetic improvements.
- *Improved Patio and Courtyard:* With the renovation and/or expansion of the senior center, adjacent outdoor spaces could be redesigned to better promote indoor-outdoor recreation opportunities. Cinder block walls in the courtyard could be replaced with stucco and/or artwork/murals. An attractive shaded back patio could offer views across the park.
- *Shaded Activity Yard with Social Space:* The expanded senior center could open onto a shaded activity area with bocce, shuffleboard, card and chess tables and small group seating spaces where seniors could socialize and relax.
- *Berm and Seatwalls:* A berm with native plantings could be added to buffer the activity yard from the open lawn/event space. Stepped seatwalls in front of the berm could create natural views of the amphitheater and lake.
- *Covered Amphitheater and Event Lawn:* The existing paved performance area could be replaced with a larger covered amphitheater stage and/or gazebo, which could provide additional rental revenue. A flexible-use lawn could be used for performance seating, as well as programming and play space at different times of the day.
- *Added Activities:* By removing the underutilized racquetball/handball courts, innovative features like a climbing spire for children could be introduced. This space could also be used to add courts that support pickleball, a sport that has experienced renewed popularity, particularly with the senior population. Raised garden beds (to be used or allocated through the Senior Center) could also add new recreation opportunities.
- *Planting:* Adding drought-tolerant trees and grasses could reduce maintenance and water use.

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Figure 3-6:  
Mike Ward Park-  
Woodbridge

- 1

**EXPANDED SENIOR CENTER**  
There is an opportunity to expand and renovate the existing senior center to increase activity, fitness and programming space.
- 2

**IMPROVED PATIO AND COURTYARD**  
With the renovation and expansion of the senior center, outdoor spaces could be improved in appearance and in connection to the park. Cinder block walls in the courtyard could be replaced with stucco or artwork/murals. An attractive shaded back patio could have views of the park by removing the wall and hedged seating area.
- 3

**SHADED ACTIVITY YARD WITH SOCIAL SPACE**  
The expanded senior center could open to a shaded activity area with bocce, shuffleboard, card and chess tables, and small group seating for seniors to socialize and play.
- 4

**BERM AND SEATWALLS**  
A berm with native plantings could be added to separate the activity yard from the open lawn/event space, path and climbing spire to create a comfortable sense of enclosure. Stepped seatwalls in front of the berm could create natural views of the amphitheater and lake.
- 5

**COVERED AMPHITHEATER AND EVENT LAWN**  
The existing paved performance area could be replaced with a larger covered amphitheater stage with trees behind to buffer view of houses. A flexible-use lawn could be used for performance seating, as well as programming and play space at different times.
- 6

**ADDED ACTIVITIES**  
Repurposed racquetball/handball courts allow space for pickle ball courts adjacent to other active use facilities. Raised garden beds (to be used or reserved though the Senior Center) would add a new use.
- 7

**PLANTING**  
Adding tree plantings and drought-tolerant grasses and groundcover will reduce maintenance and water use.



----- PARK BOUNDARY    ..... TRAIL/WALKWAY    ☀ ENTRY NODE    🌳 TREES    ● FITNESS EQUIPMENT    📶 ACTIVITY YARD    ● SOCIAL SPACE



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## RANCHO SAN JOAQUIN PARK

This small site primarily supports the Rancho Senior Center. Figure 3-7 illustrates opportunities for Rancho San Joaquin Park, which are described below.

- *Senior Center Expansion:* There is an opportunity to expand the existing senior center and/or attached patio in order to improve and re-program adjacent spaces. The Rancho Senior Center could be modernized and/or reconfigured to include wider hallways, better acoustics, a media/technology resource room, additional fitness/active recreation space, additional storage and office space and better indoor/outdoor connections.
- *Garden Area:* There may be opportunities to repurpose some of the open lawn area into accessible raised gardening beds.
- *Loop Path:* A short loop path could be introduced to wind through the garden and lawn areas. New tree plantings could be added to provide additional shade to the path and/or adjacent seating opportunities.

## TURTLE ROCK PARK

Located near Bommer Canyon, Turtle Rock Park includes natural themes and components, including trails and an on-site Nature Center. The park also includes a community center as well as a variety of active and passive recreation areas. Figure 3-8 illustrates opportunities for Turtle Rock Park, which are described below.

- *Conversion to Nature-Themed Park:* Replacing and/or refreshing park facilities with nature-oriented, passive and low-impact features will help brand this site even further. As part of this renovation, the backstop could potentially be removed, the playground could be transformed into a nature play area and the basketball courts could be repurposed into a game court or activity spot. Additional amenities could include a tree house for play and exploration, interpretive components and, possibly, resurfaced/restriped tennis courts for dual pickleball and/or tennis use.
- *Combined Nature & Community Center:* Combining, modernizing and/or expanding the Community Center and Nature Center could add new space for community programming, environmental education and/or nature interpretation. An adjacent

outdoor learning plaza could incorporate a small amphitheater as well as patios with trail access and views of nature. A direct pedestrian undercrossing or overcrossing could potentially link the park with Bommer Canyon by way of the Shady Canyon Hiking and Riding Trail.

- *Planting and Turf Reduction:* Replacing turf with drought-tolerant grasses and/or adding more natural plantings along the creek could improve onsite ecological functions.

Figure 3-7:  
Rancho San  
Joaquin Park

- 1

SENIOR CENTER EXPANSION

Site provides options to expand existing senior center and attached patio, improve and re-program adjacent spaces.
- 2

GARDEN AREA

Current open lawn area provides opportunity to expand community gardening opportunities with additional accessible raised beds.
- 3

LOOP PATH

A short loop path through garden and lawn areas could be added, with new tree plantings for additional shade, seating opportunities (benches and/or tables), and native planting/ butterfly garden area.



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**Figure 3-8:  
Turtle Rock Park**

- 1 CONVERSION TO NATURE-THEMED PARK**  
Replacing or refreshing park facilities with nature-oriented, passive and low impact features will distinguish this site. This includes removing the backstop, replacing the playground with a nature-play area, repurposing the basketball court as an activity spot, adding a tree house, adding interpretive elements and resurfacing/stripping the tennis courts for pickleball.
- 2 COMBINED NATURE & COMMUNITY CENTER**  
Combining, modernizing and expanding the Community Center and Nature Center would enhance space for community programming, environmental education and nature interpretation. An adjacent outdoor learning plaza may incorporate a small amphitheater and patios with trail access, views of the natural area, and indoor/outdoor programming space for reserved uses and programs.
- 3 QUIET SEATING AREAS**  
Individual and small group seating and benches could be located in the natural area and across a meadow for reading, contemplation, and outdoor enjoyment.
- 4 RESERVABLE PICNIC SHELTERS**  
A refreshed picnic area and small, rustic shelters with surrounding landscaping provide a scenic group-gathering space.
- 5 PLANTING AND TURF REDUCTION**  
Turf replacement with drought-tolerant grasses and added natural plantings and access points along the creek will improve the ecological function of the site.



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## Planned Parks and Other Sites

In addition to the community park sites identified above, there are other sites that could present unique opportunities for Irvine:

- IBC Neighborhood Park or Parks
- Gateway Community Park
- Portola Springs Community Park
- Los Olivos Community Park
- Orange County Great Park
- Open Space Opportunities

### IBC NEIGHBORHOOD PARK

As a mixed-use area featuring multiple clusters of residential development, the IBC presents an opportunity for the City to develop its first urban park(s). Given typical influxes of workers and visitors into this area, the park(s) will likely attract workers during the daytime and residents in the evening and weekends. Depending on land availability, it may be possible to acquire and/or develop two 1 to 1.5-acre park sites. One park site could be used to provide more traditionally “outdoor” recreation amenities, while by acquiring an existing office or warehouse building and repurposing it into a gymnasium. A second park could be used to satisfy “indoor” recreation needs and serve as a form of Community Park. A park plan specific to the IBC will be prepared per City Council direction on May 23, 2017. The park plan will identify potential park sites and develop conceptual designs to be vetted through a public outreach process. Figure 3-9 introduces a 1.5-acre conceptual urban park.

- *Site Selection and Context:* Given that IBC parks tend to be smaller than other neighborhood parks and are located in a high density, heavily traveled area, park siting guidelines should be established. Surrounding uses should be considered when selecting a location for the park(s), as park users will be drawn from adjacent residential, office and/or retail areas. At least one site edge should front an interior public street; ideally not an arterial roadway to provide a neighborhood scale and accessible entry. Access to on-street parking should be considered, along with users’ ability to reach the park via walking or cycling paths. If feasible, a neighborhood park could be sited along San Diego Creek in order to provide an entryway to the trail network, and to synergize activities with those existing amenities.

- *Dry Streambed and Nature Experience:* An artificial “dry streambed” feature could wind through the site, providing an area for native and drought tolerant planting, opportunities for environmental education and nature play. This feature could be used to help manage stormwater on the site.
- *Children’s Play Area:* Play features and/or elements, such as small climbing sculptures, provide programming and play options for children. Given the park’s urban context, a nature-themed or “urban jungle” play experience may also provide interesting design opportunities.
- *Central Plaza and Gathering Area:* A central plaza, gathering area and/or spray ground could be designed to accommodate multiple uses, ranging from small group gatherings to neighborhood events and performances.
- *Regional Trail Connections:* As mentioned above, it may be possible to link the park site with adjacent trail networks. In lieu of providing a large suburban-style community park in the IBC (as has been suggested by the IBC Vision Plan), the City could consider opportunities for linking IBC neighborhoods with San Marco and San Carlo Parks, and ultimately Colonel Bill Barber Marine Corps Memorial Park, via bike and pedestrian bridges across Jamboree and San Diego Creek.
- *Shaded Social Space:* Small spaces shaded by pergolas and/or shade sails could create areas for park visitors to escape the hustle and bustle of surrounding streets.



## Figure 3-9: IBC Neighborhood Park Prototype

- 1 SITE SELECTION AND CONTEXT**  
Site selection takes into account the surrounding context, with park users to be drawn from residential, office and/or retail nearby. At least one edge of site fronts a public street. Consider access to street parking and ability of users to reach park via walking, bicycle, etc.
- 2 DRY STREAMBED AND NATURE EXPERIENCE**  
A “dry streambed” feature winds through the site, providing an area for native / drought tolerant planting, opportunities for environmental education and nature play. This feature may be used to help manage stormwater on the site.
- 3 CHILDREN’S PLAY AREA**  
Play features and elements, such as small climbing sculptures or urban play equipment, provide programming for children.
- 4 CENTRAL PLAZA AND GATHERING AREA**  
A central plaza, gathering area and a spray ground may be designed to accommodate multiple uses, from small group seating areas to events & performances.
- 5 REGIONAL TRAIL CONNECTIONS**  
Consider opportunities in site selection to provide new non-motorized (bicycle and pedestrian) connections to regional trails and bikeways, other nearby parks, and regional natural features such as San Diego Creek and the San Joaquin Marsh.
- 6 SHADED SOCIAL SPACE**  
There is an opportunity to provide a pergola or shade sails over grouped benches near this entry.



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## GATEWAY PARK

Since 2003, plans for the future Gateway Park have included four softball-soccer field overlays, six tennis courts, six basketball courts, one sand volleyball court, one handball court, a playground and a community center. Based on community outreach priorities identified in this *Master Plan*, as well as the fact that numerous sports fields and courts will be provided nearby at the OCGP Sports Park, there may be an opportunity to vary the amenities originally planned for this site. Considering the site's proximity to the Northern Open Space Preserve as well as its location at the terminus of the Jeffrey Open Space Trail (JOST), it may be possible to design the site as a link between Irvine and its surrounding open space, utilizing recreational amenities compatible with this context. A key feature of this park could be an 18-hole disc golf course, relocated from Deerfield Park. Gateway may also be an ideal setting for an outdoor classroom and/or art space, atelier, nature trails, a dog park, a universal or thematic playground or a large reservable picnic shelter/pavilion for events and programs.

## PORTOLA SPRINGS PARK

Portola Springs Park is planned as a 25-acre multi-use community park. It will include two softball fields, two soccer fields, one warm-up/practice field,



Portola Springs Community Center will feature a Native American wing and adjacent garden. Image Credit: Irvine Company

three tennis courts, six pickleball courts, one sand volleyball court, a 12,000-square-foot community center, a children's play area and natural trail. The park will be proximate to nearby trail and open space amenities. It may also be a good location for outdoor art space or an atelier.

## LOS OLIVOS PARK

Planned to include just over 12 acres of community parkland, Los Olivos Park will offer additional recreation opportunities for residents of the emerging Spectrum and Los Olivos neighborhoods. Park amenities are planned to include four lighted tennis courts; one lighted basketball court; one lighted, multipurpose soccer field; one lighted softball/baseball field; and a 6,000-square-foot community building. To vary the tennis play experience, there may be opportunities to surface the courts using turf or clay.



## ORANGE COUNTY GREAT PARK

The OCGP will be constructed as planned, pending additional public outreach which was ongoing at the time this *Master Plan* was developed. As the City explores features to include in the Cultural Terrace, there is an opportunity to consider the feasibility and market for a performing and cultural arts venue or for the relocation of the Fine Arts Center from Heritage Park. Community outreach findings and the facility analysis conducted for the *Parks and Recreation Needs Assessment* identified a community desire for a multipurpose community theater with programming, event and performance space for the creative arts, dance, theatre and cultural arts. While needs for outdoor amphitheaters could partially be met in Mike Ward and Bill Barber parks, no community park site is suitable for the type of large indoor/outdoor facility that could support community music, theater and performing arts classes and programs. A market, financial feasibility and programming study would be needed to further evaluate opportunities for this type of event and programming venue, particularly where nearby universities offer performance halls.

At this time, a golf course is also planned for the OCGP. A feasibility study for the proposed golf course would also be beneficial to identify demand trends, style of course, size and price point. Additionally, the study could evaluate a potential clubhouse, operations and public/private partnerships. Given parking demands for competitive swim events, the City should consider placement of any additional aquatics facilities in a larger community park or the OCGP.

## OPEN SPACE OPPORTUNITIES

Through community engagement opportunities, residents expressed a strong desire to have increased connections with, and access to, nature. To provide such opportunities, parks adjacent to open space (such as Turtle Rock) can be designed to have even stronger natural themes and components. The City should continue to develop extensions to the JOST, perhaps exploring Gateway Park as a connection between the JOST and the Northern Open Space. While Bommer Canyon Trailhead is already open from 7 a.m. to sunset, seven days a week, there may be additional opportunities to increase parking capacity at the site, or to pursue additional programs that could fit within conservation agreement requirements. In terms of programming, the City could pilot outdoor and wilderness-oriented activities, including urban camping, mountain biking, nature identification and self-directed hiking. The City could also explore opportunities for open space education and interpretation classes designed to introduce the public to the unique habitat, history and culture of our area. Gateway Park provides an opportunity to develop a unique historical, cultural and educational natural environment for the community.

## FACILITY INNOVATIONS

Based on community feedback and emerging recreation trends, opportunities exist to expand the variety of recreation amenities available in Irvine public parks. While Irvine parks are already recognized for their quality, additional recreation amenities like the ones listed in the coming pages could help round out the park system and provide new activities and experiences for visitors as funds and opportunities become available. Specific locations for these amenities have not yet been identified, as the improvements are conceptual and would require further study, analysis and prioritization.

Examples are organized into the following categories:

- I. Play Areas
- II. Specialized Facilities
- III. Specialized Athletic Facilities
- IV. Event Venues
- V. Gardens
- VI. Social Spaces
- VII. Natural/ Educational Features
- VIII. Trails

As not all of these conceptual amenities are readily familiar, each example includes a brief description of the facility as well as an indication of the type of park setting for which it would best be suited. Innovations in this section are based on community feedback, emerging recreation trends and overall community priorities and preferences as identified through the public engagement process. Each element is tied to the key outreach themes that would be advanced through development of that type of facility. These outreach themes are described in detail in Appendix B and are listed in the side bar to the right.

### Outreach Themes:

Based on outreach activities, several key themes emerged:

- Connectivity and Access
- Diversity of Activities, Amenities and Facilities
- Education
- Evolving Needs
- Flexibility
- Health, Wellness and the Outdoors
- Partnerships
- Standards and Maintenance

## I. Play Areas

### I.A DESTINATION PLAY AREA

A destination play area is a large, themed playground that may feature adventure play, water play and/or nature play components. Its unique play elements are designed to attract people from across the City and to support imaginative, creative and active play for both children and families.

#### Park Type Where Appropriate

- Community Park

#### Community Outreach Themes Supported

- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors



#### Implementation Ideal

- Locate in three to five parks dispersed around the City
- Disperse geographically from the Adventure Playground at University Park

#### Examples



Left: Always Dream Play Area, Fremont, California; Top Right: Koret Children's Quarters, Golden Gate Park, California; Bottom Right: Chase Palm Park, Santa Barbara, California

## I.B NATURE PLAY AREA

Nature play areas are play spaces comprised of natural components such as plants, logs, water, sand, mud, boulders, hills and trees. The goal of a nature play area is to inspire children to explore the natural world in a safe and manageable environment.

### Park Type Where Appropriate

- Community Park (for larger-scale nature play areas)
- Neighborhood Park (for smaller-scale nature play areas)

### Community Outreach Themes Supported

- Diversity of Activities, Amenities and Facilities
- Education
- Health, Wellness and the Outdoors



### Implementation Ideal

- Locate in three to five parks dispersed around the City
- Disperse geographically from existing nature play opportunities at Turtle Rock Park
- For thematic ambience and synergy, site at parks adjacent to open space or regional trails, or else in dense urban settings in the IBC where nature is lacking

### Examples



Tamarack Nature Center, Ramsey County, Minnesota



Royal Park Nature Play playground, Parkville VIC, Australia



## I.C UNIVERSAL PLAY AREA

Universal play areas are play spaces designed to be used by people of all ages and abilities, to the greatest extent possible, without the need for adaptation. Well-designed sites support child development, integrated play and social opportunities for children and family members with mobility, visual, hearing and other impairments.

### Park Type Where Appropriate

- Community Park

### Community Outreach Themes Supported

- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors
- Connectivity and Access
- Education



### Implementation Ideal

- Provide in an accessible location
- Disperse geographically from similar facilities

### Examples



Brookside Park, Reese's Retreat, Pasadena, California



Bluebell Park, Knowsley, United Kingdom

## I.D WATER PLAY AREA

These play areas integrate interactive water features using little or no standing water. Water play areas may occur in a variety of configurations and include hand-operated water pumps and channels, ground nozzles that spray water upwards from a slip-resistant rain deck or shower-type features. Water use can be controlled by a pump or motion-controlled sensor tied to a shut-off valve to conserve water. While fresh water may be used, many water play areas apply a water filtration and recirculation system for efficient use. Nevertheless, some designs can require frequent refilling and incur additional maintenance costs, so the feasibility of these amenities should be carefully considered in a drought context. Water play can be combined with sand play or added to unique elements such as hydraulophones to make music. Water play areas also work well in urban plazas that can double as event spaces when the water features are turned off.

### Park Type Where Appropriate

- Community Park
- IBC Neighborhood Park

### Community Outreach Themes Supported

- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors
- Education



### Implementation Ideal

- Locate in three to five parks dispersed around the City
- Consider for areas without nearby swimming pools



## Examples



Livermore Park Water Play Area, Folsom, California; The water play areas use a minimal amount of recirculated and treated water.



Gardens By The Bay, Singapore



Grand Park, Los Angeles, California

## II. Specialized Facilities

### II.A BIKE SKILLS PARK

Bike skills parks include a variety of amenities, such as bike tracks and trails with natural or simulated topography, designed to introduce riders to the basics of off-road cycling. Bike skills parks are becoming more common as standalone recreation facilities, particularly in communities with nearby mountain biking trails. Bike parks may include:

- **Bike Pump Track:** A feature that generates momentum on a bike without pedaling. By shifting weight on the bike and “pumping” over rollers and through turns, a rider can produce forward motion.
- **Bike Flow Trail:** A purpose-built trail that maximizes the natural attributes of the terrain while minimizing interruptions imposed by sharp turns or abrupt braking. Flow trails are generally descents, though some climbing sections may be included. They create a rolling rhythm by smoothly combining features like banked turns, rollers and jumps to guide riders through the landscape in a seamless fashion.
- **Bike Dirt Jump or other Skills Features:** A launching platform or other obstacle course features designed to produce air time, teach balance and other bike skills.

#### Park Type Where Appropriate

- Community Park

#### Community Outreach Themes Supported

- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors
- Evolving Needs

#### Implementation Ideal

- Pilot programs at test sites with the possibility of a more permanent addition if successful



## Examples



Top Left: Bike Skills Park, New Columbia Neighborhood, Portland, Oregon; Top Right: Teeter Totters, Dupont State Park, North Carolina; Bottom Left: Urban/asphalt pump track, Chur, Switzerland; Bottom Right: Brunel Way Pump Track, Bristol, England



## II.B DOG RUN

Dog runs typically include dedicated fenced-in areas within parks where dogs may be exercised untethered. Surfaces typically include turf, decomposed granite, synthetic turf or a combination of the three. Site amenities can include dog waste dispensers, seating and gated entries, if fenced. Additional site amenities may include drinking stations, water pools, shade structures, picnic tables, rolling topography, lighting and landscaping. Smaller than a dog park, a dog run may or may not have separate areas for large and small dogs.

### Park Type Where Appropriate

- Community Park
- Neighborhood Park
- Special Use Site

### Community Outreach Themes Supported

- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors



### Implementation Ideal

- Pilot programs at test sites at community parks with the possibility of a more permanent addition if successful
- Park sites with sufficient parking for increased visitors
- Compatible with surrounding uses

### Examples



Left: Schuylkill River Park Dog Run, Philadelphia, PA; Right: Richmond Street Dog Run, Boston, MA

## II.C OUTDOOR EXERCISE EQUIPMENT

Rather than going to a private gym, outdoor exercise areas introduce durable fitness equipment into public parks or along trails. Equipment is usually designed for all ages and fitness levels, adding a social, multigenerational element to outdoor public spaces. Typically provided in a fitness cluster of 4-10 pieces, the low-impact, low-maintenance exercise equipment can be grouped in an activity spot, provided adjacent to traditional playgrounds, or dispersed along trails for a par course experience. Surfacing under fitness equipment should be provided so as to meet current codes.

### Park Type Where Appropriate

- Community Park
- Along urban and natural trails
- IBC Neighborhood Park

### Community Outreach Themes Supported

- Diversity of Activities, Amenities and Facilities
- Evolving Needs
- Health, Wellness and the Outdoors

### Implementation Ideal

- Pilot programs at test sites with the possibility of a more permanent addition if successful



### Examples



Left: Big Lake Trail in City Park, New Orleans, LA; Right: Community Center Park in Camarillo, CA

## II.D ACTIVITY SPOT

An activity spot unites several small-scale, non-sport active or playful recreation features that foster individual or small group activities. Typically designed to be separate from traditional play areas, activity spots may include skate spots, uneven shooting hoops, outdoor ping pong tables, giant chess boards, chess tables, pop-up play installations, hill slides/climbers (often adjacent to stairs), slack lines, hammocks, unique swings, mini foot golf, putting greens, etc. to support fitness and social interaction. Skating activities in particular may be integrated into a plaza-style design featuring architectural focal points, “skate-able” art, transitions, aesthetic enhancements and integrated landscaping – all designed to suit a wide range of skill levels.

### Park Type Where Appropriate

- Community Park
- Neighborhood Park

### Community Outreach Themes Supported

- Evolving Needs
- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors

### Implementation Ideal

- Locate in three to five parks dispersed around the City
- Provide near schools, retail centers, offices and urban settings





## Examples



Top Left: Veterans Park Skate Spot, Tracy, California; Top Right: Chess Plaza, UT Dallas, Texas; Bottom Left: Ping Pong Tables at Klyde Warren Park, Dallas, Texas; Bottom Right: Imagination play with moveable furniture, Klyde Warren Park, Dallas, Texas

## II.E TAI CHI LAWN OR COURT

Tai Chi is an art that emphasizes natural movement and can be practiced in a variety of locations. Outdoor training areas are often located in flat, well-lit areas, free from noise and other distractions. Many practitioners prefer to work in natural settings. Along these lines, Tai Chi lawns or courts may include a 48-foot-diameter area of flag-stone situated in a serene natural setting. When not programmed for Tai Chi, these areas can be used for a variety of outdoor fitness classes.

### Park Type Where Appropriate

- Community Park

### Community Outreach Themes Supported

- Evolving Needs
- Diversity of Activities, Amenities and Facilities
- Flexibility
- Health, Wellness and the Outdoors



### Implementation Ideal

- Locate in three to five parks dispersed around the City

### Examples



Left: Tai Chi lawn at Meadow Park, San Luis Obispo, CA; Right: Cabin John Regional Park, Bethesda, MD

## II.F DOG PARK

Dog parks provide dedicated areas for dogs to exercise and play off-leash under supervision of their owners. Most dog parks include a variety of features such as fencing, double gated entry and exit points with ADA accessibility, drainage, shaded areas, seating, water and animal waste pick up facilities. Some dog parks provide separate areas for large and small dogs. Some parks include small ponds for dogs to swim in and large areas of turf and trees for recreation.

### Park Type Where Appropriate

- Neighborhood Park
- Community Park
- Special Use Park
- Orange County Great Park



### Community Outreach Themes Supported

- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors

### Implementation Ideal

- Park sites with sufficient parking for visitors
- Compatible with surrounding uses



NOLA Dog Park, New Orleans, LA



Kansas City Dog Park, Kansas City, MO

### Examples



## III. Specialized Athletic Facilities

### III.A ARCHERY RANGE

These archery facilities provide shooting stations and safety berms where users of different ages and abilities can safely engage in target practice. Ranges may vary in size from smaller half-acre compounds with a few targets up to 5 to 10-acre sites used to host national tournaments and Olympic qualifiers.

#### Park Type Where Appropriate

- Community Park

#### Community Outreach Themes Supported

- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors



#### Implementation Ideal

- Provide in an accessible location
- Explore partnerships with non-profits for implementation and funding opportunities

#### Examples



Left and Top Right: Mile Square Regional Park Archery Range, Orange County, CA; Bottom Right: Archery Range, Santiago Creek, Orange County, CA

### III.B DISC GOLF COURSE

Disc golf courses are typically designed as 9 or 18-hole courses where players toss discs instead of putting/driving with clubs and golf balls. Natural terrain often dictates course design, including flat and sloping surfaces, tree-lined fairways and rugged out-of-play areas. Courses can include a series of numbered posts and baskets set at varying intervals to serve as “holes.” Each hole can be identified with signage. Tee pads may be hard or soft-surfaced, but concrete or rubber is ideal to reduce wear. Championship courses are typically built with one to two acres per hole. Recreational courses can have two to three holes per acre. Typical facility sizes range from 6 to 40 acres, depending on the skill level for which the course is designed.

#### Park Type Where Appropriate

- Community Park
- Special Use Site

#### Community Outreach Themes Supported

- Evolving Needs
- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors



#### Implementation Ideal

- Provide in an accessible location
- Explore partnerships with non-profits for implementation and funding opportunities

#### Examples



Left: North County Park, Cape Girardeau County, MO; Right: Central Park Disc Golf Course, Huntington Beach, CA

### III.C MULTI-PURPOSE SPORTS FIELD (SYNTHETIC)

These rectangular play fields, with a minimum 68,500 square feet in area and a variety of field dimensions and markings, can accommodate numerous sports including football, soccer, lacrosse and field hockey. Synthetic turf can be installed to create opportunities for more frequent and intensive use. These fields may include lighting, bleachers and permanent or movable goals designed to suit multiple configurations.

#### Park Type Where Appropriate

- Community Park

#### Community Outreach Themes Supported

- Flexibility
- Diversity of Activities, Amenities and Facilities
- Evolving Needs
- Health, Wellness and Outdoors



#### Implementation Ideal

- Gage success of at one facility before expanding to other park sites

#### Examples



Left: Multi-purpose synthetic turf fields for football and soccer at Towncenter Community Park, Santee, CA; Right: Multi-purpose synthetic turf fields at Sage Hill School, Newport Coast, CA



### III.D SPORTS COURTS

Unlike single-use courts, sports courts can come in a variety of dimensions, surfaces and configurations to support flexible play. Well-designed courts provide opportunities for traditional sports like basketball, sand volleyball and tennis, as well as emerging activities like pickleball, bocce, petanque, badminton, futsal, racquetball, wallball and horseshoes.

#### Park Type Where Appropriate

- Community Park
- Neighborhood Park

#### Community Outreach Themes Supported

- Evolving Needs
- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors
- Flexibility

#### Implementation Ideal

- Pilot programs at test sites with the possibility of a more permanent addition if successful



## Examples



Futsal court in Vance park, Portland, OR



Left: Pickleball courts in Tapo Canyon Community Park, Simi Valley, CA

Right: Bocce ball court in Albert Park, San Rafael, CA



### III.E TRACK AND FIELD VENUE

These facilities can include competition-quality track and field venues for running, jumping and throwing.

#### Park Type Where Appropriate

- Community Park
- Local School, shared via joint-use agreement

#### Community Outreach Themes Supported

- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors
- Flexibility

#### Implementation Ideal

- Provide in an accessible location
- Partnerships with non-profits for implementation and funding opportunities



#### Example



Riverbank Park, Newark, New Jersey



## IV. Event Venues

### IV.A OUTDOOR FESTIVAL AND EVENTS VENUE

These gathering spaces can come in a variety of shapes and forms, featuring turf or hardscape seating areas with access, utilities and infrastructure designed to support large group events of 200 to several thousand people. The site should offer sufficient space for portable equipment, stages and support amenities and furnishings (such as temporary restrooms, trash receptacles, benches, bike racks, etc.) brought in for events.

#### Park Type Where Appropriate

- Community Park

#### Community Outreach Themes Supported

- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors



#### Implementation Ideal

- Provide in an accessible location
- Sites with sufficient parking for increased visitors

#### Examples



Left: Director's Park Plaza, Portland, Oregon; Right: Paine's Park, Philadelphia, Pennsylvania

## IV.B OUTDOOR PERFORMANCE SPACE

These areas typically include an outdoor amphitheater, stage or performance space with nearby electrical outlets. Seating may be hard- or soft-surfaced, with permanent, movable or else no designated seating. Space provided may be sufficient to accommodate groups of anywhere from 200 to 1,000 people. Support amenities such as shade, restrooms and concessions are often provided.

### Park Type Where Appropriate

- Community Park

### Community Outreach Themes Supported

- Diversity of Activities, Amenities and Facilities
- Evolving Needs
- Health, Wellness and the Outdoors

### Implementation Ideal

- Locate in three to five parks dispersed around the City
- Locations that already feature/host outdoor events



## Examples

Right: Veterans  
Memorial Amphitheater,  
City of St. Louis Park,  
MN



Cubherth Amphitheater, Eugene, OR



Left: Meinig Park, Sandy, OR



## V. Gardens

### V.A COMMUNITY GARDEN

Community gardens usually consist of raised garden plots situated in areas with solar, soil, and topographic conditions suited to agriculture. Plot sizes may vary, but typically include a minimum twenty-five square feet per plot, with wide walkways (approximately 4 feet) adjacent to each plot. Gardens are often fenced around the perimeter, and may be managed and maintained by volunteers. Community gardens may include demonstration areas that are used for educational and social purposes.

#### Park Type Where Appropriate

- Community Park
- Neighborhood Park
- Special Use Site

#### Community Outreach Themes Supported

- Health, Wellness and the Outdoors
- Education
- Evolving Needs
- Partnerships

#### Implementation Ideal

- Pilot programs at test sites with the possibility of a more permanent addition if successful
- Near IBC or Spectrum where private yards are limited



## Examples



Luscher Farm Community Gardens, Lake Oswego, OR



Johns Community Garden, Portland, OR

## V.B DEMONSTRATION GARDEN OR BOTANICAL GARDEN

Demonstration gardens introduce visitors to different plant palettes or else to new cultivation techniques such as organic gardening and xeriscaping. Botanical gardens may be more formal in arrangement, yet can also provide opportunities for visitors to learn about regional plant palettes and various landscape design principles.

### Park Type Where Appropriate

- Community Park
- Neighborhood Park

### Community Outreach Themes Supported

- Health, Wellness and the Outdoors
- Education
- Evolving Needs
- Partnerships



### Implementation Ideal

- Pilot programs at test sites with the possibility of a more permanent addition if successful

### Examples



Left: Brightside Demonstration Garden, St. Louis, Missouri



## V1. Social Spaces

### VI.A PARK PAVILION

A pavilion typically includes a large shelter structure designed for groups of 150 to 200 people. Pavilions are typically reservable, and may include tables (picnic or portable), seating, barbecue grills, water, electricity, nearby restrooms and easy access for loading/unloading supplies. With movable tables and chairs, the pavilion may be flexibly programmed for other uses such as recreation classes and events.

#### Park Type Where Appropriate

- Community Park

#### Community Outreach Themes Supported

- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors
- Flexibility



#### Implementation Ideal

- Provide according to updated level of service standards

#### Examples

Top Left: Abbott Loop Community Park, Anchorage, AK; Top Right: State Game Lodge Pavilion, Custer, SD; Bottom: Fairgrounds Park, Loveland, CO



## VII. Natural/ Educational Features

### VII.A INTERPRETATION VENUE

These educational and informational features introduce visitors to sites of local historical significance, cultural heritage and natural resources.

#### Park Type Where Appropriate

- Community Park
- Neighborhood Park

#### Community Outreach Themes Supported

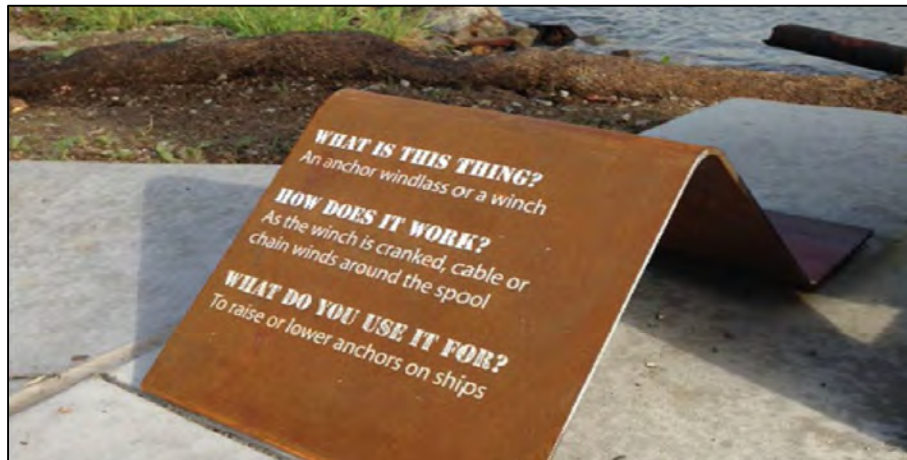
- Education
- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors

#### Implementation Ideal

- Pilot programs at test sites with the possibility of a more permanent addition if successful
- Locate near open space



## Examples



Top: An interpretive sign explains a large bioswale in Kitsap County, Washington

Middle: Bay trail interpretation signage of the history of the shoreline, Alameda, California

Bottom: Interpretive Kiosk, Dills Park, Paramount, California



## VII.C OUTDOOR CLASSROOM

These small gathering spaces are designed to facilitate nature-based or art-based learning and discovery such as nature classrooms and outdoor ateliers.

### Park Type Where Appropriate

- Community Park

### Community Outreach Themes Supported

- Education
- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors



### Implementation Ideal

- Pilot programs at test sites with the possibility of a more permanent addition if successful
- Locate near school or where bus parking is possible
- Integrate at Gateway Park

### Examples



Left: Outdoor classroom, Red Pine Trail, Niskayuna, New York; Right: Grundy Lake Provincial Park, Ontario, Canada

## VIII.B NATURE TRAIL

Dependent on Natural Community Conservation and Habitat Conservation Plan and adopted Recreation and Resource Management Plans, there may be opportunities to create additional soft-surfaced nature trails in appropriate areas of the City's open space. Amenities may include a trail head, directional signage and, where appropriate, interpretive signage, drinking fountains, benches or alternative seating such as boulders or seatwalls.

### Park Type Where Appropriate

- Community Park
- Special Use Site

### Community Outreach Themes Supported

- Connectivity and Access
- Diversity of Activities, Amenities and Facilities
- Health, Wellness and the Outdoors
- Education



### Implementation Ideal

- Provide according to updated level of service standards
- Pursue as feasible within context of existing conservation agreements

### Examples



Left: Forest Park Trail, Portland, Oregon; Right: Horseshoe Trail, Irvine Regional Park, Orange, California

## POTENTIAL PARK IMPROVEMENT FUNDING SOURCES

To maintain Irvine’s wide-ranging park system and programs, implement new park improvement opportunities and renovate existing facilities or build new ones, the City must continue to lead as an innovator by using fiscally sustainable and sensible funding sources. This section includes a menu of funding options for park and facility improvements and associated maintenance, many of which the City of Irvine already utilizes.

### General Fund and Assessments

#### GENERAL FUND

The operations budget, or General Fund budget, is the City’s annual fiscal operating plan for the receipt and disbursement of funds used to provide daily, routine public services to the community. This is the City’s primary source for operating revenue. The operations budget outlines the many municipal services, programs and projects provided by the City during the fiscal year. It also identifies specific General Fund revenue estimates and expenditures necessary to implement services to the community. Revenue sources for the General Fund include assessment revenue, development fees, documentary transfer tax, service fees, fines and forfeitures, franchise and hotel taxes, licenses and permits, miscellaneous revenues, motor vehicle in-lieu revenues, program and services fees, property taxes, revenue from other agencies, sales taxes and utility user taxes. General Fund expenditures are related to capital equipment, contract services, internal services, repairs and maintenance, salary and benefits, supplies, training expenses, utilities and miscellaneous expenses.

The City’s General Fund incurs a majority of park capital and operations expenses. While parks and recreation services are highly valued, General Fund resources will always be competitive. Changing priorities and needs across all City services make the level of funding for parks and recreation less predictable. Further, there is no automatic increase in operations support funds with the passage of time or added facilities. While general fund dollars will continue to be an important funding source for parks and recreation (particularly operational costs), there are several other potential sources of funding to consider.

## ASSESSMENT DISTRICTS

An assessment district is a mechanism that allows cities to assess housing units or land parcels to maintain and improve street lighting, landscaping and parks that provide a special benefit to designated areas. Assessment districts help each property owner pay a fair share of the costs of such improvements over a period of years at reasonable interest rates. This ensures that the cost will be spread to all properties that receive direct and special benefit from the improvements constructed. Establishment of a new district or revision to an existing district requires a vote of the property owners. The majority of returned votes must be in favor of establishing the district.

## LANDSCAPE, LIGHTING AND PARK MAINTENANCE DISTRICT

The City manages the Landscape, Lighting and Park Maintenance (LLPM) special assessment district, which provides funds for park and parkway landscaping, lighting and park maintenance. The key services provided by the LLPM related to parks include lights, athletic fields, playgrounds, playground equipment, public restrooms, park furniture, site amenities and appurtenant facilities in public parks and recreation facilities within the boundaries of the City of Irvine. The territory included in the District is generally described as being conterminous with the boundaries of the City of Irvine, thereby covering the entire City.

This district is projected to bring in \$8.59 million dollars in revenue in Fiscal Year 2016-17. Total service costs are estimated at \$17.7 million for that fiscal year. The services eligible under the authorizing vote for this district will exceed these levels by \$9.1 million; the difference will be covered largely by the General Fund. It is possible to increase the per-parcel rate for this District, with a successful vote of a majority of property owners. While increased assessments are not generally popular, it is a resource to consider. As an existing source there is an established knowledge and logic to what it covers (i.e., dedicated to parks) and the enabling legislation allows for great flexibility in using LLPM resources for either capital or operational expenses (which is uncommon in most funding sources).

## MELLO-ROOS COMMUNITY FACILITY DISTRICT

The Mello-Roos Community Facilities Act of 1982 allows any county, city, special district, school district or joint powers authority to establish a Mello-Roos Community Facilities District (“CFD”) to finance public improvements and services. The services and improvements that Mello-Roos CFDs can finance include parks, as well as streets, sewer systems and other basic infrastructure, police protection, fire protection, ambulance services, schools, libraries, museums and other cultural facilities. Formation

of a CFD requires a two-thirds vote of residents living within the proposed boundaries. If there are fewer than 12 residents, then the vote is instead conducted of current landowners. The assessment cannot be based on property value; instead, it is based on the size of the property or square footage of structures. By law, the CFD is also entitled to recover expenses needed to form the CFD and administer the annual special taxes and bonded debt. The special assessment continues until bonds are paid off and then is typically reduced to a level to maintain the investments.

In the City of Irvine, Mello-Roos taxes are a funding mechanism used for nearly every community built since 1988. Newly constructed homes in Irvine also have the tax. Communities that do not have Mello Roos taxes include El Camino Real, Turtle Rock, University Park and most of Northwood and Woodbridge. This is due to the fact that these were some of the first Irvine communities built before 1988.

## Dedications and Fees

### PARK LAND DEDICATION AND IN-LIEU FEE (QUIMBY ACT)

The Quimby Act (California Government Code Section 66477) authorizes cities to require the dedication of land or to impose fees for park or recreational purposes as a condition of approval of certain types of residential development projects. Any land required to be dedicated and/or fees required to be paid are to be used to acquire new parkland or fund capital improvements at existing recreation and park facilities which will serve residents of the new development. Revenues generated through the Quimby Act cannot be used for the operation and maintenance of park facilities.

Pursuant to the Quimby Act, the Irvine's Parks and Recreation Element of the General Plan and the Subdivision Ordinance (Section 5-5-1004 of the Irvine Municipal Code) require developers to dedicate park land and/or improvements/amenities and/or pay fees in lieu of dedication, at a rate of five acres per 1,000 persons. The City of Irvine public park system is divided into two park categories: community parks and neighborhood parks. Neighborhood parks are further divided into public and private parks. The allocation of land and improvements is apportioned at two acres to community parks and three acres to public and/or private neighborhood parks.

### Eligible Minimum Improvements (Park Credits)

In addition to the dedication of land and/or park in-lieu fees, the City of Irvine allows the requirements of the Quimby Act to be satisfied through developer provision of eligible



minimum improvements, recreational amenities and design and improvement costs for the development of parks as an equivalent substitute for park dedication in-lieu fees or park land dedication requirements. The City prepared a schedule of recreational improvement values for public parks and private parks.

All projects seeking park dedication credit for minimum improvements, recreational amenities, design and construction costs, land off-site and/or in-lieu fees require an appraisal to assess the fair market value of land. The purpose of the appraisal is to estimate the cost for purchasing parkland within the development or with another development with similar characteristics.

The City's Park/Public Facility Standards provides guidance in acceptance of park land, collection of park fees, or provision of in lieu improvements and criteria for design of public and private parks.

## IMPACT FEES

An impact fee is a monetary exaction other than a tax or special assessment. It is charged by a local governmental agency to an applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of park facilities related to the proposed development project. The legal requirements for enactment of a development impact fee program are set forth in Government Code § 66000- 66025 (the "Mitigation Fee Act"), the bulk of which was adopted as 1987's Assembly Bill (AB) 1600 and thus are commonly referred to as "AB 1600 requirements." If a development impact fee does not relate to the impact created by development or exceeds the reasonable cost of providing the public service, then the fee may be declared a special tax and must then be subject to a two-thirds voter approval. Although the City of Irvine does have impact fees for schools, fire facilities, transportation and other infrastructure needs for new communities, it does not have impact fees for parks. The City relies on the Quimby Act (Section 5-5-1004 of the Irvine Municipal Code) to acquire and pay for new parks related to new development.

This served the City well as new major residential developments were established. However, as the type of development changes and the City matures, a fresh look at the methods of participation in the development of the park system is warranted. Quimby Act land dedication, and any fees or development in-lieu fees, are triggered by the subdivision of land. Many redevelopment projects, most notably multi-story residential or mixed-use buildings, do not require a subdivision and therefore contribute no additional funding to off-set the demand created by additional residential units. Conversely, impact fees would be triggered during the building permit process and they are based on the



the number of additional units, rather than the number of lots. The City has the ability to apply impact fees to residential, commercial or industrial development as each has a measureable connection (or nexus) to increased park use. To establish this connection, a nexus study is a step that the City should consider.

## USER FEES

Facility use and program fees are updated regularly and they are based on cost-recovery. Fees and charges apply directly to the users of facilities and programs, which provides a relatively direct line between the money paid and the service provided. These charges also capture some of the cost of providing services to those who do not live in Irvine. It is important to note that increases in these participation costs can also create a perceived barrier (financial or psychological) to the level of participation. This is generally most pronounced for lower income households. This effect should always be a consideration when participation fees are increased.

There are several fees and charges that may be used to fund park maintenance and operations.

### Facility-Use Charges

Facility charges generate revenue for parks by charging for the use of City facilities (e.g., sport fields, picnic shelters, pool usage, open space access and multi-purpose rooms at park facilities). These charges may cover direct costs generated by facility use, such as field lighting or trash removal. Rates may also be set higher to subsidize parks maintenance and address the long-term impacts of facility use. The Community Services Department established Public Facilities Reservation and Fee Policies and identifies the facility rental fees.

### Programming Fees

User fees for recreation programming generate revenue by charging users for some or all of the costs of providing services and materials. Charges for programming are often based on a cost-recovery strategy or fee philosophy determined by the City. The fee philosophy or cost-recovery strategy may partially subsidize (with General Fund or other revenue) some types of programs due to their community benefit, while requiring others to fully recover their cost. Some communities charge higher fees for non-residents than for residents. Some programming fees also include built-in charges for facility use, maintenance and even for ongoing capital reinvestment. The City of Irvine currently has programming fees for its aquatic, adult, adult sports, fitness, preschool,

senior, youth, youth sports, child services and afterschool and teen school year programs. The Revenue and Resource Estimates section of the City's budget provides a description, trend and revenue estimates for programming fees.

## **Entry Fees**

Park entry fees, day-use fees or parking fees are used by some larger jurisdictions to generate revenue for parks. These are more commonly seen at larger regional parks or for specialized facilities such as swimming pools or recreation centers, rather than at neighborhood and community parks. Some communities charge entry fees for certain special events. William J. Woollett, Jr. Aquatics Center and Northwood High School swimming pools have entry fees for open lap swimming sessions. Entry fees vary between adults (age 15 to 54), seniors (age 55 and over) and juniors (age 17 and under). Memberships are available to frequent users who want discounted entry fees.

## **Concessions**

Food, beverage and merchandise vendors or concessionaires that operate restaurants, coffee kiosks, rentals of equipment (such as bicycles or kayaks) or provide other revenue-generating facilities or services in parks can also generate excess revenues to support the park system. The City can set-up specific arrangements with vendors and concessionaires for these services. Vendors are also required to obtain a license from the City.

## **Park Sponsorships**

The City may solicit sponsors who are willing to pay for advertising, signage, facility naming rights, etc., generating funds to support operations. In addition, sponsors are often sought to support a particular event or program.

## **Miscellaneous Rentals**

Many cities and districts are evaluating a variety of opportunities to generate revenue in parks. For example, some agencies generate revenue from cellular phone towers or billboards on park land. Some agencies provide vendor pads with hookups, where food carts can be parked, offering a rental space rather than taking a portion of proceeds from vendor sales in a concessions agreement.

## Bonds

### GENERAL OBLIGATION BOND

The City has the authority to request voter approval for general obligation bonds to finance the construction of improvements to the park system with a time-limited property tax increase. Requirements for a high threshold of approval (two-thirds of voters) makes general obligation bond tax measures uncommon, but the time-limited nature of these measures (the tax expires when the bonds are paid-off) improves public perception in many cases. In many communities, parks and recreation polls among a city's top priorities and Irvine has a compelling mix of high-profile projects that could be packaged into an appealing bond measure. General Obligation bonds can only be used for capital improvements, not maintenance and operations.

### REVENUE BONDS

Revenue bonds are sold to finance revenue-generating facilities, such as community centers, performing arts centers and in some cases, sports complexes. The interest and capital are paid from the revenue produced from the operation of such a facility. Typically, the city issuing the bond will have to guarantee the repayment, meaning that if revenue does not cover the necessary payments, the city will be required to pay in some other way. This method is viable when there is a reliable, predictable revenue stream that is separate from the City's general funds.

## Partnerships

Many cities recognize the need to collaborate with volunteers, businesses, public and private agencies and others to support parks and recreation. These collaborative efforts can bring in significant revenue, labor and other resources for projects. Depending on the nature of the partnership, these efforts also can increase the city's expenditures to support park land owned by other park and recreation jurisdictions. Examples of some of Irvine's partnerships include relationships with the Irvine Unified School District, Irvine Ranch Conservancy and other agencies and organizations in Orange County that directly support the Irvine parks system.

### PUBLIC/PRIVATE OR PUBLIC/NON-PROFIT PARTNERSHIP

This concept is increasingly popular for park and recreation agencies. The public agency enters into a working agreement with a private corporation to help fund, build and/or operate a public facility. The public agency often will approach the partnership with one of three incentives: offering free land (often a park) on which the partner can place a facility, access to an existing facility or certain tax advantages.

While the City strives to provide a rich and diverse recreation system that supports a wide variety of community interests and pursuits, some recreation amenities may be difficult for the City to support on its own, given space, cost, capacity or other feasibility concerns. If there are strong local advocates or organizations dedicated to emerging or otherwise underrepresented interests and activities, the City may be able to partner with these groups to encourage new participation opportunities within the community. For example, rather than constructing and operating a specialized recreation facility at a community park, the City may be able to offer financial or staffing assistance to private or non-profit facilities. In exchange for this support, City residents could enjoy joint-use privileges at these facilities for nominal or no fees.

Should new or specialized recreation opportunities or enhancements be feasible at City parks, the City may be able to gather funding support from local organized sport groups, clubs and non-profit organizations. For example, a non-profit organization that regularly hosts events at City parks may be able to partner with the City to finance mutually-agreeable enhancements to said facilities. Through these and other types of partnerships, the City can continue to provide quality recreation opportunities for Irvine residents.

## **INTERAGENCY PARTNERSHIPS**

Partnerships between agencies are useful in terms of providing both facilities and programs. Irvine's partnership with the Irvine Unified School District is an example of an interagency partnership.

## **HOMEOWNER ASSOCIATIONS**

A city may negotiate agreements with developers during the development process for park operations and maintenance to be managed by homeowners associations (HOAs).

There are nearly 250 HOAs in the City of Irvine, with many of them taking on responsibilities based on their declarations of covenants, conditions and restrictions (CC&Rs). Such responsibilities can include: upkeep of common areas, private parks, playgrounds, clubhouses and fitness centers, athletic courts and swimming pool facilities. Associations fund their maintenance programs through association fees. These private facilities and parks are only accessible to residents residing within the HOA and the general public is typically restricted in accessing these facilities.

Homeowners associations can cover residential areas such as traditional single-family neighborhoods within larger master plan communities or residential condominiums and high-rise condominiums. Apartment communities are typically owned and managed by a single entity and are not subject to an HOA. Some HOAs within Planning Areas such as Woodbury, Westpark and Rancho San Joaquin may allow apartment residents to utilize HOA-owned neighborhood amenities (private neighborhood parks, pools and sports courts) within an area managed by a neighboring HOA.

Some residential neighborhoods are covered by both a Master HOA and a Sub-Association (Sub HOA). Sub HOAs are usually found within attached unit buildings and some clustered planned unit developments (e.g. smaller condominium communities). Typically, the Master HOA will focus on maintaining larger common areas (e.g., private parks) that serve a larger subdivision, while the Sub HOA will cover common areas such as smaller landscaped areas within the clustered planned unit development and the exterior of attached unit buildings.

## VOLUNTEERS

Volunteers can increase the quality and quantity of public services at a minimal cost while providing an opportunity for citizens to contribute to the betterment of their community. Studies suggest that for every \$1 invested in volunteers, a city can realize as much as \$10 in benefits. With tight fiscal conditions, more local governments are expanding volunteer programs. These can include individuals or groups who agree to take on specific tasks or perform certain services, such as maintenance, restoration, programming, capital development and special event support. Volunteers may provide direct and indirect support to the park system. For example, the Fine Arts Center in Irvine has a program for year-round volunteers to assist with ceramics, photography, jewelry and printmaking. Seasonal volunteer opportunities are also available for art festivals and art exhibit receptions. Other volunteer opportunities are available at the Turtle Rock Nature Center, Irvine Open Space Preserve, senior centers, The Great Park Farm + Food Lab and Animal Care Center.

## PARTNERSHIPS WITH COMMUNITY ORGANIZATIONS

A city may craft agreements with various community organizations for park improvements, operations and maintenance. Many park agencies work with organizations to develop or help develop facilities such as dog parks, community gardens, disc golf courses, mountain bike and other trail networks, bicycle skills courses and conservation projects (such as native plant restoration). In some communities,

neighborhood groups fund projects such as new playgrounds, sports organizations, sports field improvements or maintenance. This type of partnership requires careful consideration and the crafting of agreements to clarify roles and responsibilities.

## Grants and Technical Assistance

### GRANTS

Many park improvement projects would be competitive for State and Federal grant programs. There are two important considerations for evaluating grant-funding opportunities. The first is, with many different programs, significant staff or consultant time is necessary in order to track, administer and manage grant-funded projects. The second consideration is that nearly all government grant programs require some level of local matching funds.

### PRIVATE GRANTS AND FOUNDATIONS/PHILANTHROPY

Grants and foundations provide money for a wide range of projects and make awards based on criteria related to their mission and funding priorities. Public agencies are often not eligible for funding from these sources, but registered non-profits are eligible. In some cities, parks conservancies or friends' groups pursue private funding. In the right circumstances, foundations may provide funding assistance for larger capital improvement projects or specific programs, such as specialized facilities that are consistent with their mission statement and philanthropic values.

An example of a friends group is the Friends of Outreach, an Irvine-based, non-profit organization that helps support the City of Irvine senior outreach programs. The all-volunteer group conducts service projects, fund-raising programs and weekly social activities at Lakeview Senior Center.

### GOVERNMENT GRANT PROGRAMS

There are a number of government grant programs available for park and recreation projects. Key programs are:

#### Recreation Trails Program

This is a grant program funded through the California Parks and Recreation Department. Projects eligible under this program include: 1) maintenance and



restoration of existing trails, 2) development and rehabilitation of trailhead facilities, 3) construction of new recreation trails and 4) acquisition of easements and fee simple title to property. Grants are distributed on an annual basis and require a 20 percent match.

### **Habitat Conservation Fund**

This is a grant program funded through the California Parks and Recreation Department Office of Grants and Local Services, which administers this fund and allocates approximately \$2 million each year to cities, counties and districts. Projects eligible under this program include nature interpretation programs, protection of plant and animal species and acquisition and development of wildlife corridors and trails.

### **Land and Water Conservation Funds**

This grant program is funded by the National Park Service and administered by California State Parks. In the past this was one of the major sources of grant money for local agencies, but starting in the 1990's this grant program was severely cut. The funds can be used for acquisition and development of outdoor facilities and require a 50 percent match.

### **US Fish and Wildlife Service (USFW)**

USFW may provide technical assistance and administer funding for projects that enhance water quality, including debris removal, flood mitigation and enhancements to water crossings.

### **California Department of Fish and Wildlife (CDFW)**

CDFW may provide technical assistance and administer funding for projects that enhance water quality, including debris removal, flood mitigation and enhancements to water crossings.

### **State Bicycle Funds**

A portion of the revenue from state gas taxes is distributed to California cities for the development of bicycle lanes. This can be a good funding source for developing bicycle lanes and off street bicycle trails.

## **Motor Vehicle Emissions Reduction Grants**

The South Coast Air Quality Management District (AQMD) administers this grant, which offers competitive funding for projects that provide significant motor vehicle emission reductions at the lowest cost per ton of emissions reduced. This could include air quality related studies, bicycle facility improvements and bicycle-safety enforcement. Bicycle facility improvement projects include those that promote bicycle use for commuting and other utilitarian trips including Class I, Class II and Class III bike routes.

## **Other Funding Sources**

### **DONATIONS**

The donations of cash, land or in-kind services by service agencies, private groups or individuals can be an effective way to raise money for specific projects. The Friends of Outreach, a non-profit, 501 (c)(3) group is set up to take tax-deductible donations.

### **EXCHANGE OF PROPERTY**

If the City has an excess piece of property with some development value, it could be traded for a private piece of property more suitable for park use.

### **PUBLIC LAND TRUSTS**

Land trusts such as the Trust for Public Land, Inc. and the Nature Conservancy will acquire and hold land for eventual acquisition by a public agency or community land trust. These private and nonprofit organizations can also assist local agencies in identifying land for protection, as well as help raise funds through charitable campaigns and legislative or voter initiatives to acquire open space lands

### **UNIQUE FUNDING OPPORTUNITIES**

It may be possible to gather funds for park improvements and enhancements in other unique and creative ways. For example, residents and local businesses could purchase benches, shade structures or paver bricks that could be added to public parks. While helping mitigate City costs for construction and development, these strategies could also foster an elevated sense of ownership and community pride in the park system.

Investment in the park system will require funding commitments from a variety of sources. While initial factors associated with project prioritization revolve around community need and demand, cost considerations are also important components. A full project assessment cannot be completed without cost estimates and potential funding sources. As the City moves forward with implementation of the *Master Plan*, these funding options must be carefully considered.

## NEXT STEPS

Irvine possesses a robust network of parks, trails and open spaces that serve a diverse array of interests. Moving into the future, the City will find itself in the enviable, although potentially challenging, position of deciding which enhancement efforts could best elevate this already-exemplary public park system.

Implementation will be guided by the innovative visions, opportunities and recommendations described throughout this *Master Plan*. By relying on community feedback and responding to evolving needs and expectations, implementation of the *Master Plan* recommendations will ensure that Irvine's parks remain vital assets to our diverse, thriving and active community.

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## APPENDIX A: Parks and Open Space Inventory

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## APPENDIX A: PARKS AND OPEN SPACE INVENTORY

Appendix A presents three inventory tables that document the acreage and facilities associated with public parks, regional parks and open space in Irvine:

*Table A-1: Irvine Parks and Park Facility Inventory by Classification*

*Table A-2: Regional Parks Inventory*

*Table A-3: Irvine Open Space Inventory*

These public sites are owned, operated and/or managed by the City of Irvine, with the exception of William R. Mason Regional Park, which is under the jurisdiction of the County of Orange.

The City classifies public parks as community parks, neighborhood parks and special use sites, as shown in Table A-1. The City also provides recreation opportunities at the Orange County Great Park (Table A-2), in open space areas (Table A-3) and trail corridors. These recreation resources are summarized below:

### COMMUNITY PARKS

Community parks are medium to large, multi-purpose parks that serve as “village hubs” for the entire community. Ranging from 10 to 48 acres in size, they typically support a variety of recreation opportunities and provide specialized facilities such as sports fields and courts, thematic playgrounds, and community centers. Community parks provide a majority of the athletic facilities in Irvine. These parks typically support organized recreation programs, special events and large-group gatherings. They serve residents and visitors with many different interests. Examples of community parks in Irvine include Colonel Bill Barber Marine Corps Memorial Park, Heritage Community Park and Harvard Community Park.

### NEIGHBORHOOD PARKS

Neighborhood parks are smaller parks that provide access to green space and essential recreation opportunities, typically for residents who live within walking or biking distance of the park. Ranging from one to 10 acres in size, these parks provide facilities such as playgrounds and picnic areas to support small group gatherings and drop-in use. Larger neighborhood parks provide athletic fields, basketball courts, volleyball courts and similar facilities. Examples of public neighborhood parks in Irvine include Orchard Park, San Carlo Park and Chaparral Park.

In addition to public neighborhood parks, homeowners associations own and manage many private neighborhood parks throughout the City for the residents of their communities.

## SPECIAL USE SITES

Special use sites offer unique amenities and stand-alone facilities that serve a citywide audience. Examples are the Irvine Animal Care Center, Central Bark Dog Park and Sepulveda Vista Point.

## ORANGE COUNTY GREAT PARK

The OCGP is the City's largest park, currently in development at the site of the former The Marine Corps Air Station El Toro. El Toro operated from 1943 to 1999 as the home of Marine Corps aviation on the West Coast. Upon its closure, the County of Orange was tasked with developing a Community Reuse Plan to guide future development of the former base. After initial plans to build an international airport on the site met with extensive opposition, Orange County voters passed "Measure W" in 2001, which authorized the repurposing of the former military base for a large regional-scale park and mixed-use development. Heritage Fields, a private developer, purchased the land in 2005 and, as a prerequisite to enhanced private development intensity, entered into a development agreement with the City of Irvine that, among other things, required it to transfer 1,347 acres to the City of Irvine to develop the OCGP. A master plan for development of the OCGP was approved in 2007 and modified in 2011 and 2014. When complete, the park will span over 1,200 acres. Currently, more than 200 acres are developed (as of 2015) and 688 acres are in planning and design, and grading phases. Since a master plan for this site has been established, no specific facility recommendations for the OCGP are made in this *Master Plan*.

## OPEN SPACE

Throughout its development history, Irvine has taken careful precautions to preserve its natural resources and wildlife habitats. Today, Irvine is home to more than 6,500 acres of wetlands, oak woodlands, grasslands and coastal sage scrub. Much of the City's open space restricts public access, but a few preserves allow visitor use or are designed as trail corridors to encourage use. Irvine's open space areas include the JOST, Southern Open Space Preserve, Northern Open Space Preserve, and Turtle Rock Open Space.

## REGIONAL TRAILS

Irvine has a robust system of bikeways and trails that allow visitors to traverse on foot, wheel and horseback. The 355 miles of bikeways and regional trails are developed and maintained according to the City's 2011 *Bicycle Transportation Plan*. Regional trails are paved paths with their own rights-of-way that give joggers, cyclists, skaters and others a safe place to travel.

## RESOURCES PROVIDED BY OTHERS

In addition to the City's public park system, residents of Irvine have access to park and recreation resources provided by school districts, their homeowners associations and the County of Orange. Private gyms, golf courses and commercial recreation providers (such as dance, yoga or martial arts studios) also give residents additional access to various programs. Third-party providers of recreation opportunities in Irvine include:

- County Parks such as William R. Mason Regional Park (see Table A-3)
- Schools
- Colleges and Universities
- Private Neighborhood Parks
- Private Facilities

The City of Irvine partners with school districts, local colleges and other organizations to maximize park and facility resources for the community. A joint-use agreement between the City and IUSD allows sports leagues to utilize school fields and indoor gymnasias. High school students use the City's William Woollett Jr. Aquatics Center located at Heritage Community Park (adjacent to Irvine High School). Many of the City's park facilities are adjacent to schools, which in turn maximizes recreational amenities and open grass areas for local residents. Map A-1 identifies the location of parks in proximity to schools, colleges and universities that also provide recreation resources to the community.

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Table A-1: Irvine Parks and Park Facility Inventory by Classification

CITY PARKS	Acreage	ATHLETIC FACILITIES										OUTDOOR RECREATION FACILITIES						INDOOR FACILITIES					TRAILS			PARK AMENITIES						OTHER		NOTES/OTHER			
		Ball Diamond	Soccer Field	Batting Cages	Volleyball Court	Disc Golf Course	Fitness Par Course	Basketball Court	Tennis Court	Racquetball / Handball Court	Shuffleboard Court	Pool	Child Play Area	Open Play Area (Turf)	Amphitheater / Stage	Lake / Pond	Horseshoes	Group Picnic Area	Community Center	Nature Center	Senior Center	Fine Arts Center	Other	Off-Street Trail Access	Soft-surfaced Trail / Nature Trail	Hard-surfaced Trail	Restrooms	Drinking Fountains	Concession Stand	Outdoor Sinks	Picnic Tables	Barbeques	Electrical Outlets	Bounce Houses Allowed w/ permit	Adjacent to School		
Community Parks																																					
Bommer Canyon	15.0				1 u								1	1		•	1						1	•	•		2	1			25	1	•			Creek, restricted hours, gated; cookhouse	
Colonel Bill Barber Marine Corps Memorial	48.0	4	3	4 u				6				2	1	1			6						1	•			5	17	2		24	4	•	•r		Tennis office, roller hockey facility	
Cypress	17.9	2	1				1	3				1	1					1								1	5			8	6	•					
David Sills Lower Peters Canyon	10.3		1					8				1														1	2			8	2						
Deerfield	10.1				2	1	1		4	2		2	1				1	1								1	5		1	11	4	•	•r	•			
Harvard	26.9	7	4	4 u													1	1					•			2	8	1		10	5	•			Harvard Sk8 Park (Skate Park)		
Heritage	36.5	3 1bu	3		1 u			3 1hu	12	2		3	2	1	1	1		1	1			1	2				4	11			29	22		•r	•	Child Resource Center, Athletic Building, Youth Program Center, William Woollett Jr. Aquatics Center	
Hicks Canyon	16.7	2	2									1	1				2						•			1	3	1		6	4	•					
Las Lomas	18.3	2	2				2	2	1 u			2	1				2	1								1	6	1		14	7			•			
Mark Daily Athletic Fields	9.8	4 1b	2	2 u																			•			1	2					•					
Mike Ward - Woodbridge	22.0				1 u			2		4	1				1	•	1			1			•			3	2			4	2	•	•r		Lakeview Senior Center/ Adult Day Health Care Services Center		
Northwood	17.7	2 1bu	2 u			1	2 hu	2	2 u	1		1	1				2	1								3	4			14	4	•	•r		1/2 mile track		
Oak Creek	11.7	1 bu	2									2					1									1	2			8	8	•					
Quail Hill	16.0	2	3				2										1						•			1	4			3	2	•			Trail crossing to stage area		
Rancho San Joaquin	2.1																			1		1				1	1				1	•			Rancho Senior Center, Historical Society Museum		
Trabuco Center	2.6																			•															Senior and Multigenerational Community Center		
Turtle Rock	25.1	1 bu			1				4			3	1	1			1	1	1				•	•		2	5			28	12	•	•r		Creek		
University	16.3	1	3		2			1 h	4	3		2	1				3	1								1	3			12	2	•		•	Adventure Playground		
Windrow	18.9	2	1	4 u				1 h															•			1	3	1		4		•					
Woodbury	10.7	2	1 u					2				2	1				3	1					•			1	2			11	4	•	•r	•			
Community Parks Subtotal	352.6	35	30	14	8	1	2	16	45	14	2	3	21	11	5	1	2	26	9	1	3	1	5	10	2	0	33	86	6	1	219	90	15	7	5		
Neighborhood Parks																																					
Alderwood	0.7													1													1			3			•				
Blue Gum	2.7				1 u							1	1														1			2	3		•				
Brywood	6.0	2 u	1 u									1	1				1										1		1	7	6			•			
Canyon	3.4							1 hu				1	1													1	1			3	2		•				
Carrotwood	3.1		1 u		1 u			1 u				1	1				1 u										1				1						
Chaparral	9.6						1					2	1										•				1			6	6						
Citrusglen	3.1								4			1	1				1						•			1	1			4	2	•	•				
College	7.6				1 u							1	1														1			10	7		•	•			
Comstock	1.0							1 u				1	1				1									1	1			3	2	•	•				
Coralwood	2.7											1	1														1			6	2		•	•			
Creekview	0.7																						•				1			3							
Cypress Grove	9.4	1 u	1 u	1 u				1 u				1	1													1	3			8	6			•			
Dovecreek	7.8	2 u	1 u									1					1						•			1	3			4	2	•		•			
Flagstone	2.3												1				1						•				1			7	2		•				
Hoepfner	2.2								2			1	1										•				2						•				
Homestead	2.1								3			1	1				1						•			1	3			4		•	•				
Knollcrest	5.0								2			2					1									1	4			4	2	•	•				
Meadowood	10.1	2 u	1 u		1			1 u				1	1				1									1	1			8	2	•		•			

CITY PARKS	Acreage	ATHLETIC FACILITIES										OUTDOOR RECREATION FACILITIES						INDOOR FACILITIES					TRAILS			PARK AMENITIES							OTHER		NOTES/OTHER			
		Ball Diamond	Soccer Field	Batting Cages	Volleyball Court	Disc Golf Course	Fitness Par Course	Basketball Court	Tennis Court	Racquetball / Handball Court	Shuffleboard Court	Pool	Child Play Area	Open Play Area (Turf)	Amphitheater / Stage	Lake / Pond	Horseshoes	Group Picnic Area	Community Center	Nature Center	Senior Center	Fine Arts Center	Other	Off-Street Trail Access	Soft-surfaced Trail / Nature Trail	Hard-surfaced Trail	Restrooms	Drinking Fountains	Concession Stand	Outdoor Sinks	Picnic Tables	Barbeques	Electrical Outlets	Bounce Houses Allowed w/ permit	Adjacent to School			
Orchard	6.0	1 <sup>u</sup>	1 <sup>u</sup>					2				2	1				1									1	1				8	3						
Pepperwood	3.1											1	1														1					4		•				
Pinewood	2.1											2	1				1										1				6	4		•				
Plaza	7.7	1 <sup>u</sup>	1 <sup>u</sup>									1					1									1	2				11	6	•		•			
Presley	2.9				1							2	1				2											2			6	6		•		•		
Racquet Club	2.2								2			1	1														1			2	1		•					
Ranch	8.7											1	1				1														2		•					
San Carlo	6.0								2			1	1				2										1			12	5		•	•				
San Leandro	4.0	2 <sup>1u</sup> 1bu	1 <sup>u</sup>									2	1				1									1	1				9	2			•			
San Marco	5.1							1 <sup>u</sup>				1	1				1						•			1	2				6	2		•				
Settlers	6.0		1 <sup>u</sup>		1 <sup>u</sup>			2				1	1				1									1	2				6	3	•		•			
Silkwood	3.9				1 <sup>u</sup>							1	1										•				1				4	1		•				
Stonegate	6.0	1 <sup>u</sup>	1 <sup>u</sup>		1 <sup>u</sup>			2	2			2					1									1	4				6	2						
Sweet Shade	7.9							2 <sup>u</sup>				2	1				1	1	1							1	3				4	2	•	•		1/4 mile track		
Sycamore	6.9											1	1				2										1				7	3		•				
Valencia	6.0		1 <sup>u</sup>									1	1				1						•			1	1				4	2	•	•	•			
Valley Oak	3.0							1 <sup>u</sup>	2			1	1				1						•			1	1				8	6	•	•				
Willows	3.6							1 <sup>u</sup>				1	1				2										2				5	2		•				
Neighborhood Parks Subtotal	170.6	12	11	1	8	0	1	16	19	0	0	0	41	31	0	0	0	28	1	0	0	0	0	11	0	0	17	55	0	1	186	101	11	24	12			
Special Use Sites																																						
Animal Care Center	5.0																					4					2	2								Cat building, 2 dog kennel buildings, Building Number 13		
Bommer Vista Point	0.5																						•			1	1						•					
Central Bark Dog Park	2.8																									1	1								Off leash areas (large/small dog areas), porta-potties, dog drinking fountains			
Sepulveda Vista Point	1.3																													3						Restricted hours, gated		
Special Use Sites Subtotal	9.6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	1	0	0	4	4	0	0	3	0	1	0	0				
Totals for Park Facilities	532.8	47	41	15	16	1	3	32	64	14	2	3	62	42	5	1	2	54	10	1	3	1	9	22	2	0	54	145	6	2	408	191	27	31	17			

Revised 05/04/16

u Unlighted  
h Half court only  
b Backstop only  
r Reservable



Table A-2: Regional Parks Inventory

Other Providers	Acreage	ATHLETIC FACILITIES										OUTDOOR RECREATION FACILITIES							INDOOR FACILITIES					TRAILS			PARK AMENITIES							OTHER		NOTES	
		Ball Diamond	Soccer Field	Batting Cages	Volleyball Court	Disc Golf Course	Fitness Par Course	Basketball Court	Tennis Court	Racquetball / Handball Court	Shuffleboard Court	Pool	Child Play Area	Open Play Area (Turf)	Amphitheater / Stage	Lake / Pond	Horseshoes	Group Picnic Area	Community Center	Nature Center	Senior Center	Fine Arts Center	Other	Off-Street Trail Access	Soft-surfaced Trail / Nature Trail	Hard-surfaced Trail	Restrooms	Drinking Fountains	Concession Stand	Outdoor Sinks	Picnic Tables	Barbeques	Electrical Outlets	Bounce Houses Allowed w/ permit	Adjacent to School		
Regional Parks																																					
Orange County Great Park	230.0		4					#					1	1	1	1						1	1		•											Gallery, Artist's studios, demonstration garden, farmer's market, Walkable Historic Timeline, Visitors Center, Great Park Balloon, Carousel, Special event space, Festival site	
William R Mason Regional Park	339.0	2					3		6				3	1	1	1	•	1					•	•	•	3					21					123 acre golf course	
Orange County Parks Subtotal	569.0	2	4	0	0	0	3	4	6	0	0	0	4	2	2	2	1	1	0	0	0	1	1	1	1	2	3	0	0	0	21	0	0	0	0		
Totals for Other Providers	569.0	2	4	0	0	0	3	4	6	0	0	0	4	2	2	2	1	1	0	0	0	1	1	1	1	2	3	0	0	0	21	0	0	0	0		

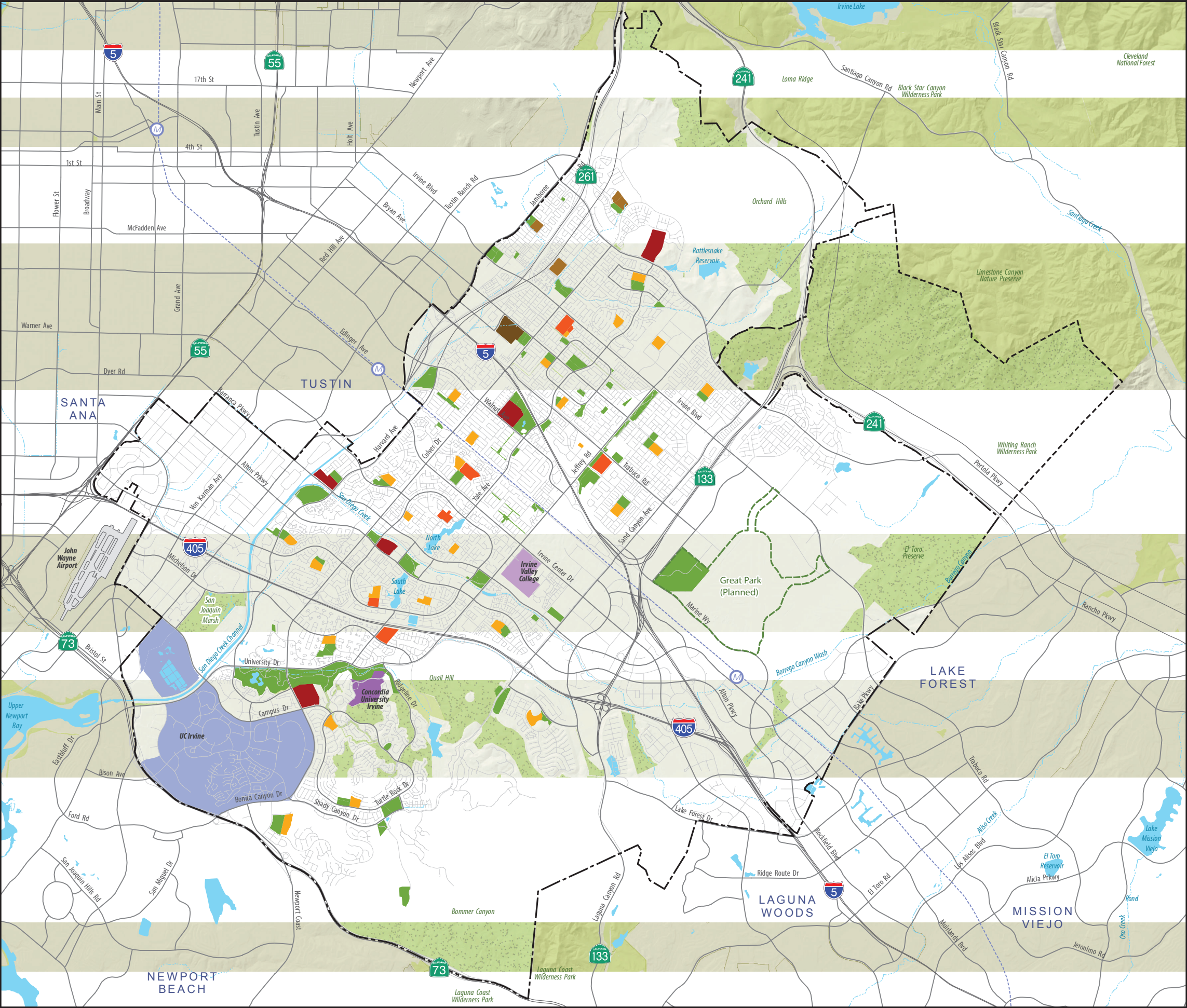
Revised 05/04/16

u Unlighted  
h Half court only  
b Backstop only  
r Reservable

**Table A-3: Irvine Open Space Inventory**

CITY OPEN SPACE	Developed Acreage	Undeveloped Acreage	Total Acreage	Developed Amenities & Facilities								Programming Opportunities			
				Hard-surface Trail	Soft-surface Trail	Interpretive Signage Trailhead	Picnic Tables	Shelter	Parking	Restroom	Guided Hikes	Self Guided Hikes	Nature Interpretation	Environmental Education	
Southern Open Space Preserve		1,880.5	1,880.5												
Bommer Canyon Trailhead	3.2		3.2		●		1				1	●	●	●	●
Quail Hill Trailhead	2.8		2.8		●		1	4			1	●	●	●	●
Northern Open Space Preserve		4,554.8	4,554.8												
Orchard Hills Trailhead	1.7		1.7		●		1	2		1	1	●		●	●
Jeffrey Open Space Trail (JOST)	35.5		35.5	●	●			4			1				
Turtle Rock Areas		75.7	75.7												
Totals for Open Space	43.2	6,511.0	6,554.2	1	4	0	3	10	0	1	4	3	2	3	3

Revised 05/04/16



IRVINE PARKS  
MASTER PLAN

Map A-1: Proximity of Schools  
and Colleges to Parks

Schools

Irvine Unified School District

- Elementary Schools
- Middle Schools
- High Schools

Tustin Unified School District

- Elementary Schools
- High School

Colleges and Universities

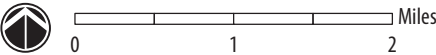
- Irvine Valley College
- Concordia University Irvine
- UC Irvine

Parks and Open Space

- Parks
- Irvine Open Space
- Surrounding Open Space

Base Map Features

- Irvine City Boundary
- Irvine Sphere of Influence
- Major Streets
- Metrolink Line and Stations
- Creeks/Drainage Channels
- Water Bodies



April 2016  
Sources: City of Irvine, OCTA and OC Parks.

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## APPENDIX B:

# Community Outreach Findings Summary

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## APPENDIX B: COMMUNITY OUTREACH FINDINGS

An extensive, multi-faceted community outreach program was conducted to collect public opinion and identify the priorities of diverse cross sections of Irvine's population for the development of the Parks Master Plan.

### METHODOLOGY

Between January 2015 and March 2016, MIG and City of Irvine staff coordinated and facilitated the outreach activities listed in Table B-1 below. Each activity was designed to reach a targeted audience as noted in the *Master Plan Public Engagement Plan*.

**Table B-1: Outreach Activities**

Activity Name	Dates	Total Participants
Stakeholder Interviews	01/29/15-04/28/15	29
Focus Groups	02/17/15-05/28/15	109
Community Intercept Events	02/28/15-03/30/15	690
Mapita Online Questionnaire	02/17/15-04/13/15	450
Parks and Recreation Telephone Survey	03/18/15-03/25/15	400
Community Services Commission Meeting	04/01/15	30*
Sports Committee Meeting	04/14/15	25
Sports/Aquatics Online Questionnaires	04/14/15-5/06/15	1
Community Workshop #1	06/03/15	17
Webpage Emailed Feedback	01/01/15-07/21/15	60
High School Youth Action Team Survey	05/13/15-06/02/15	128
Plan Development Workshop	10/01/15	16
City Council Meeting	10/13/2015	35*
Community Workshop #2	10/29/15	36
Planning Commission Meeting #1	12/3/15	30*
Planning Commission Meeting #2	01/21/16	30*
Irvine Residents with Disabilities Advisory Board (IRDAB) Meeting	03/01/16	12
<b>Total</b>		<b>2,098</b>

\*Attendance figures for Commission and City Council Meetings are estimates.

Nearly 2,100 participants shared their insights regarding desired amenities and preferences for parks, recreation facilities, open space, trails, programs and events. To ensure that the *Master Plan* reflects the priorities and needs of the community, the public engagement process involved targeted audiences and as many people as possible, including Irvine residents, parks users, community leaders and special interest groups. For a complete description of methodologies employed, please see the individual summaries for each outreach activity, available as a technical supplement to the *Master Plan*.

An overview of the activities follows:

- **Stakeholder Interviews:** A total of 11 small-group stakeholder interviews were conducted with representatives from community organizations, City departments, other government agencies, and the development community. Stakeholders provided feedback on challenges, opportunities and ideas in specific subjects related to Irvine parks, recreation facilities, programs, open space and trails.
- **Focus Groups:** A total of eight focus group meetings were held with members of local advisory committees, boards, special interest groups, and non-profits. The meetings included facilitated discussions about the vision for Irvine parks and open space, as well as existing issues, opportunities and challenges in the parks and recreation system.
- **Community Intercept Events:** Interactive display boards were set up at five community events in parks to collect feedback regarding user experiences, attitudes, behaviors and preferences. Participants used “dot” stickers to indicate their answers to specific questions on the boards. Intercept events occurred at the Bill Barber Community Park Softball Opening Ceremonies, Orange County Great Park Farmer’s Market, Bommer Canyon Wilderness Access Day, Northwood Community Park and the Heritage Park Teen Concert. This outreach strategy helped reach community members who may not otherwise have participated in the master planning process by effectively bringing participation opportunities to them.
- **Mapita Online Questionnaire:** An online mapping tool called Mapita was used to collect public feedback on park visitation and use, favorite park and recreation opportunities and barriers to park access. Approximately 450 participants used Mapita to identify and reference specific geographic locations in correlation with their answers to place-based questions. Participants marked locations with digital “pins” on the online map before answering multiple choice and open-ended questions.

- **Parks and Recreation Survey:** A total of 400 Irvine residents participated in a random-sample phone survey, which collected statistically-representative data on the recreation activities and system enhancements desired by City residents, including people with and without a specific interest in parks and recreation.

- **Community Services Commission Meeting:** MIG presented to the Commission to provide an overview of the planning process, strategies for outreach, preliminary findings and next steps. The commission provided input on key issues for the *Master Plan*.

- **Sports Committee Meeting:** At a regular quarterly meeting held on April 14, 2015, the Irvine Sports Committee met to discuss sports field and facility needs, the equitable distribution of facilities and programs, field allocation, policies and fees and sports facility funding priorities.



Intercept board used at community event

- **Sports/Aquatics Online Questionnaires:** In conjunction with the regular meetings of the Irvine Sports Committee and the Irvine Aquatic Advisory Board, committee and board members completed an online questionnaire to provide detailed input regarding athletics and aquatics needs.
- **Community Workshops:** Two community workshops were held to test and affirm themes and opinions collected through completed outreach efforts. The workshops featured a mix of engagement strategies, combining group exercises with go-at-your-own-pace activity stations and an interactive priorities survey. Areas of input included community values, visitation patterns, desired experiences and barriers to access in Irvine parks.

- **City Council Meeting:** City staff delivered an update on the community engagement process, the existing system summary and the needs assessment to City Council on October 13, 2015. The Council provided comments and raised issues the *Master Plan* should address. A potential timeframe for adoption hearings was also discussed.
- **Webpage Emailed Feedback:** A City webpage was developed to present the planning process and encourage Irvine residents to sign up for email notification about public involvement opportunities. The webpage also provided a dedicated email address (ParksUpdate@cityofirvine.org) that residents could use to provide feedback or questions to City staff.
- **High School Youth Action Team Survey:** From May 13 to June 2, 2015, members of the High School Youth Action Team (HSYAT) completed surveys to provide feedback on their favorite parks, the ways in which they access those parks and the activities they pursue while visiting parks in Irvine. HSYAT consists of students from Irvine's six public high schools.
- **Plan Development Workshop:** On October 1, 2015, an informal work session was held at the Irvine Civic Center, Conference and Training Center between City staff from the Department of Community Services, Department of Community Development and MIG. The purpose of the workshop was to ensure that both departments had an opportunity to provide initial direction and content suggestions for the Parks Master Plan.
- **Planning Commission Meetings:** City staff presented to the Planning Commission on December 3, 2015 and January 21, 2016 to provide updates on the Parks Master Plan.
- **Irvine Residents with Disabilities Advisory Board (IRDAB) Meeting:** City staff presented an update on the Master Plan process on March 1, 2016.

## COMMUNITY VALUES

During the stakeholder interviews and focus group meetings, participants shared their ideas of what matters most for parks, programs, facilities, open space and trails. A preliminary list of community values was compiled from these ideas. As overall outreach efforts progressed, this list was continuously refined. Ultimately, five values emerged consistently across outreach activities. These are noted in the sidebar to the right.

Since the City is known for providing first-class recreation opportunities for its residents, values relating to resident perception of Irvine's park system are of particular importance. Throughout the engagement process, participants expressed recognition of and tremendous appreciation for the high quality of parks and recreation facilities already provided. In the telephone survey, for example, nearly 90% of participants reported that existing parks and recreation facilities did an excellent (47.4) or good (39.3) job in meeting their household's recreation needs. More broadly, the responses and comments provided by participants suggest the relative value of new recreation opportunities. This too indicates the positive perception of the system overall and residents' desire to remain at the forefront of recreation trends.

## Values

Based on outreach activities, the following values matter most to the community for parks, programs, facilities, open space and trails in Irvine.

- Access
- Diversity
- Education
- Excellence
- Health

## KEY THEMES AND PRIORITIES

From the outreach activities collectively, several themes and community priorities emerged that were common across activities. These are noted in the sidebar and summarized in alphabetical order as follows:



### Connectivity and Access

Results from outreach activities revealed that convenient and safe access to parks, outdoor recreation and open space areas is a great priority. This includes a consideration of the ways in which people travel to parks, the distance they have to travel and the ability to park safely when they arrive. Ensuring access through Americans with Disabilities Act (ADA) compliance was also an important topic. Additionally, participants in the various outreach forums expressed an interest in trails that connect parks, recreation facilities and open spaces to other community destinations and that support both recreation and active transportation, such as bicycling and walking.

## Outreach Themes

Key outreach themes:

- Connectivity and Access
- Diversity
- Education
- Evolving Needs
- Flexibility
- Health, Wellness, Outdoors
- Partnerships
- Standards and Maintenance



### **Diversity of Activities, Amenities and Facilities**

Participants consistently articulated their desire for a greater variety of recreation opportunities and park spaces. Flexible indoor recreation facilities and active use gymnasiums were especially highlighted as a need throughout the engagement process. Following the same trend outdoors, parks with a variety of recreation opportunities were among respondents' favorite and most frequently visited places. This was illustrated most vividly at the intercept events, where participants expressed a desire to see more of all park facility elements in almost equal proportions. Provision of additional and enhanced types of facilities, particularly those that incorporate support amenities such as restrooms, drinking fountains, shade and Wi-Fi, will be most appreciated by users.



### **Education**

Opportunities to integrate education within park activities and programs emerged as a priority for the community. Participants pointed to education programs as a means to engage youth in nature conservation and outdoor learning. Providing reading, creative, scientific and academic opportunities was also identified as important. Also, several key park sites have unique opportunities to integrate historical, educational and interpretive features.



### **Evolving Needs**

Responses suggested an understanding by participants that changing demographics present a shift in park demands. For example, seniors, teens and single young adults seek different park activities and facilities than families with children. The parks, recreation and open space system will need to address the growing diversity in age, culture, abilities and needs. The recreation needs associated with population growth—particularly in new residential developments and in new mixed used areas in the IBC—presents additional strains on the existing park and recreation facilities, which should also be taken into account in planning for the future.





### **Flexibility**

Because Irvine includes many different user groups with different interests, recreation needs and skill levels, residents noted that flexible recreation spaces are important to accommodate a variety of uses and serve different groups of people. For example, multipurpose athletic fields and courts can support several different types of sports activities within the same field or facility. Outdoor park space with open turf areas were noted as a way to accommodate active and passive recreation at different times of the day. Participants also noted that facilities and activities should be flexible in order to accommodate casual users, self-directed play and drop-in activities.



### **Health, Wellness and the Outdoors**

Engaging in physical activity exercise and enjoying the outdoors were mentioned frequently as the top reasons for visiting Irvine parks and open space. Responses in multiple outreach forums noted both needs and opportunities to increase the numbers of facilities, programs and activities that support fitness and healthy living. Connecting people to nature and providing opportunities to play outdoors are key priorities for Irvine residents.



### **Partnerships**

Collaboration between the City, other government agencies, businesses and non-profit organizations was discussed by participants in the focus groups and interviews. Suggestions included creating or expanding partnerships with local school districts for programs and shared-use facilities, developing partnerships with non-profit organizations to create “park champions” that can build, restore and repair trails and open spaces, and exploring possible partnerships with private companies to fund additional facilities and programs.



### **Standards and Maintenance**

Results from the focus groups, stakeholder interviews and surveys indicated an overall appreciation and pride in the high standards Irvine upholds in its parks, facilities, programming and park maintenance. Respondents also expressed the importance of maintaining this high quality over time as the parks system grows and the parks age.

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## APPENDIX C: Parks and Park Facility Standards

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## APPENDIX C: PARKS AND PARK FACILITY STANDARDS

The City of Irvine defines service level standards for parks and recreation facilities in four documents:

- *City of Irvine General Plan (1995)*: Adopted by City Council in 1999 and supplemented in August 2012, the General Plan provides goals, objectives and policies for parks, recreation and open space.
- *Parks and Park Facilities Standards (2015)*: Adopted by the Planning Commission in September 2015, these standards provide guidance in acceptance of park land, collection of park fees or provision of in lieu improvements, and criteria for design of public and private parks. The 2015 document re-adopted the same facility standards that were originally developed in 1988 and refined and adopted in 2005.
- *Irvine Municipal Code Subdivision Ordinance (2015)*: Adopted on April 28, 2015, and amended on August 11, 2015, the standards described in Section 5-5-1004 set out the conditions for when fees or park land dedication are required for proposed subdivisions.
- *City of Irvine Zoning Ordinance (2015)*: Adopted on April 13, 2010 and amended on August 11, 2015, Section 2-22-1 of the Zoning Ordinance provides guidance and regulations for park plan and park design to address and resolve major issues associated with the development of public and private parks.

Standards for park land and park facilities are summarized in this appendix for reference. Chapter 2 provides guidance for updating these standards.

### CURRENT PARK LAND STANDARDS

Irvine's park land requirement is to provide five acres of park land/or fees in lieu for every 1,000 residents, further defined as two acres of community parks and three acres of either public or private neighborhood parks. For reference, Table C-1 depicts these park land standards.

Park land standards vary for public and private parks, and in some cases, they depend on the planning area in which development occurs. For example, although community parks are required to have a minimum size of 20 acres in most planning areas, the exception is Planning Area 4, Lower Peters Canyon, where the minimum size for community parks is 10 acres. Private neighborhood parks can also be substantially

smaller in size than public parks. The Irvine Business Complex (IBC) has its own park land standards; for instance, in the IBC, community parks requirements are met solely through payment of in lieu fees.

Publicly available neighborhood open spaces are encouraged in the IBC overlay zone. The City is currently re-considering options, such as reuse of existing buildings, linear parks within utility areas, etc., to be able to meet urban recreation needs and ensure access to park land where available in or near the IBC.

**Table C-1: Summary of City Park Standards by Type**

Park Type	Minimum Size	Minimum Width	Minimum Population Served	Population Density (Dwelling Units / Acre)
Community Parks	20 acres <sup>(1)</sup>	n/a	10,000	n/a
Public Neighborhood Parks	4 acres	n/a	2,500	n/a
Private Neighborhood Parks	1/3 acre <sup>(2), (3)</sup>	100 ft.	n/a	30 or less
	6,000 s.f. (about 1.4 tenths of an acre) <sup>(2), (3)</sup>	100 ft.	n/a	31 or more

Sources: City of Irvine General Plan Supplement No. 8 June 2012; Parks and Park Facility Standards, 2015.

Notes: (1) Minimum size of 10 acres in Planning Area 4, Lowers Peter Canyon

(2) Or equivalent in lieu fees

(3) Exception in Planning Area 36, Irvine Business Complex (IBC) Design Criteria Section 10

## CURRENT PARK FACILITY STANDARDS

The City applies population-based standards to identify the number of park facilities needed to support residential development. These take the form of either one facility per number of people served or the square footage of an indoor facility needed to serve 10,000 residents. Table C-2 summarizes current standards noted in the adopted *Parks and Park Facilities Standards*.

As noted in the table, Irvine Unified School District (IUSD) and private parks play a role in meeting select standards. The school standards assume continued shared use of IUSD facilities, through the Joint Use Agreement between the City and IUSD.



**Table C-2: Irvine Recreational Facility Standards (2005)**

Recreational Facilities		Standard (per Population)	Responsible Agency		
Fields and Courts			City	Private	IUSD
Soccer Fields	Unlighted	1 / 4,250	20%		80%
	Lighted	1 / 8,500	90%		10%
Baseball/ Softball	Unlighted	1 / 2,500	20%		80%
	Lighted	1 / 5,000	75%		25%
Basketball Courts	Unlighted	1 / 1,250	10%	(1)	90%
	Lighted	1 / 5,000	60%	(1)	40%
Volleyball Courts	Unlighted	1 / 5,000	33%	(1)	67%
Racquetball/ Handball	Unlighted	1 / 5,000	25%	(1)	75%
Tennis Courts	Lighted	1 / 2,500	33%	67%	
Public Community Buildings					
Community Center		10,000 s.f. / 10,000			
Senior Center		1,000 s.f. / 10,000			
Youth/ Family Center		Included in Community Center			
Art Center		1,000 s.f. / 10,000			
Gymnasium		1,000 s.f. / 10,000			
Public Pools					
50-meter competition		1 pool / 100,000			
Recreation Jr. Olympic		1 pool/ 20,000			
Other Facilities					
Children’s Playground <sup>(1)</sup>		1.8 s.f. / Person outside of Planning Area 36			
		1.2 s.f. / Person in Planning Area 36			
Picnic Tables		1 table / acre (2 min.)			
Barbecues		1 group BBQ / 4 tables or 1 family BBQ / 2 tables			

Source: Parks and Park Facility Standards, 2015.

Notes: (1) Can be provided in public or private parks, as long as available to all residents.

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## APPENDIX D:

# Site Specific Enhancements

Table D-1: Park Site Improvement Opportunities

Park Name	Acreage	Description of Design and Development Opportunities	Build						Enhance																		Rehabilitate				Total Number of Improvement Opportunities	Major Facility Opportunity (See Table D-2)						
			Conduct Feasibility Study	Acquire Park Land	Design Master Plan	Prepare Construction Documents	Develop Site	Coordinate with Developer	Develop/Deepen Design Intent	Conduct Community Outreach	Identify Park Theme, Art and Cultural Features	Add Play Opportunities	Complete Minor Facility Improvements	Renovate/Add Entry/Parking Areas	Add Internal Paths/Trails	Add/Enhance Sports Fields	Add/Enhance Sports Courts	Add Shade Features	Add Picnic Shelters	Enhance Seating Arrangements and Social Spaces	Incorporate Flexible Use Area	Repurpose Existing Use Area	Integrate Nature Experience	Incorporate Educational Features	Upgrade Site Furnishing Amenities	Incorporate Materials Color Palette	Add/Improve Lighting	Add/Improve Signage	Increase Plant Diversity	Address Water Conservation			Improve Ecological Systems Through Stormwater Management	Implement Urban Greening Strategies	Update Maintenance Program	Replace Infrastructure/Assets	Improve Play Area Accessibility	Address Other Outdoor Site Accessibility Issues
Community Parks																																						
Bommer Canyon	15.0	A nature-oriented community park with a refreshed event facility, expanded trail access and outdoor programming that complements the surrounding open space and supports nature education and immersion programs. Update the park facilities based on the existing ranch theme to include a pavilion, outdoor classroom and nature interpretation venue to support group gatherings and outdoor and educational programs. Add restrooms and a catering kitchen to support events. Explore opportunities to expand parking facilities and improve circulation. Improve trail signage and accessibility where possible.							●		●		●	●				●	●	●		●	●						●		●		●				13	
Colonel Bill Barber	48.0	A multi-use sports complex with flexible spaces to hold large citywide events. Public outreach and a feasibility study will be conducted to evaluate opportunities for this park, including options for the unprogrammed space to support events and group activities (community center/gym or event pavilion, outdoor event venue and amphitheater). Other opportunities include updating social spaces and play opportunities and enhancing minor entry points.							●	●	●		●		●				●	●								●	●	●		●		●			12	●
Cypress	17.9	A multi-use community park with a variety of recreational experiences with opportunities to define a park theme. There are potential for additional landscape improvements and incorporating shade elements.							●	●	●	●				●						●	●											●			8	
David Sills Lower Peters Canyon	10.3	A multi-use sports complex with opportunities to improve play areas, refurbish play area surface, enhance landscaping and improve entry points.							●		●	●		●					●									●						●			7	
Deerfield	10.1	A community hub that supports a variety of recreational experiences with improvement opportunities to enhance fitness stations, add water and universal play opportunities and upgrade or expand the community center. There are other opportunities to replace racquetball courts with a new use, enhance landscaping, enhance entry points, address irrigation/drainage issues and create bike staging opportunities. It is recommended that the disc golf course be removed due to incompatibility and replaced with new use from the list of Facility Innovations.							●		●	●		●		●		●	●	●	●	●	●	●	●			●	●	●		●		●			18	●

Park Name	Acreage	Description of Design and Development Opportunities	Build						Enhance																		Rehabilitate				Total Number of Improvement Opportunities	Major Facility Opportunity (See Table D-2)						
			Conduct Feasibility Study	Acquire Park Land	Design Master Plan	Prepare Construction Documents	Develop Site	Coordinate with Developer	Develop/Deepen Design Intent	Conduct Community Outreach	Identify Park Theme, Art and Cultural Features	Add Play Opportunities	Complete Minor Facility Improvements	Renovate/Add Entry/Parking Areas	Add Internal Paths/Trails	Add/Enhance Sports Fields	Add/Enhance Sports Courts	Add Shade Features	Add Picnic Shelters	Enhance Seating Arrangements and Social Spaces	Incorporate Flexible Use Area	Repurpose Existing Use Area	Integrate Nature Experience	Incorporate Educational Features	Upgrade Site Furnishing Amenities	Incorporate Materials Color Palette	Add/Improve Lighting	Add/Improve Signage	Increase Plant Diversity	Address Water Conservation			Improve Ecological Systems Through Stormwater Management	Implement Urban Greening Strategies	Update Maintenance Program	Replace Infrastructure/Assets	Improve Play Area Accessibility	Address Other Outdoor Site Accessibility Issues
Harvard	26.9	A multi-use sports complex and community hub for active recreation opportunities with opportunities to enhance landscaping and update facilities. Potential to increase community center building size. Other opportunities include incorporating ADA updates, enhancing wayfinding signage, updating restroom facility and addressing irrigation/drainage issues. Explore design features to prevent errant balls from hitting parked cars.									●		●					●								●	●	●	●		●			●		10	●	
Heritage	36.5	A diverse community park with a variety of recreation experiences, multiple athletic fields and courts, several community facilities and large pond area. There is an opportunity to modernize the Irvine Fine Arts Center and renovate or expand the Community Center into a multi-use facility. There are also opportunities to repurpose racquetball courts into other recreation space, update concession facility, enhance wayfinding signage, add shade features, add art/cultural features and assess pond area. Consider options for refreshing/replacing pond area with a facility innovation like an enlarged splash play area. Explore adding convenient parking.								●	●	●					●		●	●	●			●		●		●			●		●			15	●	
Hicks Canyon	16.7	A multi-use sports complex with opportunities to improve play opportunities, social areas and enhance landscaping and site amenities. There is potential for a new community center. There are also opportunities to improve social spaces, remove/replace BBQs, add bike racks and potential for sand volleyball courts adjacent to soccer fields. The use of reclaimed water offers an educational opportunity.							●	●	●	●				●		●				●	●	●			●	●		●			●			13	●	
Las Lomas	18.3	A multi-use sports complex with opportunities to add a sustainable water play area, enhance landscaping and add native plantings.							●	●	●	●						●			●						●	●	●	●			●			11		
Mark Daily Athletic Fields	9.8	A multi-use sports complex with opportunities to provide landscaping enhancements, update facilities, update ADA accessibility for spectators/players at fields and explore options to address parking issues.										●											●				●	●	●	●				●			6	

Park Name	Acreage	Description of Design and Development Opportunities	Build						Enhance																				Rehabilitate				Total Number of Improvement Opportunities	Major Facility Opportunity (See Table D-2)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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Mike Ward - Woodbridge	22.0	A community hub with an opportunity to completely renovate and expand the Lakeview Senior Center & Adult Day Care Health Services Center with shaded outdoor plaza. Opportunity to add improvements that encourage senior socialization, health and wellness (e.g., bocce ball, pickleball courts, shade, community garden, senior fitness equipment and passive recreation areas for quiet reading). Potential for improved and expanded outdoor performance space to support concerts. There are other opportunities to enhance minor entry points/connections, add evergreen trees for year-round shade and convert racquetball courts into a flexible recreation space (e.g., climbing wall or the above-mentioned pickleball courts).																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																



Park Name	Acreage	Description of Design and Development Opportunities	Build						Enhance																				Rehabilitate				Total Number of Improvement Opportunities	Major Facility Opportunity (See Table D-2)				
			Conduct Feasibility Study	Acquire Park Land	Design Master Plan	Prepare Construction Documents	Develop Site	Coordinate with Developer	Develop/Deepen Design Intent	Conduct Community Outreach	Identify Park Theme, Art and Cultural Features	Add Play Opportunities	Complete Minor Facility Improvements	Renovate/Add Entry/Parking Areas	Add Internal Paths/Trails	Add/Enhance Sports Fields	Add/Enhance Sports Courts	Add Shade Features	Add Picnic Shelters	Enhance Seating Arrangements and Social Spaces	Incorporate Flexible Use Area	Repurpose Existing Use Area	Integrate Nature Experience	Incorporate Educational Features	Upgrade Site Furnishing Amenities	Incorporate Materials Color Palette	Add/Improve Lighting	Add/Improve Signage	Increase Plant Diversity	Address Water Conservation	Improve Ecological Systems Through Stormwater Management	Implement Urban Greening Strategies			Update Maintenance Program	Replace Infrastructure/Assets	Improve Play Area Accessibility	Address Other Outdoor Site Accessibility Issues
Turtle Rock	25.1	A nature-oriented community park with opportunities to reconstruct and merge the Community Center and Nature Center to better support community programming, childcare, and environmental education and nature interpretation. Other opportunities include enhancing entry areas, introducing indoor/outdoor programming and educational space tied to open space areas, adding nature play elements, updating site amenities and improving parking. There is also potential to update the enclosed play area near tennis courts, resurface the tennis courts to support low-impact pickleball, and refurbish several structures.							●		●	●	●	●			●					●	●	●			●	●		●	●	●				17	●	
University	16.3	A diverse community park with a variety of recreation experiences, multiple athletic fields and courts, a community center and large adventure play area. There are opportunities to add ball field amenities, enhance landscaping, enhance entry, incorporate ADA updates to field dugouts, add wayfinding signage and address play area heat build up caused by building rooftop material. There is potential to convert racquetball courts to other flexible recreation space.							●		●	●			●		●				●	●	●	●				●	●	●	●			●	●		15	
Windrow	18.9	A multi-use sports complex with opportunities to enhance landscaping, shaded social spaces, improve wayfinding and add connections to the surrounding neighborhood.							●		●			●					●			●					●	●	●					●			9	
Woodbury	10.7	A community hub with a variety of recreational experiences and sports fields and courts with opportunities to improve shaded social spaces.														●		●											●				●			4		
		Totals for community parks	0	0	0	0	0	0	12	6	15	11	5	13	2	2	4	9	3	15	6	5	13	9	7	4	0	6	16	15	8	9	8	2	12	4	221	9
		Percentages for community parks	0%	0%	0%	0%	0%	0%	60%	30%	75%	55%	25%	65%	10%	10%	20%	45%	15%	75%	30%	25%	65%	45%	35%	20%	0%	30%	80%	75%	40%	45%	40%	10%	60%	20%		
Neighborhood Parks																																						
Alderwood	0.7	A small park that is redesigned to reflect the surrounding neighborhood character. This park has opportunities to enhance social spaces, improve site furnishings, and to improve connectivity to surrounding residential areas.							●				●						●					●				●	●					●			7	
Blue Gum	2.7	A neighborhood park with opportunities to define a park theme that reflects the neighborhood character and add art and cultural features. There are opportunities to improve play elements and enhance landscaping.							●	●	●	●							●									●	●					●			8	
Brywood	6.0	A neighborhood park with opportunities to improve site accessibility, enhance landscaping, and add trail connections.												●														●	●					●	●		5	

Park Name	Acreage	Description of Design and Development Opportunities	Build						Enhance																						Rehabilitate				Total Number of Improvement Opportunities	Major Facility Opportunity (See Table D-2)		
			Conduct Feasibility Study	Acquire Park Land	Design Master Plan	Prepare Construction Documents	Develop Site	Coordinate with Developer	Develop/Deepen Design Intent	Conduct Community Outreach	Identify Park Theme, Art and Cultural Features	Add Play Opportunities	Complete Minor Facility Improvements	Renovate/Add Entry/Parking Areas	Add Internal Paths/Trails	Add/Enhance Sports Fields	Add/Enhance Sports Courts	Add Shade Features	Add Picnic Shelters	Enhance Seating Arrangements and Social Spaces	Incorporate Flexible Use Area	Repurpose Existing Use Area	Integrate Nature Experience	Incorporate Educational Features	Upgrade Site Furnishing Amenities	Incorporate Materials Color Palette	Add/Improve Lighting	Add/Improve Signage	Increase Plant Diversity	Address Water Conservation	Improve Ecological Systems Through Stormwater Management	Implement Urban Greening Strategies	Update Maintenance Program	Replace Infrastructure/Assets			Improve Play Area Accessibility	Address Other Outdoor Site Accessibility Issues
Canyon	3.4	A neighborhood park with enhanced maintenance program and updated irrigation features. This park has opportunities to add play features, enhance landscaping and renovate entry and parking areas.										●		●															●	●			●	●	●		7	
Carrotwood	3.1	A neighborhood park with enhanced site furnishings such as seating and shade structures, and improved landscaping.															●						●					●	●				●		5			
Chaparral	9.6	A neighborhood park that provides opportunities to experience nature, implement new urban greening strategies and enhance wayfinding and signage.																			●		●			●	●	●	●	●			●		8			
Citrus Glen	3.1	A neighborhood park with enhanced site furnishings and improved signage and wayfinding.																					●			●						●		3				
College	7.6	A neighborhood park with a redesigned park theme that reflects the local character and has improved art and cultural features. This park has opportunities to add new play features, flexible/ multipurpose areas, and enhanced social spaces.							●		●	●							●	●		●						●	●				●		9			
Comstock	1.0	A small park with opportunities for enhanced landscaping and accessible play features.																									●	●				●		3				
Coralwood	2.7	A neighborhood park redesigned to reflect the surrounding neighborhood character and serve nearby residents with active and social recreation opportunities.							●	●	●	●		●					●	●								●	●				●		10			
Creekview	0.7	A small park with opportunities for incorporating interpretive features, social spaces and for implementing innovative urban greening strategies.																	●			●					●	●	●	●					6			
Cypress Grove Park	9.4	A new neighborhood park that has been recently developed to meet local needs.																																	0			
Dovecreek	7.8	A neighborhood park with an updated maintenance program, improved social spaces and accessible play areas.							●		●	●							●									●	●			●		8				
Flagstone	2.3	A neighborhood park with opportunities for enhanced landscaping, improved ecological systems for better stormwater management and enhanced play areas.									●																●	●	●	●					5			
Hoeptner	2.2	A neighborhood park with enhanced landscaping and improved signage and wayfinding.																								●	●	●				●		4				
Homestead	2.1	A neighborhood park with opportunities to define a park theme that reflects the neighborhood character and add art and cultural features. This park provides opportunities to put in new play features.							●		●	●										●										●		5				
Knollcrest	5.0	A neighborhood park with opportunities for repurposing underutilized turf areas, improving social spaces and enhancing landscaping.																	●		●						●	●				●	●	6				

Park Name	Acreage	Description of Design and Development Opportunities	Build						Enhance																		Rehabilitate				Total Number of Improvement Opportunities	Major Facility Opportunity (See Table D-2)					
			Conduct Feasibility Study	Acquire Park Land	Design Master Plan	Prepare Construction Documents	Develop Site	Coordinate with Developer	Develop/Deepen Design Intent	Conduct Community Outreach	Identify Park Theme, Art and Cultural Features	Add Play Opportunities	Complete Minor Facility Improvements	Renovate/Add Entry/Parking Areas	Add Internal Paths/Trails	Add/Enhance Sports Fields	Add/Enhance Sports Courts	Add Shade Features	Add Picnic Shelters	Enhance Seating Arrangements and Social Spaces	Incorporate Flexible Use Area	Repurpose Existing Use Area	Integrate Nature Experience	Incorporate Educational Features	Upgrade Site Furnishing Amenities	Incorporate Materials Color Palette	Add/Improve Lighting	Add/Improve Signage	Increase Plant Diversity	Address Water Conservation			Improve Ecological Systems Through Stormwater Management	Implement Urban Greening Strategies	Update Maintenance Program	Replace Infrastructure/Assets	Improve Play Area Accessibility
Meadowood	10.1	A neighborhood park with a redesigned park theme that reflects the local character and has improved art and cultural features. This park has opportunities to enhance sports fields, improve parking areas, and enhance landscaping.							●		●			●					●									●	●				●			8	
Orchard	6.0	A neighborhood park with opportunities for reorganizing social spaces, enhancing connectivity and site accessibility, and adding multipurpose, flexible areas that can accommodate different uses.									●								●	●								●	●				●			6	
Pepperwood	3.1	A neighborhood park with opportunities for enhancing landscaping and adding social spaces with site furnishings.																	●									●	●				●			4	
Pinewood	2.1	A small park with opportunities for improving play area accessibility, enhancing nature experiences for visitors and improving landscaping.																			●							●				●				3	
Plaza	7.7	A neighborhood park which is redesigned to reflect the local character and has updated play equipment. Would benefit from improved social spaces; enhanced connectivity within the park and to surrounding areas and new educational/interpretive features that connect people with nature.							●	●	●	●		●					●	●		●	●		●			●	●	●	●			●	●	16	
Presley	2.9	A neighborhood park with opportunities to rethink the park design to better reflect the surrounding neighborhood character and enhance play areas. This park has opportunities for updated site furnishings and a new material color palette.							●			●		●					●					●	●		●	●	●				●			10	
Racquet Club	2.2	A neighborhood park with improved shade structures, accessible play areas and improved landscaping.									●						●											●	●				●			5	
Ranch	8.7	A neighborhood park with opportunities to rethink the park design to better reflect the surrounding neighborhood character and enhance play areas. This park has opportunities for updated site furnishings, accessible play areas and enhanced landscaping.							●			●		●													●	●	●			●		●		8	
San Carlo	6.0	A neighborhood park which is redesigned to reflect the local character and has updated play equipment. Opportunities for improved social spaces; new educational /interpretive features that connect people with nature; updated maintenance program; and updated material and color palette.							●	●	●	●							●	●		●		●	●		●	●	●	●		●	●	●	●	17	
San Leandro	4.0	A neighborhood park with opportunities for landscape improvements; enhanced parking lot/entry design; improved signage and wayfinding; and lighting improvements.										●														●	●	●	●			●				6	

Park Name	Acreage	Description of Design and Development Opportunities	Build						Enhance																				Rehabilitate				Total Number of Improvement Opportunities	Major Facility Opportunity (See Table D-2)				
			Conduct Feasibility Study	Acquire Park Land	Design Master Plan	Prepare Construction Documents	Develop Site	Coordinate with Developer	Develop/Deepen Design Intent	Conduct Community Outreach	Identify Park Theme, Art and Cultural Features	Add Play Opportunities	Complete Minor Facility Improvements	Renovate/Add Entry/Parking Areas	Add Internal Paths/Trails	Add/Enhance Sports Fields	Add/Enhance Sports Courts	Add Shade Features	Add Picnic Shelters	Enhance Seating Arrangements and Social Spaces	Incorporate Flexible Use Area	Repurpose Existing Use Area	Integrate Nature Experience	Incorporate Educational Features	Upgrade Site Furnishing Amenities	Incorporate Materials Color Palette	Add/Improve Lighting	Add/Improve Signage	Increase Plant Diversity	Address Water Conservation	Improve Ecological Systems Through Stormwater Management	Implement Urban Greening Strategies			Update Maintenance Program	Replace Infrastructure/Assets	Improve Play Area Accessibility	Address Other Outdoor Site Accessibility Issues
San Marco	5.1	A neighborhood park with new shade structures, improved entry, and landscape enhancement.							●	●	●			●				●						●				●	●	●	●				●	11		
Settlers	6.0	A neighborhood park with opportunities for landscape improvements and new multipurpose, flexible social spaces that can serve different uses at different times.																	●	●								●	●					●		5		
Silkwood	3.9	A neighborhood park which is redesigned to reflect the local character and has updated play equipment with opportunities for improved social spaces; new educational / interpretive features that connect people with nature; and enhanced internal connectivity to all its amenities and features.							●					●	●							●		●		●		●	●	●				●		10		
Stonegate	6.0	A neighborhood park which has improved social spaces; new educational/ interpretive features that connect people with nature and accessible play areas.																	●	●			●										●		4			
Sweet Shade	7.9	A neighborhood park with an updated community center and opportunities for enhancing social spaces, site furnishings, and accessible play areas.									●								●	●								●	●					●		6		
Sycamore	6.9	A neighborhood park with opportunities for improving play area accessibility, enhancing nature experiences for visitors and improving landscaping.							●		●	●								●		●	●					●	●		●			●		10		
Valencia	6.0	A neighborhood park that is redesigned to reflect the local community character. This park has opportunities for providing enhanced social spaces, updated ecological systems for better stormwater management and new urban greening strategies.							●		●	●		●				●		●		●	●	●	●			●	●	●	●		●	●		16		
Valley Oak	3.0	A neighborhood park that is redesigned to reflect the local community character. This park has opportunities for providing enhanced social spaces, updated ecological systems for better stormwater management and new urban greening strategies.							●		●						●		●	●								●	●	●	●			●		10		
Willows	3.6	A neighborhood park with enhanced landscaping and accessible play areas.												●														●	●					●	●	5		
		Totals for neighborhood parks	0	0	0	0	0	0	16	5	12	15	1	11	3	1	0	5	0	18	10	1	8	6	9	4	2	7	32	31	9	8	4	3	31	7	259	0
		Percentages for neighborhood parks	0%	0%	0%	0%	0%	0%	46%	14%	34%	43%	3%	31%	9%	3%	0%	14%	0%	51%	29%	3%	23%	17%	26%	11%	6%	20%	91%	89%	26%	23%	11%	9%	89%	20%		
Special Use Sites																																						
Bommer Vista Point	0.5	Vista point with opportunities for minimal enhancements.											●																							1		
Central Bark Dog Park	2.8	A dog park with opportunities to improve social spaces and upgrade amenities.											●	●	●			●		●															5			
Sepulveda Vista Point	1.3	Vista point with opportunities to improve trail connectivity.											●																							1		

Park Name	Acreage	Description of Design and Development Opportunities	Build						Enhance																				Rehabilitate				Total Number of Improvement Opportunities	Major Facility Opportunity (See Table D-2)				
			Conduct Feasibility Study	Acquire Park Land	Design Master Plan	Prepare Construction Documents	Develop Site	Coordinate with Developer	Develop/Deepen Design Intent	Conduct Community Outreach	Identify Park Theme, Art and Cultural Features	Add Play Opportunities	Complete Minor Facility Improvements	Renovate/Add Entry/Parking Areas	Add Internal Paths/Trails	Add/Enhance Sports Fields	Add/Enhance Sports Courts	Add Shade Features	Add Picnic Shelters	Enhance Seating Arrangements and Social Spaces	Incorporate Flexible Use Area	Repurpose Existing Use Area	Integrate Nature Experience	Incorporate Educational Features	Upgrade Site Furnishing Amenities	Incorporate Materials Color Palette	Add/Improve Lighting	Add/Improve Signage	Increase Plant Diversity	Address Water Conservation	Improve Ecological Systems Through Stormwater Management	Implement Urban Greening Strategies			Update Maintenance Program	Replace Infrastructure/Assets	Improve Play Area Accessibility	Address Other Outdoor Site Accessibility Issues
		Totals for special use sites	0	0	0	0	0	0	0	0	0	3	1	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	
		Percentages for special use sites	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%	33%	0%	33%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	7	0	
Planned Parks																																						
Portola Community Park	25.0	A multi-use community park with sports fields, courts, nature-themed playground, Native Garden and community center.					●	●																												2	●	
Gateway Community Park	70.5	A gateway to the JOST and surrounding open space, supporting both active and passive recreation opportunities including trails, disc golf, flexible fields, nature play and a possible indoor gymnasium.			●	●	●	●																												4	●	
Los Olivos Community Park	12.5	A village hub to support athletics, social gatherings, and a variety of recreation experiences.				●	●	●																												3	●	
Northwood Point Neighborhood Park	6.1	A neighborhood park developed to reflect the local character and serve nearby residents with active and social recreation opportunities.			●	●	●	●																												4		
IBC Neighborhood Park(s)	3.0	An intensive use site that provides urban playspace, green space and gathering/social space for nearby neighbors. *		●	●	●	●																													4		
		Totals for planned parks	0	1	3	4	5	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	3	
		Percentages for planned parks	0%	17%	50%	67%	83%	67%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	17	3
		Totals for all parks	0	1	3	4	5	4	28	11	27	26	9	25	6	3	4	15	3	34	16	6	21	15	16	8	2	13	48	46	17	17	12	5	43	11	504	12
		Percentages for all parks	0%	2%	5%	6%	8%	6%	44%	17%	42%	41%	14%	39%	9%	5%	6%	23%	5%	53%	25%	9%	33%	23%	25%	13%	3%	20%	75%	72%	27%	27%	19%	8%	67%	17%	504	12

\*A park plan for the IBC will be prepared per City Council direction.

Table D-2: Site-Specific Major Facility Enhancement Opportunities<sup>1</sup>

				Build			Enhance	Rehabilitate		Additional Notes
Facility Name	Park Location	Year Built/ Rehabilitated or Planned for Construction	Existing or Planned Square Footage	Construct	Renovate and Modernize Building	Enlarge Building Renovation or Construction	Refresh, Update or Improve Building <sup>3</sup>	Rehabilitate or Replace Building Elements <sup>4</sup>	Potential Square Footage <sup>5</sup>	
Community Centers										
Cypress Community Center	Cypress	2014	6,500					•	6,500	
Deerfield Community Center	Deerfield	1979	5,028				•		5,028	There may be opportunities to expand the community center should disc golf be relocated.
Harvard Community Center	Harvard	1979	4,972			•			6,000	When updating building, conduct a site, building and parking evaluation to determine if there are opportunities to add a teen room or multi-purpose room that supports active recreation uses at this site.
Heritage Community Center	Heritage	1978	19,772				•	•	19,772	There may be opportunities to transform this center via renovation and/or expansion into a multi-use facility featuring a flexible community events, performance space and gymnasium.
Las Lomas Community Center	Las Lomas	2005	5,093					•	5,093	
Northwood Community Center	Northwood	1982/2013	7,375					•	7,375	
Sweet Shade Community Center	Sweet Shade	2009	3,000					•	3,000	
Turtle Rock Community Center	Turtle Rock	1979	16,936			•			20,000	Jointly evaluate renovation and reconstruction opportunities for combining the Community Center and Nature Center considering cost efficiencies, programming synergies, revenue-generating options and opportunities to provide one green building consistent with the natural character and nature-based programming at this site. Evaluate options to increase community use for all ages, incorporate a multi-purpose room that supports active and passive uses, and share classrooms to support community programming, childcare, and environmental education and nature interpretation. Consider indoor and outdoor spaces (e.g., outdoor classrooms, patios, views, trail access) in conjunction with this remodel. (Note: The potential indoor capacity of the combined Turtle Rock Community Center and Turtle Rock Nature Center is 25,000 s.f.).
University Community Center	University	1976/2010	6,043					•	6,043	
Woodbury Community Center	Woodbury	2005	4,001					•	4,001	
Senior Centers										
Lakeview Senior Center and Adult Day Care Health Services Center	Mike Ward - Woodbridge	1993	30,600			•			40,000	Evaluate options to reconfigure and/or enlarge the facility to include wider hallway, media/technology resource room, more fitness/active recreation space, larger game room, more storage and office space and better indoor- outdoor connections. Enhance the outdoor passive area with a shaded, comfortable plaza and social spaces that include amenities that complement senior health and wellness. Expand and modernize facility.
Trabuco Senior Center	Trabuco	2016	7,500					•	7,500	
Rancho Senior Center	San Joaquin	1978	11,010			•			15,000	Given site constraints, evaluate options to modernize and reconfigure facility to include wider hallways, better acoustics, a media/technology resource room, more fitness/active recreation space, more storage and office space, and better indoor/outdoor connection. Enhance the outdoor garden and provide an accessible loop trail for outdoor walking, plus a seating area under the trees. Address parking issues.



					Build		Enhance	Rehabilitate		
Facility Name	Park Location	Year Built/ Rehabilitated or Planned for Construction	Existing or Planned Square Footage	Construct	Renovate and Modernize Building	Enlarge Building in Renovation or Construction <sup>2</sup>	Refresh, Update or Improve Building <sup>3</sup>	Rehabilitate or Replace Building Elements <sup>4</sup>	Potential Square Footage <sup>5</sup>	Additional Notes
Other Major Indoor Facilities										
Irvine Fine Arts Center	Heritage	1979	18,600		●				18,600	Conduct a feasibility study, master plan and operational pro forma for a new Fine Arts Center in the same space as the current building. Modernize features, considering programming, revenue-generating opportunities and indoor/outdoor uses, particularly to support group events and reserved uses.
Turtle Rock Nature Center	Turtle Rock	1979	2,810			●			5,000	See Turtle Rock Community Center notes.
Irvine Child Resource/Youth Employment Center	Heritage	1988	3,000				●		3,000	
Irvine Child Development Center	Bill Barber	1989	11,162				●		11,162	
Other Major Outdoor Facilities										
William Woollett Jr. Aquatics Center	Heritage	1979/2005 <sup>6</sup>	13,040			●			15,000	Evaluate opportunities to update and expand facility to better support national scale events. Consider enhanced locker rooms and lobby, incorporating additional office space and concessions. Renovate back hill to enhance seating. Extend or improve the drop off/pick up drive for access, potentially using the adjacent greenspace.
Planned Major Facilities										
Portola Community Center	Portola	2017-18 <sup>7</sup>	12,006	●					12,006	Coordinate with the developer to construct as planned.
Gateway Community Center and Gymnasium	Gateway	2018 <sup>7</sup>	12,000	●					50,000	Work with the developer to identify options to develop a larger multi-purpose, active-use community and recreation center with gymnasium and/or other indoor recreation space (40,000-65,000 sf).
Los Olivos Community Center	Los Olivos	2019 <sup>7</sup>	6,000	●					6,000	Coordinate with the developer to construct as planned.
Quail Hill Community Center	Quail Hill	2016 <sup>7</sup>	11,800	●					11,800	Construct as planned.
Oak Creek Community Center	Oak Creek	TBD	6,000	●					25,000	Consider options to build a larger facility to include a small gymnasium or active recreation space.
Bill Barber Community Center/Gymnasium	Bill Barber	TBD	45,000	●					45,000	This park is home to major athletic events and festivals, such as the Irvine Global Village Festival. It has space intended for the construction of a large community center/gym and amphitheater, but not enough space for parking to support both uses. In lieu of building a community center/gym at this location, evaluate opportunities for a 1) event pavilion, 2) multi-use event and performance space, or 3) a fieldhouse for sports such as indoor soccer, volleyball and pickleball.
Hicks Canyon Community Center	Hicks Canyon	TBD	5,500	●					5,500	Relocate the planned neighborhood center to another park in north Irvine. The planned community center (5,500 sf) is too small to provide indoor active recreation facilities.

## Notes:

1. The opportunities for building renovation and modernization are based on facility lifecycles and recreation needs identified in the Parks and Recreation Needs Assessment. Building condition studies, feasibility studies, market and operational analyses, facility master planning, and consideration of building enhancements in conjunction with the redevelopment of other site features may be needed to determine recommendations to proceed.
2. When building is constructed or fully renovated, options to provide a larger facility should be evaluated to support added recreation opportunities. (For planned new construction, the potential square footage of the building may be different from what is currently planned.)
3. A refresh involves updating, improving and remodeling the building. For older facilities, if a building evaluation identifies structural issues and/or major renovation needs to bring the facility up to code, then full renovation and modernization may be necessary.
4. This column indicates "potential" square footage if facility evaluations indicate that the building should be enlarged to support additional programming options. This information is for general planning and cost estimating only. The actual square footage for a proposed facilities will be identified through feasibility studies, market analyses and facility master plans.
5. All buildings that are not being updated or modernized are anticipated to need repairs or replacement of specific amenities as they continue to age. This type of capital replacement is budgeted through Major Facility Asset Replacement funds.
6. Estimated renovation date as noted by City of Irvine.
7. Current plans as of 2016, City of Irvine.

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## APPENDIX E:

# Community Request Evaluations

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## COMMUNITY REQUEST EVALUATION TOOL

The City provides a wide variety of recreation opportunities and programs in its parks, public facilities and open spaces. Many residents wish to contribute to the vitality of the Irvine park system by proposing park or facility enhancements, programs, special events or donations. The Community Request Evaluation Tool is designed to help the City evaluate whether the implementation of these opportunities aligns with community goals and visions, as expressed through the *Parks Master Plan*.

### Process

Evaluating requests in a consistent manner eliminates confusion or uncertainty for both community members and City staff. This tool also reinforces the primacy of the *Master Plan* in these matters. The process should generally follow five steps:

- **Step 1:** A community member or advocate develops an idea.
- **Step 2:** City staff provides the Community Request and Proposal Form and the community member provides the requested information.
- **Step 3:** City staff reviews the potential impacts of the proposal, including other project displacements, capital costs and operating costs.
- **Step 4:** City staff completes a formal review.
- **Step 5:** A decision is made and next steps are determined as appropriate.

## COMMUNITY REQUEST AND PROPOSAL FORM

This form provides an opportunity for community members to request or propose park or facility enhancements, programs, special events and/or donations. It allows City staff to evaluate proposals in the context of Irvine's *Parks Master Plan*. Please fill out the entire form and return the completed form to the City of Irvine Community Services Department.

### Project Champion

Name and Affiliation:
Address:
Phone and Email:

### Project Proposal

Date of Request/Proposal:
Park or Site Name:
Project Description (attach additional sheets as needed):
This request or proposal is for a:  <input type="checkbox"/> Park or Facility Project (adds or improves a feature or amenity in a park)  <input type="checkbox"/> Program/Event/Activity (adds a program/event/activity in a facility, park or open space area)  <input type="checkbox"/> Donation (provides funding for a specific park, facility, program or event)



This request or proposal meets the following <i>Parks Master Plan</i> Objectives:		
Objective	√ or N/A	Explanation
<b>A:</b> Provide a variety of public and private parks to meet resident needs.		
<b>B:</b> Provide a broad spectrum of active and passive, indoor and outdoor park amenities throughout Irvine that support diverse recreation experiences, community gathering spots and opportunities for play.		
<b>C:</b> Activate parks and address community recreation needs through the provision of programs and events.		
<b>D:</b> Ensure that the City's park, recreation and open space system is accessible to Irvine residents, including users of different abilities and demographic characteristics.		
<b>E:</b> Create dynamic parks as special and unique places, adding or incorporating art and historic resources, innovative features, diverse landscaping, nature, varied color palettes and welcoming amenities.		
<b>F:</b> Balance access to open space for outdoor recreation with conservation needs.		
<b>G:</b> Ensure that Irvine's parks and recreation system is operated, maintained and renovated in a manner that is cost-effective, while balancing user safety, security, satisfaction and funding availability.		
<b>H:</b> Develop and maintain relationships with targeted public and private organizations		

**Request or Proposal Costs**

This proposal anticipates the following costs to build or implement (check one):

High	\$250,000+	
Medium	\$50,000 - 249,999	
Low	\$0 - 49,999	

**Proposed Donation**

**Project Evaluation Statement**

This request or proposal supports \_\_\_\_\_ objectives identified in the Master Plan and will serve \_\_\_\_\_ people. It has a \_\_\_\_\_ cost.

3.9



## REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** JUNE 13, 2017

**TITLE:** NOTICE OF FINAL APPROVAL FOR A TRACT MAP IN GREAT PARK NEIGHBORHOODS (HERITAGE FIELDS EL TORO, LLC)

  
\_\_\_\_\_  
Director of Public Works

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

### RECOMMENDED ACTION

Receive and file.

### EXECUTIVE SUMMARY

The subject notice to the City Council is provided in accordance with City of Irvine Ordinance No. 07-12, notifying the City Council of one final tract map pending approval by the City Engineer. Ordinance No. 07-12 delegates authority to the City Engineer for approval of final tract maps and requires notice to the City Council following receipt of such maps for review and again prior to approval/disapproval by the City Engineer. The subject notice satisfies this requirement. This is a ministerial matter and there is no discretionary action to be taken by the City Council with regard to this matter. The final tract map covering property referenced in this staff report is located in Great Park Neighborhoods (Heritage Fields El Toro, LLC) District 4 and is available for public review in the Public Works Department.

Tract Map No. 18110 (Great Park Neighborhoods – Heritage Fields) is located near the intersection of Irvine Boulevard and Pusan, as shown in Attachment 2. The map for this property contains the subdivision of 57.8 acres into 32 lots. The property is proposed for development of 532 condominium units. The Heritage Fields development project implements land development anticipated in the Orange County Great Park Final Environmental Impact Report, approved by the City Council in May 2003.

### COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Prior to City Engineer approval of a final tract map, the Planning Commission reviews and approves the corresponding tentative tract map based on consistency with the City's General Plan, Subdivision Ordinance and Zoning Code. The underlying tentative map for Tract Map No. 18110 (Great Park Neighborhoods – Heritage Fields), was approved by the Planning Commission on August 18, 2011 by a vote of 5-0, with all members present.

## ANALYSIS

The approval of tract maps is a multi-step process that assures development is reflective and compliant with the City's General Plan and with respective provisions of the City's development standards. City of Irvine Ordinance No. 07-12 authorizes the City Engineer to approve final tract maps if they substantially conform to the approved underlying tentative map and all applicable conditions of approval have been satisfied. The ordinance further requires staff to notify the City Council upon receipt of such maps for review and prior to approval/disapproval of a final tract map by the City Engineer. In addition, the State Subdivision Map Act requires the approval of final maps if the City Engineer has found that the final map substantially conforms to the underlying tentative map.

The final tract map listed below has been reviewed for consistency with the applicable City standards and corresponding Planning Commission tentative tract map conditions of approval and is pending the City Engineer's final approval. Following approval and a 15-day appeal period, the map will be released for recordation. Recordation of the map is required prior to the issuance of building permits.

Submitted by	Tract Map No.	No. of Lots	Location	Status
Heritage Fields El Toro, LLC	18110	32-lot map	Irvine Boulevard and Pusan (Great Park Neighborhoods) - Heritage Fields	Pending Approval

## ALTERNATIVES CONSIDERED

An alternative to this notification was not considered. Pursuant to the State Subdivision Map Act and City of Irvine Ordinance 07-12, when approval authority of tract map is delegated to the City Engineer, notification to the City Council of receipt and approval of such map is required.

## FINANCIAL IMPACT

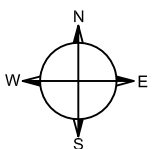
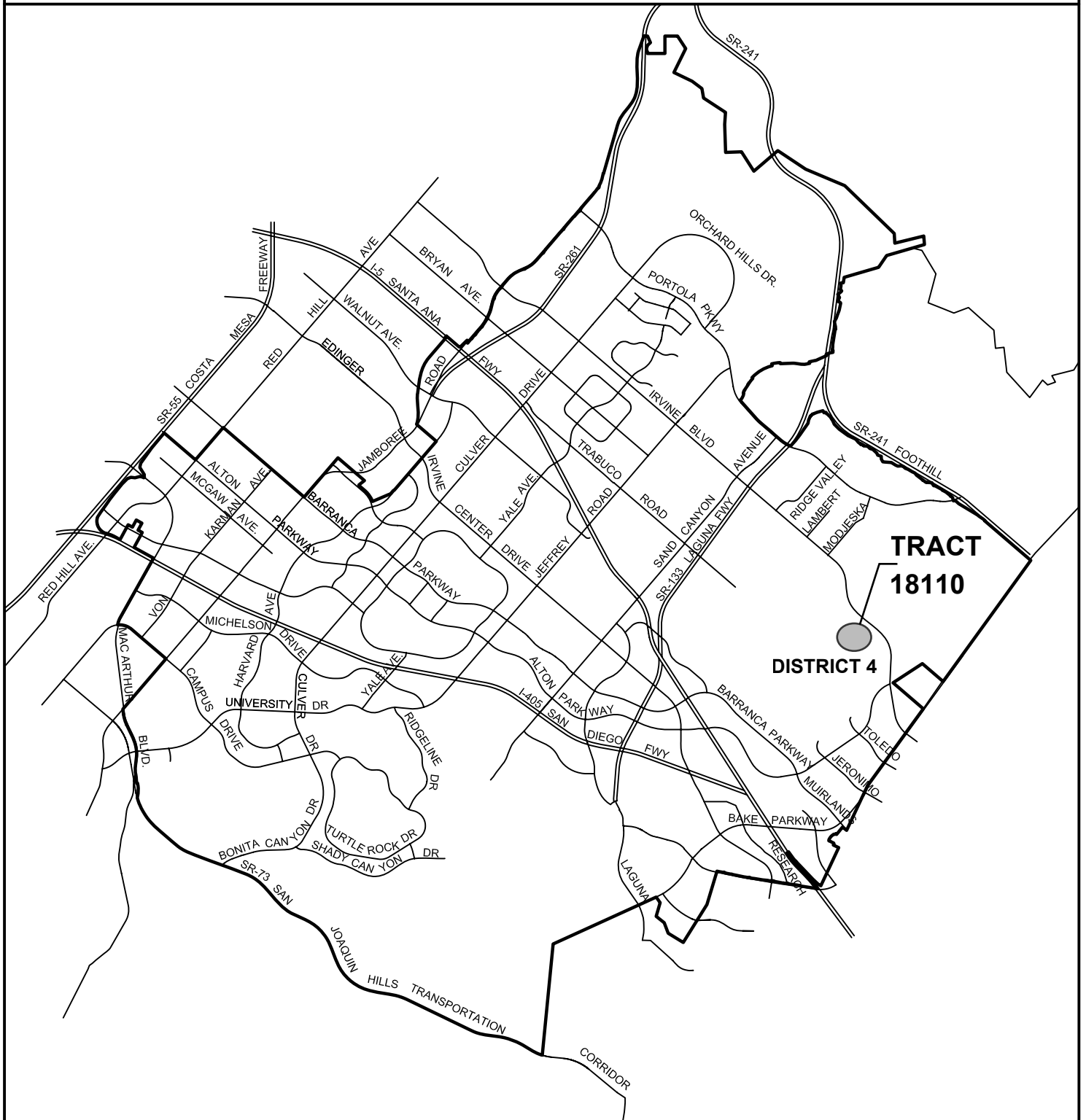
The administrative cost to the City for processing the map is offset by developer fees paid by the applicant submitting the map.

**REPORT PREPARED BY** Stacy DeLong, Associate Engineer

## ATTACHMENTS

1. Vicinity Map
2. Site Map – Tract 18110 (Great Park Neighborhoods - Heritage Fields)

# FINAL TRACT MAP No. 18110

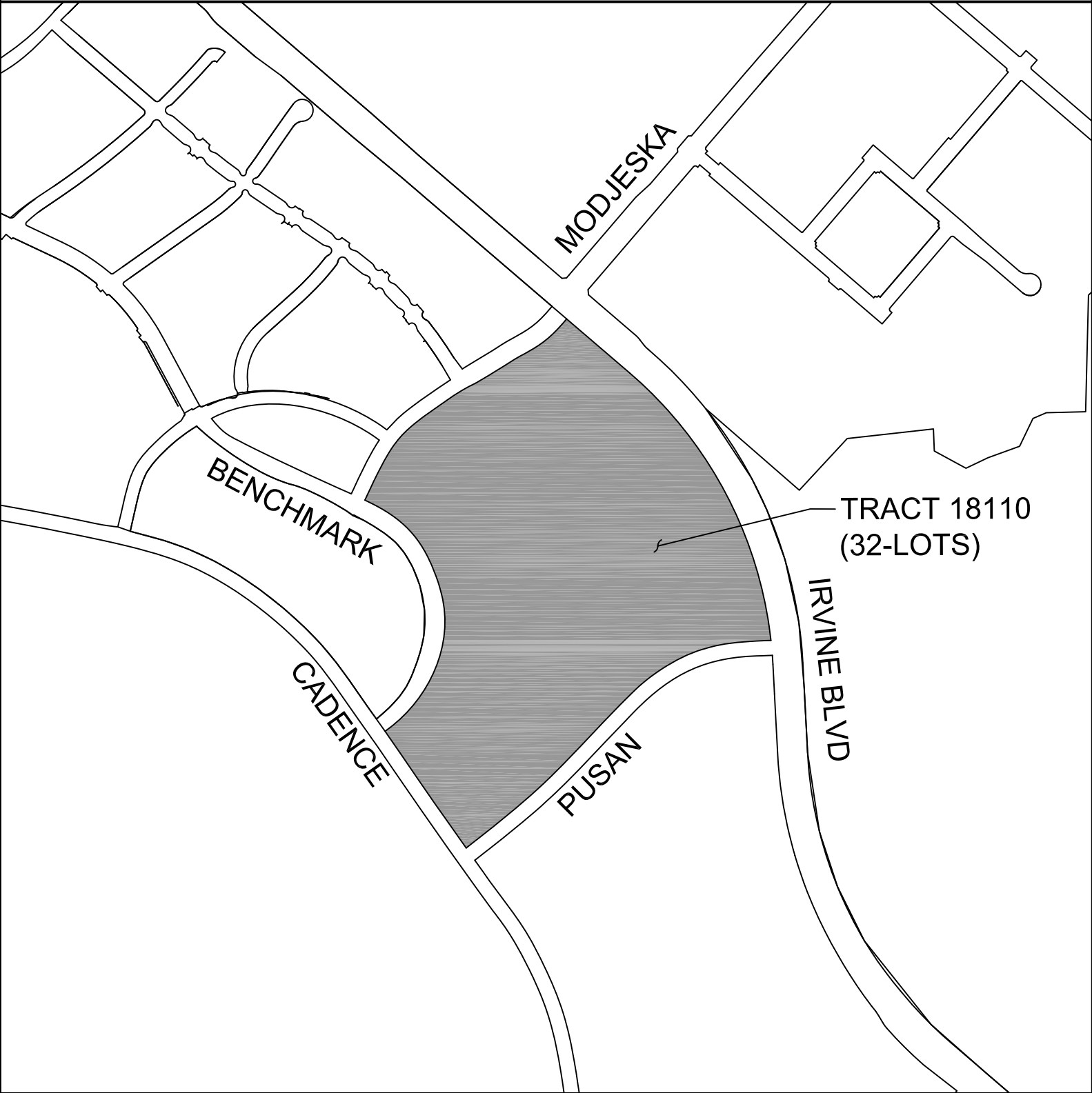


## VICINITY MAP

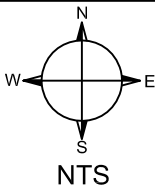




FINAL TRACT MAP No. 18110



TRACT 18110  
(32-LOTS)



**SITE MAP**



3.10

RECEIVED  
CITY OF IRVINE  
CITY CLERK'S OFFICE

2017 JUN -6 PM 5:15

RECEIVED

JUN 06 2017

CITY OF IRVINE  
CITY MANAGER'S OFFICE

# Memo

To: Sean Joyce, City Manager  
From: Jeffrey Lalloway, Councilmember ✓  
Date: June 6, 2017  
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:

\$2,500	Friends of Harbors, Beaches and Parks – Crime Victims' Monument
\$1,000	Illumination Foundation
\$1,000	Myford Elementary Parent Teacher Organization
\$1,000	Orchard Hills School Parent Teacher Organization
\$1,000	Temple Beth Sholom

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 organizations listed above will enter into Funding Agreements with the City that specifies the grants use of funds, reporting requirements and regulatory compliance.

I would like to place this item on the June 13 City Council agenda to approve these community partnership grant awards and authorize the City Manager to prepare and execute Funding Agreements.

cc: Irvine City Council  
Molly McLaughlin, City Clerk

RECEIVED  
CITY OF IRVINE  
CITY CLERK'S OFFICE

# Memo

2017 JUN -6 PM 5: 15

RECEIVED

JUN 06 2017

CITY OF IRVINE  
CITY MANAGER'S OFFICE

To: Sean Joyce, City Manager  
From: Christina Shea, Councilwoman  
Date: June 6, 2017  
Re: **Community Partnership Fund Grant Nomination**

In accordance with City Council Resolution No. 08-42, I am requesting the City Council approve a \$650 community partnership grant award to Orange County Veterans Memorial Park Foundation.

The Orange County Veterans Memorial Park Foundation is a nonprofit organization established to join with veterans, public and private organizations, and civic leaders to gain support, organize, plan, develop, deploy and maintain the building of a Veterans Cemetery on the former site of the U.S. Marine Corps Air Station El Toro. Funds will be used to support the endowment for operations and maintenance funding and provide support to Veterans and families.

Should the City Council approve this request, the Orange County Veterans Memorial Park Foundation will enter into a Funding Agreement with the City that specifies the use of grant funds, reporting requirements and regulatory compliance.

I would like to place this item on the June 13 City Council agenda to approve this community partnership grant award and authorize the City Manager to prepare and execute a Funding Agreement.

cc: Irvine City Council  
Molly McLaughlin, City Clerk

**4.1**

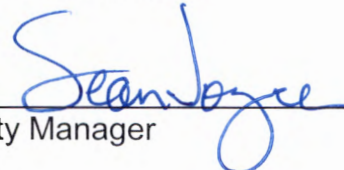


# REQUEST FOR CITY COUNCIL AND GREAT PARK BOARD ACTION

**MEETING DATE:** JUNE 13, 2017

**TITLE:** CITY OF IRVINE FISCAL YEAR 2017-18 BUDGET

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

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

## RECOMMENDED ACTION

1. Adopt the Fiscal Year 2017-18 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 2017-18
3. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2017-18
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 2017-18 FISCAL YEAR, AND SUPERSEDING RESOLUTION NO. 16-52, 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. 16-53, 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 2017-18
7. Receive and file the 2017-2022 Strategic Technology Plan.
8. Acting as the Orange County Great Park Board, recommend the City Council approve the Fiscal Year 2017-18 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 2017-18 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 2017-18 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, aligned with the goals and priorities, to provide a high level of service to the community and ensure the City's success in the most effective and efficient manner.

The Budget includes General Fund revenues of \$184,026,342, and transfers-in of \$7,830,243 for a total of \$191,856,585. General Fund planned operating expenditures of \$179,442,716 and transfers-out of \$12,282,239 total \$191,724,955, resulting in a balanced budget with \$131,630 remaining unappropriated.

## **COMMISSION/BOARD/COMMITTEE RECOMMENDATIONS**

The recommendations from various commissions are included below:

On May 18, 2017, the Irvine Senior Citizens Council voted 5-0-1-1 to recommend the City Council approve the Community Services Department's Proposed FY 2017-18 Senior Services Budget. Councilmembers Inmon, Jones, Kim, Woollett and Yates voted in favor, Councilmember Owens abstained, and Councilmember Ranjbar was absent.

On May 18, 2017, the Community Services Commission voted 5-0 to recommend the City Council approve the Community Services Department FY 2017-18 Proposed General Fund Budget and the related Capital Improvement FY 2017-18 Projects.

On May 30, 2017, the Finance Commission concluded a series of four budget hearings and voted 5-0 to recommend the City Council approve the proposed FY 2017-18 Budget with additional recommendations. The additional recommendations are detailed in the attached Budget Recommendation Matrix (Attachment 1). At its May 22 meeting, the Finance Commission voted 4-0 (Commissioner Reyno absent) to recommend the City Council receive and file the 2017-2022 Strategic Technology Plan.

On June 1, 2017, the Planning Commission unanimously approved, with all members present, a resolution finding the FY 2017-18 Capital Improvement Program (CIP) Budget consistent with the City's General Plan.

On June 6, 2017, the Transportation Commission voted 4-0-1 (Commissioner Moody absent) to recommend that the City Council approve the traffic and transportation capital projects included with the proposed FY 2017-18 Capital Improvement Program (CIP) Budget. The Commission also requested staff return with a presentation on signal synchronization prior to August 2017 for consideration and discussion by the Commission.

## 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;
- Increase the City's contingency reserve fund balance to 25 percent of General Fund operating appropriations over three years;
- Funding infrastructure rehabilitation;
- Hiring additional police officers to maintain the City's high quality police services as the City grows;
- Finalizing the Park Facilities Master Plan Update and developing parks;
- Recruiting and retaining high quality employees;
- Replacing the existing countywide 800 MHz radio system in cooperation with the County of Orange (ongoing through 2018);
- Developing new operational facilities to accommodate population, program and infrastructure growth;
- Enhancing Citywide mobility; and
- Reducing the City's unfunded pension liability.

Irvine's success in continuing to achieve these goals is evidenced by:

- Remaining the safest large City in the nation (FBI violent crime statistics);
- Opening the 10th community center, the Quail Hill Community Park;
- Creation of a new Transportation Department and reinstatement of the Transportation Commission to provide greater focus on traffic, transit expansion, and transportation projects;
- Maintaining 431 centerline lane miles of roadways, 918 acres of landscaping, 572.1 acres of public park lands, over 64.82 miles of off-street trails, 73,613 trees, and 6,410 acres of preserved open space;
- Maintaining 19 community parks, 39 neighborhood parks, 89 athletic fields, and 126 sports courts;
- Providing support and assistance programs to older residents with physical, emotional and care-giving needs at the Al and Dorothy Keen Center for Senior Resources;

- Providing after-school programs and summer camps;
- Delivering hot meals to home-bound seniors;
- Continuing to provide door-to-door transportation for Irvine residents with disabilities and older adults for school, social, work, and medical appointments through the TRIPS program;
- Implementing a variety of initiatives to respond to the needs of our young people through the Strategic Plan for Children, Youth, and Families;
- Offering recreation and learning programs to provide safe and life-affirming experiences to Irvine's residents;
- Implementing the approved Tournament/Local Access Operating Model at the Sports Park;
- Leading the planning, design, and permitting review in coordination with Heritage Fields for the 688-Acre Orange County Great Park Improvement Area;
- Continuing the planning of the 250-acre Great Park Cultural Terrace;
- Initiate Phase Two of the comprehensive General Plan Update including concepts and land use alternatives as well as environmental analysis; and
- Continue to manage the high demand for development support throughout the City including: development application review, permit issuance, and plan check and inspection services.

#### Education

Education is an important community value in Irvine and the City provides significant support to local schools. The Budget dedicates approximately \$9.7 million in direct and indirect support to local schools, including:

- Direct financial support of \$4 million to local schools annually through FY 2017-18 pursuant to the Partnership for Educational Excellence.
- Public Safety provides over \$3.7 million in support to schools, including:
  1. \$1.9 million - School Resource Office (SRO) Program at middle and high schools;
  2. \$800,000 - D.A.R.E. police officers and public safety assistant for drug prevention, safety education and life choices guidance to elementary school student;
  3. \$960,000 - Crossing Guards to enhance student safety;
  4. \$66,000 - Emergency Preparedness/Safe Driving Program.
- Community Services on campus programs, student services, and joint use facilities of nearly \$2 million:
  1. \$780,000 - Athletic field and pool use;
  2. \$1,100,000 - High School and Middle School Youth Action Teams, Middle School and after school sports and other programs;
  3. \$88,000 - Youth employment services and first grade "Inside the Outdoors" field trip program.

The City Manager has developed the Budget for City Council review and consideration. A summary of proposed General Fund revenues, expenditures, and transfers is included in Attachment 2.

#### Revenues

While the City still benefits from a diversified and growing revenue base, economic indicators show signs of decelerating. Total General Fund revenues are anticipated to increase by \$4.3 million, or 2.4 percent from the FY 2016-17 year-end estimate or 4 percent net of a \$3 million one-time payment related to the Waste Disposal Agreement extension included in Miscellaneous Revenue. Property Tax (\$4.1 million, or 6.9 percent), and Hotel Tax (\$1.5 million, or 11.6 percent) show the greatest year-to-year increases. Sales Tax is estimated to increase by 2 percent when compared to FY 2016-17 estimates. These three sources make up 76 percent of General Fund Revenues. Each revenue category is discussed in greater detail in the Summary Budget book (Revenue Estimates section).

#### Transfers-In

The Budget includes transfers-in to the General Fund of \$7,830,243. These transfers include cost recovery reimbursements for development-related fees and special events in the amount of \$3,330,243 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. Furthermore, these transfers include a transfer-in to the General Fund of \$4.2 million from the Infrastructure and Rehabilitation Fund (Fund 010), resulting from the replacement of General Fund monies with more restrictive special funds to support the City's commitments to significant projects, such as Marine Way and Animal Care, and \$200,000 from the Insurance Fund (Fund 570). These transfers-in are discussed in greater detail in the Detailed Budget book (Special Funds section).



The General Fund Resources table below shows FY 2015-16 actual revenues, FY 2016-17 Adjusted Budget, FY 2016-17 Year-end Estimates, and the FY 2017-18 Proposed Budget.

**RESOURCES**

Revenues	FY 2015-16 ACTUAL	FY 2016-17 ADJUSTED	FY 2016-17 ESTIMATED	FY 2017-18 PROPOSED
Sales Tax	\$ 65,619,926	\$ 64,790,000	\$ 62,977,000	\$ 64,264,000
Property Tax	55,204,528	60,391,000	59,356,000	63,468,000
Hotel Tax	12,294,312	14,703,000	13,138,000	14,666,000
Program and Service Fees	10,900,364	11,258,154	11,258,000	11,773,722
Franchise Tax	9,170,175	9,763,865	9,500,000	9,218,000
Revenue From Other Agencies	3,189,993	6,784,849	5,868,772	3,100,644
Utility Users Tax	4,863,121	5,026,700	4,794,000	4,794,000
Documentary Transfer Tax	3,761,505	4,298,000	4,000,000	4,000,000
Assessment Revenue (HID)	3,073,578	3,676,000	3,284,500	3,666,500
Fines & Forfeitures	1,453,091	1,576,873	1,362,000	1,481,621
Fees for Services	1,371,331	1,449,339	1,449,339	1,530,623
Miscellaneous	1,918,106	1,175,154	1,917,863	1,276,232
Development/Inspection Fees	421,947	322,000	322,000	322,000
Licenses & Permits	508,807	315,000	349,000	360,000
Vehicle License Fees	101,025	100,000	101,026	105,000
<b>Sub-Total General Fund Revenue</b>	<b>\$ 173,851,809</b>	<b>\$ 185,629,934</b>	<b>\$ 179,677,500</b>	<b>\$ 184,026,342</b>
<b>General Fund Transfers-In (From)</b>				
Fund 005 (Overhead)	\$ 651,406	\$ 663,755	\$ 617,173	\$ 638,415
Fund 024 (Overhead)	1,885,736	2,178,090	2,178,090	2,166,953
Fund 027 (Overhead)	430,369	532,000	525,000	492,000
Fund 010 - Rehabilitation Fund	-	-	-	4,200,000
Fund 011 - Orange County Fire Author	-	42,791	42,791	-
Fund 136 - Special Events	-	48,595	48,595	32,875
Fund 143 - Public Safety Grants	5,774	-	-	-
Fund 180 - OCGP (CC Aides)	100,000	100,000	100,000	100,000
Fund 260 - Project Close Outs	-	5,735	5,735	-
Fund 570 - Self-Insurance	-	-	-	200,000
<b>Sub-Total General Fund Transfers-In</b>	<b>\$ 3,073,285</b>	<b>\$ 3,570,966</b>	<b>\$ 3,517,384</b>	<b>\$ 7,830,243</b>
<b>TOTAL GENERAL FUND RESOURCES</b>	<b>\$ 176,925,094</b>	<b>\$ 189,200,900</b>	<b>\$ 183,194,884</b>	<b>\$ 191,856,585</b>

**Expenditures**

The Budget includes General Fund operating expenditures and transfers-out of \$191,724,955. Some additional highlights of the Budget include:

- Direct and indirect support for Irvine schools totaling \$9.7 million
- Establishes the New Transportation Department to focus on traffic and transportation issues
- Includes funding to reach the policy goal of 25 percent in the Contingency Reserve Fund
- Continuation of the Accelerated Pension Liability Paydown Plan
- Investments in technology and innovation, including the countywide emergency communication system for Public Safety and Public Works

- Maintain City services to the community at its traditionally high level through additional staffing in the areas of public safety, senior services, youth outreach, infrastructure construction, and landscape maintenance.

The table below shows FY 2015-16 actual expenditures, FY 2016-17 Adjusted Budget, and the FY 2017-18 Proposed Budget.

**APPROPRIATIONS**

	FY 2015-16 ACTUAL	FY 2016-17 ADJUSTED	FY 2017-18 PROPOSED
<b><u>Operating Appropriations</u></b>			
City Manager's Office	\$ 7,968,730	\$ 9,397,449	\$ 9,413,778
Administrative Services	6,912,488	8,291,058	8,451,047
Community Development	10,889,317	12,925,439	13,587,976
Community Services	32,230,985	35,414,582	38,274,168
Public Safety	67,653,740	73,510,585	76,464,486
Public Works	24,625,888	31,056,820	25,768,934
Transportation	-	-	3,022,452
Non-Departmental	3,705,380	4,458,812	4,459,875
<b><u>Sub-Total Operating Appropriations</u></b>	<b>\$ 153,986,528</b>	<b>\$ 175,054,745</b>	<b>\$ 179,442,716</b>
<b><u>Operating Transfers-Out (To)</u></b>			
Asset Management Plan Fund	\$ 2,100,000	\$ 4,829,000	\$ 2,000,000
Innovation Fund	1,000,000	-	-
Educational Partnership Fund	4,000,000	4,000,000	4,000,000
Contingency Reserve	4,200,500	6,057,526	1,500,345
Capital Improvement	204,446	850,000	-
Infrastructure & Rehabilitation Fund	17,365,000	4,000,000	500,000
Landscape, Lighting and Park Maint	6,747,000	6,131,308	4,281,894
<b><u>Total Operating Transfers-Out</u></b>	<b>\$ 35,616,946</b>	<b>\$ 25,867,834</b>	<b>\$ 12,282,239</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 189,603,474</b>	<b>\$ 200,922,579</b>	<b>\$ 191,724,955</b>

**Personnel**

The Budget includes a net increase of 15 full-time positions over FY 2016-17. The majority of this increase is for hands-on staff directly providing services to the community and an adjustment between contract and City employees within Community Development for permitting and inspection services. Funding is allocated for 821 full-time positions ensuring community values and priorities are met while maintaining outstanding services at a high level. New full-time positions include:

**City Manager's Office**

The department is adding a Senior Project Manager to accommodate a significant increase in Great Park planning and development activity over the coming years. This includes lease negotiation, planning and construction coordination for a range of current and future projects such as the 688-acre park plan, the Community Ice Facility, a water park, wireless infrastructure and park operations facilities, Cultural Terrace amenities, as well as design coordination for the \$30+ million Great Park CIP program. The position will provide expertise in direct project management including design, scheduling, and resource planning.



#### *Administrative Services*

With the increase in the number and complexity of technology projects in the City, Administrative Services is adding a Project Administrator to meet IT service goals. An additional Buyer in the Purchasing section is recommended due to Purchasing workloads increasing year over year and this year, all IT purchasing and contracting was transitioned back to the City after previously being handled by the prior IT service contractor. The change was necessary to bring more cost and performance control back to the City and ensure purchasing policies are met. In addition to the two full-time positions, the department is increasing two part-time human resource positions to full-time. One of the positions is for the strategic priority of recruiting and retaining high quality personnel and the other is for employee relations and classification studies, which has seen an increase in work load as the City expands.

#### *Community Development*

Record levels of construction activity in both residential and commercial sectors continues to exceed core capabilities. Community Development is adjusting the core-contingency model by adding four new Senior Building Inspectors and two new Senior Permit Specialists, offset by a corresponding reduction in contract expenditures for temporary inspection and permit staff in the Building and Safety Fund. To meet customer service needs and City standard performance goals, through this adjustment, the department can ensure quality control, consistency in inspections and appropriate supervision of staff. The department will continue to assess core-contingent staffing requirements and make adjustments as necessary. As development activity slows, attrition through retirement will provide the flexibility to adjust staffing accordingly.

#### *Public Safety*

New positions in the Public Safety Department for next year include two sworn Police Officers and one new Public Safety Assistant to maintain service levels for a growing population. Additionally, Public Safety is establishing a Police Horse Mounted Unit to augment and support field deployments, to enhance public safety, and promote positive relationships within the community.

#### *Public Works*

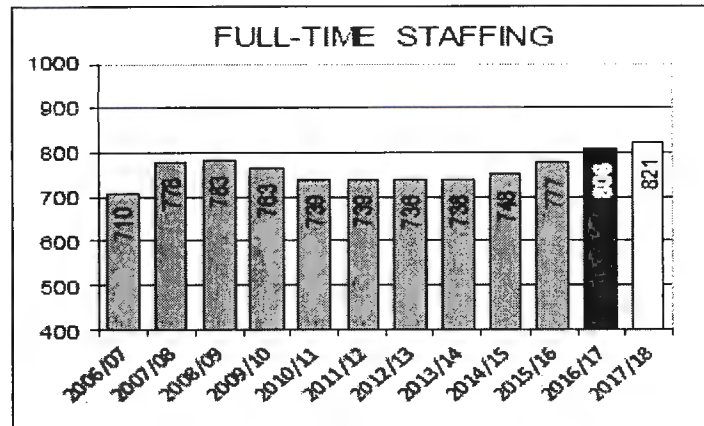
The Public Works Department is adding a Landscape Maintenance Specialist to assist with contract and water management efforts associated with new landscape inventory at the Orange County Great Park, including new trails and landscaping within the Upper Bee and Bosque, and several new athletic fields and facilities as part of the Sports Park.

#### *Transportation*

In response to the high priority the Mayor and City Council have given to traffic relief, transit expansion and transportation projects, a new Transportation Department has been created. The creation of a distinct department will best position the City to focus on this priority. The Transportation budget includes five

new part-time commissioner positions for the newly-reinstated Transportation Commission and the conversion of an existing analyst position to Director of Transportation.

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



The Position Control Resolution establishes the number of authorized full-time positions and authorizes a total of 821 full-time positions for FY 2017-18 (Attachment 3). The Salary Grade Order Resolution establishes annual employee salary structure and ranges, and 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 1-2-210 of the Code of Ordinances*).

Part-time staffing is proposed to increase by 15.77 full-time equivalencies (FTE), attributable largely to the proposed increase in Community Services for the opening of the Orange County Great Park, Sports Park Phase 1, to support the continuing demand for afterschool and summer programs offered at Community Parks, and for Transportation Services to support the addition of two grant funded vehicles to increase program capabilities. Additional growth in part-time staffing is due to Public Safety's proposed increases attributable largely to the Department taking over security services at the Irvine Station.

Non-Hourly positions have increased due to the addition of Crossing Guards and the Transportation Commission (8.0 FTE).

#### Reserves

The City's contingency reserve fund is at 21.6 percent for FY 2016-17. This year, the City Council's goal of achieving 25 percent contingency reserve over the next three years is included in the budget process instead of relying on fiscal year-end carryover. The Budget includes \$1.5 million to meet the second year goal of 23.3 percent reserve funding, for a total contingency reserve of \$42.8 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 Capital Improvement Finance Policies section is updated to include verbiage for acquisition of non-City property to finalize the design and construction of capital improvement projects. This policy will allow staff to effectively advance the right of way process for capital improvement projects, when appropriate. The full Policy is 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 pre-payment savings provided by CalPERS. It is estimated that taking advantage of this option would save the City approximately \$1 million in employer contributions for FY 2017-18. Recommended action number 7 authorizes staff to proceed with the prepayment option.

### Capital Improvement Program

The proposed FY 2017-18 Capital Improvement Program (CIP) Budget provides for \$40.2 million in capital infrastructure improvement projects. Of this amount, \$21.9 million is dedicated to street and mobility improvements, \$7.1 million to facility improvements, and \$11.2 million to Great Park improvements.

Infrastructure projects in the FY 2017-18 CIP include:

#### Street & Mobility Improvements

- Bake/Jeronimo Intersection Widening
- Campus Drive Rehabilitation (University to Carlson)
- Irvine Boulevard Signal Synchronization Project
- Jamboree Pavement Rehab (Michelle to Railroad Tracks) – Design
- Jamboree/Main Intersection Widening
- Jeffrey/Alton Intersection Widening
- Jost/I-5 Bicycle and Pedestrian Bridge
- Protective/Permissive Left-turn Phasing
- Slurry Seal and Local Streets Rehabilitation
- Trabuco/Remington Traffic Signal – Design
- Traffic Signal Vehicle & Bicycle Detection Systems Installation
- University Drive Widening (Ridgeline to I-405)

#### Facility Improvements

- Athletic Court Resurfacing
- Bill Barber Community Park Softball Complex Shade Structure - Design
- Bommer Canyon Rehabilitation - Design
- Civic Center Tenant Improvements Phase 1
- Civic Center Tenant Improvements Phase 2

- Culver Undercrossing Pump Station Replacement Phase 1
- Irvine Animal Care Center Rehabilitation & Expansion – Design
- Irvine Station Painting
- Parking Lot Rehabilitation
- Roof Repair and Replacements
- San Carlo Park Playground Rehabilitation
- Turtle Rock Community Park – Site Drainage Study
- Valencia Park Playground Rehabilitation
- Woollett Aquatics Center Shade Structure & Locker Room Rehabilitation

#### Great Park Infrastructure/Improvements

- Administration Building – Design
- Heritage Fields & City of Irvine Joint Backbone Infrastructure (JBI) Envir. Remediation
- Kids Rock Playground Rehab
- Signage and Wayfinding
- Utility Connection Fees
- Visitor's Center Plaza Refurbishment
- Water Quality System Enhancements
- Western Sector Permanent Restrooms – South Fields
- Western Sector Security Equipment

To underscore fiscal sustainability, the CIP has been extended from a five-year to a ten-year CIP. The first year of the CIP will become the capital budget for which project funding will be authorized. The remaining nine years of the CIP serves as a guide for future capital investments.

#### Strategic Technology Plan

Information Technology plays a strategic role to ensure delivery of innovative, reliable and timely services to the public. The Strategic Technology Plan (STP) identifies hardware and software upgrades and focuses on new technologies. The STP highlights the Recreation and Reservation system, online digital forms, and the Record Management systems.

The STP includes key restructuring efforts to streamline budgeting and accounting processes and advances technology solutions. Most notably, Geographic Information Services (GIS) is moving from the Community Development department to the Information Technology division to serve as a centralized resource for all departments and support digital information initiatives.

Funding for implementing the FY 2017-18 Strategic Technology Plan (Attachment 6) is included in the Budget. Costs 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 at the June 13 joint meeting for recommendation and approval of the Fiscal Year 2017-18 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 Fiscal Year 2017-18 Proposed Operating Budget. Attachment 8 is a summary of the Great Park Fiscal Year 2017-18 Proposed Operating Budget and New Capital Projects. The proposed contracts requested to be approved are presented in Attachment 9.

Approval of the FY 2017-18 Proposed Budget will authorize expenditures for the Great Park Fund (180) and the Great Park Development Fund (286). The Great Park Fund has proposed revenues of \$20.7 million, which include developer fees, special assessment revenue, rent, and programs fees. Proposed expenditures are \$24.1 million including \$14.2 million for ongoing costs of Park operations and maintenance, \$4.8 million for non-recurring costs associated with Park development, and \$5.1 million for transfer out to the Great Park Development Fund (286), primarily driven by utility connection costs. The proposed budget also provides for an addition of \$1 million to the Great Park Rehabilitation Asset Management Plan (RAMP) Reserve.

Key projects for FY 2017-18 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 March 28, 2017, FY 2017-18 is the first year of an operating deficit, expected to be \$3.3 million. As indicated in previous projections, this deficit is due to the sun setting of a significant developer fee in 2017-18 and is partially mitigated by revenue from operation of the new Sports Park coming on-line this year. Pursuant to Board and City Council direction, fees from the Local Access and Tournament Play operating model have been integrated into this year's budget. Revenue from the Sports Park is estimated to be \$5.1 million, assuming 90 percent cost recovery.

Included in the FY 2017-18 Budget is a payment of \$5.4 million to the Irvine Ranch Water District (IRWD) for reclaimed water connection fees. This represents the first payment of a long-term payment plan negotiated with IRWD staff for a total of \$28.7 million. The tentative agreement is being brought to the IRWD Board and will be presented to the City Council for consideration within the next 60 days.

City Council approval is required for all sole source contracts in excess of \$100,000. Similar to previous years, the FY 2017-18 Budget includes a sole source contract with Aerophile California LLC in the amount of \$475,000. This contract is for day-to-day maintenance, operation and repair of the Great Park Balloon in the amount of \$430,000, plus \$45,000 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. Aerophile California LLC only sells direct to its customers, therefore, 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 City Manager has revised the proposed budget as follows:

1. To focus on the high priority of traffic and transportation issues in the City, a new Transportation Department was created to encompass the Irvine Traffic Research and Control Center Division, planning and project development, and traffic relief and expansion within the City. The budget includes five new part-time commissioner positions for the newly-reinstated Transportation Commission and includes the conversion of an existing analyst position to Director of Transportation. Due to the timing of the budget development process, the new department was included in the proposed budget under Public Works. The new department will be included in the adopted budget and the revised Budget Summary reflects the updated department allocations (Attachment 2).
2. Capital Improvement Project number 16 (JOST Trail Segment, Barranca to Walnut) has been removed. In reviewing the proposed \$500,000 funding allocation, it was determined that sufficient funds are available in the project and no additional funding is necessary at this time. Funds will be released back to the System Development Charge – Non Circulation Fund 118.
3. Capital Improvement Project number 36 (University Drive Widening from Ridgeline and I-405) is being added to provide \$ 650,000 in SDC- Circulation funds for Final Design and right-of-way to implement City Council approved transportation improvements. These changes have been included in the Revised CIP Project Summary and Detail Sheets (Attachment 10).
4. The proposed \$7 million budget for Slurry Seal and Local Street Rehabilitation (CIP Project #27) is identified in the Slurry Seal Surcharge Fund (132) as a long-term project. However, the project is going to be completed in the next 12-month cycle and \$5.5 million reserved in fund balance needs to be redistributed accordingly. This change is consistent with prior year project appropriations within this fund.



5. Subsequent to the printing of the Proposed Budget, cost estimates have been reduced for the Great Park Utility Connection Fees, Capital Improvement Project number 20. The reduction allowed for the reallocation of funding to seven other Great Park CIPs. CIP adjustments are reflected in Attachment 10. These changes will reduce the transfer from Fund 180 from \$9.6 million to \$5 million.
6. On March 9, 2017, the City Council approved funding of \$25,000 from the FY 2017-18 General Fund (Fund 001) balance to support the Orange County Task Force for Drowning Prevention. This amount is included in Non-Departmental, as reflected in the updated department allocation in the Budget Summary (Attachment 2).

#### 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 12).

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 balanced budget prior to the beginning of the fiscal year.

### **FINANCIAL IMPACT**

FY 2017-18 General Fund revenues and transfers-in will be \$191,856,585, and operating expenditures and transfers-out will be \$191,724,955, representing a balanced budget that serves the community and supports the City's strategic priorities. Special Funds revenues and transfers-in will be \$340,412,651 and expenditures and transfers-out will be \$502,393,601.

### **REPORT PREPARED BY**

Barbara Arenado, Senior Management Analyst

### **ATTACHMENTS**

- Attachment 1: Budget Recommendation Matrix
- Attachment 2: FY 2017-18 General Fund Budget Summary
- Attachment 3: Resolution Authorizing Full-Time Positions
- Attachment 4: Resolution Establishing Salary Grade Order Structure
- Attachment 5: Capital Improvement Financial Policy
- Attachment 6: Strategic Technology Plan 2017-2022

- Attachment 7: Great Park (Fund 180) Proposed Budget Detail
- Attachment 8: Summary of Great Park FY 2017-18 Proposed Operating Budget
- Attachment 9: Great Park FY 2017-18 Proposed Contracts
- Attachment 10: Capital Improvement Program Projects (Revised)
- Attachment 11: Resolution – Annual Appropriations Limit FY 2017-18
- Attachment 12: Resolution – Appropriations Budget and Financial Policies FY 2017-18

**CITY OF IRVINE**  
**BUDGET RECOMMENDATION MATRIX**  
**COMMISSION RECOMMENDATIONS**  
**FY 2017-18 PROPOSED BUDGET**

	<b>Finance Commission Recommendations to the City Council</b>	<b>Finance Commission</b>	<b>City Manager Position</b>
1	<p>Recommend City Council remove the \$4.2M transfer from Rehabilitation Fund 010 to the General Fund for Marine Way.</p> <p>Recommend that future transfers to the General Fund be shown in a separate new “transfer” category to enhance transparency and further separate “new” revenues from use of savings.</p>	Approved 5-0	<p>Consistent with the original plan when the City sold 21 acres along the railroad tracks to OCTA and earmarked these General Fund revenues to the Marine Way Re-Alignment Project to demonstrate the high priority the City placed on this project, the City’s objective was to replace the General Fund money with more restrictive special funds as these funds became available. This transfer completes that objective.</p> <p>The City Manager’s FY 2017-18 Proposed Budget includes ‘Transfers from Other Funds’ (page 303, Table 1). Future transfers will include a detailed title of the transfer.</p>
2	Recommend City Council remove the \$1.5M transfer to the Contingency Reserve Fund 006 from the General Fund and consider directing staff to undertake an analysis to determine the most appropriate contingency reserve level.	Approved 5-0	On November 24, 2015, City Council instructed the City Manager to bring the reserve fund from 20 percent to 25 percent over three years. The \$1.5M brings the reserve fund to 23.3 percent to meet that goal.
3	Recommend City Council eliminate the \$2M transfer to the Asset Management Plan Fund 002 from the General Fund to reduce the unfunded pension liability.	Approved 5-0	On January 24, 2017, City Council approved an additional \$2M for the unfunded pension liability pay-down. The \$2M allows the City to maintain the goal of being 98 percent funded in 10 years.
4	Recommend City Council increase Facility Maintenance charges by \$465,000 to the Civic Center Maintenance Fund 580 from the General Fund by charging an annual amount at least equal to current fair market rent for each department within the Civic Center, taking into account both short-term and long-term facility maintenance and operating expenditures.	Approved 5-0	Staff reviews the Civic Center Maintenance Fund annually to determine the needs of the City. \$1M in necessary Civic Center Maintenance projects are fully funded. Two additional reserves are in place for unanticipated events: the Contingency Reserve provides for unexpected events and future economic uncertainty; and the Asset Management Plan Fund provides a funding source for rehabilitation of infrastructure, emergencies, or internal loans.

**CITY OF IRVINE**  
**BUDGET RECOMMENDATION MATRIX**  
**COMMISSION RECOMMENDATIONS**  
**FY 2017-18 PROPOSED BUDGET**

	<b>Finance Commission Recommendations to the City Council</b>	<b>Finance Commission</b>	<b>City Manager Position</b>
5	Recommend City Council reduce the General Fund charge to the Technology Fund 579 by \$1M, or use Contingency Reserve Fund 006 to cover the projected revenue shortfall due to Finance Commission recommendations 1-4.	Approved 5-0	Information Technology plays an important role in our community to ensure timely service delivery and convenience to our residents. Examples of areas where we are investing to improve services include: a new recreation and reservation system to meet the needs of our customers; a new online digital forms system to provide residents access to City services 24 hours a day; an upgrade to the Public Safety Department's CAD/RMS system that will enhance the delivery of police services.
6	Recommend City Council delete the \$2M placeholder for Capital Improvement Project (CIP) #6, Civic Center Tenant Improvements Phase 2, funded from Systems Development Charge – Non Circulation (SDC-NC). Direct Public Works to return in the future with a CIP request once the scope and needs have been determined.	Approved 5-0	Civic Center Tenant Improvement Phase 2 CIP Project #6 is not seeking authorization to spend \$2M. Staff will present to the City Council a recommended scope for consideration in 2017. Funds will not be expended until City Council has approved the project plans for Phase 2.
7	Recommend City Council direct staff to modify expenditure assumptions in the Strategic Business Plan five-year outlook to: <ul style="list-style-type: none"> <li>○ adjust cost increase assumptions to an overall increase of 3.5 percent to match the historical growth of the City's population including existing staff compensation;</li> <li>○ adjust assumptions to include a 2 percent annual increase in FTE headcount;</li> </ul>	Approved 5-0	The Strategic Business Plan is a five-year outlook that is reviewed and updated annually. The purpose of the operating forecast is to identify long-term financial trends, opportunities and imbalances so they can be proactively addressed.

**CITY OF IRVINE**  
**BUDGET RECOMMENDATION MATRIX**  
**COMMISSION RECOMMENDATIONS**  
**FY 2017-18 PROPOSED BUDGET**

	<b>Finance Commission Recommendations to the City Council</b>	<b>Finance Commission</b>	<b>City Manager Position</b>
	<ul style="list-style-type: none"> <li>○ adjust assumptions to include a 3 percent annual increase in the cost of contracts and supplies; and</li> <li>○ adjust the Fiscal Year 2018-19 Contracts and Supplies expenditure amount by an additional \$1.5M to account for the one-time shifts of expenditures normally paid from the General Fund that were paid from Special Funds 128, 130, 139, 143, 145, 151, 153 and 154 in Fiscal Year 2017-18.</li> </ul>		
8	Recommend City Council develop a Return on Investment (ROI)/Cost Benefit Policy for single, non-CIP, expenditures over \$50,000 to quantify the benefits.	Approved 5-0	Many of the services provided by the City, including the TRIPS program that provides transportation for older adults and disabled residents, aquatics, youth, and senior programming, could be difficult to justify if viewed only through the lens of tangible ROI. Staff prefers to leave judgement to City Council for funding these and other services and to undertake ROI studies in instances the City Council deems most appropriate.

# CITY OF IRVINE

## FY 2017-18 GENERAL FUND BUDGET SUMMARY

### RESOURCES

	FY 2015-16 ACTUAL	FY 2016-17 ADJUSTED	FY 2017-18 PROPOSED
<b>Revenues</b>			
Sales Tax	\$ 65,619,926	\$ 64,790,000	\$ 64,264,000
Property Tax	55,204,528	60,391,000	63,468,000
Hotel Tax	12,294,312	14,703,000	14,666,000
Program and Service Fees	10,900,364	11,258,154	11,773,722
Franchise Tax	9,170,175	9,763,865	9,218,000
Revenue From Other Agencies	3,189,993	6,784,849	3,100,644
Utility Users Tax	4,863,121	5,026,700	4,794,000
Documentary Transfer Tax	3,761,505	4,298,000	4,000,000
Assessment Revenue (HID)	3,073,578	3,676,000	3,666,500
Fines & Forfeitures	1,453,091	1,576,873	1,481,621
Fees for Services	1,371,331	1,449,339	1,530,623
Miscellaneous	1,918,106	1,175,154	1,276,232
Development/Inspection Fees	421,947	322,000	322,000
Licenses & Permits	508,807	315,000	360,000
Vehicle License Fees	101,025	100,000	105,000
<b>Sub-Total General Fund Revenue</b>	<b>\$ 173,851,809</b>	<b>\$ 185,629,934</b>	<b>\$ 184,026,342</b>
<b>General Fund Transfers-In (From)</b>			
Fund 005 (Overhead)	\$ 651,406	\$ 663,755	\$ 638,415
Fund 024 (Overhead)	1,885,736	2,178,090	2,166,953
Fund 027 (Overhead)	430,369	532,000	492,000
Fund 010 - Rehabilitation Fund			4,200,000
Fund 011 - Orange County Fire Author	-	42,791	-
Fund 136 - Special Events	-	48,595	32,875
Fund 143 - Public Safety Grants	5,774	-	-
Fund 180 - OCGP (CC Aides)	100,000	100,000	100,000
Fund 260 - Project Close Outs	-	5,735	-
Fund 570 - Self-Insurance	-	-	200,000
<b>Sub-Total General Fund Transfers-In</b>	<b>\$ 3,073,285</b>	<b>\$ 3,570,966</b>	<b>\$ 7,830,243</b>
<b>TOTAL GENERAL FUND RESOURCES</b>	<b>\$ 176,925,094</b>	<b>\$ 189,200,900</b>	<b>\$ 191,856,585</b>

### APPROPRIATIONS

	FY 2015-16 ACTUAL	FY 2016-17 ADJUSTED	FY 2017-18 PROPOSED
<b>Operating Appropriations</b>			
City Manager's Office	\$ 7,968,730	\$ 9,397,449	\$ 9,413,778
Administrative Services	6,912,488	8,291,058	8,451,047
Community Development	10,889,317	12,925,439	13,587,976
Community Services	32,230,985	35,414,582	38,274,168
Public Safety	67,653,740	73,510,585	76,464,486
Public Works	24,625,888	31,056,820	25,768,934
Transportation	-	-	3,022,452
Non-Departmental	3,705,380	4,458,812	4,459,875
<b>Sub-Total Operating Appropriations</b>	<b>\$ 153,986,528</b>	<b>\$ 175,054,745</b>	<b>\$ 179,442,716</b>
<b>Operating Transfers-Out (To)</b>			
Asset Management Plan Fund	\$ 2,100,000	\$ 4,829,000	\$ 2,000,000
Innovation Fund	1,000,000	-	-
Educational Partnership Fund	4,000,000	4,000,000	4,000,000
Contingency Reserve	4,200,500	6,057,526	1,500,345
Capital Improvement	204,446	850,000	-
Infrastructure & Rehabilitation Fund	17,365,000	4,000,000	500,000
Landscape, Lighting and Park Maint	6,747,000	6,131,308	4,281,894
<b>Total Operating Transfers-Out</b>	<b>\$ 35,616,946</b>	<b>\$ 25,867,834</b>	<b>\$ 12,282,239</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 189,603,474</b>	<b>\$ 200,922,579</b>	<b>\$ 191,724,955</b>

AVAILABLE FOR ALLOCATION OR RESERVES

\$131,630

PROJECTED CONTINGENCY RESERVE FUND (Incl. \$1.5M)

\$42,837,512

PERCENT OF GENERAL FUND ADOPTED/PROPOSED BUDGET

23.35%



## CITY COUNCIL RESOLUTION NO. 17-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 2017-18 FISCAL YEAR, AND SUPERSEDING RESOLUTION NO. 16-52, 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 July 1, 2017:

<u>CLASSIFICATION</u>	<u>FY 2017-18</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	4
Assistant Planner	2
Associate Engineer	5
Associate Plan Check Engineer	2
Associate Planner	6
Associate Transportation Analyst	2
Budget Officer	1
Building Inspection Supervisor	4
Building Inspector	2

## ATTACHMENT 3

<u>CLASSIFICATION</u>	<u>FY 2017-18</u>
Business Services Administrator	2
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	1
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	3
Environmental Programs Administrator	1

CLASSIFICATION	FY 2017-18
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	9
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 Property Administrator	1
HRIS Specialist	1
Human Resources Administrator	1
Human Resources Analyst I	2
Human Resources Analyst II	1
Human Resources Specialist	2
Information Specialist	3
Landscape Contract Specialist	2
Landscape Maintenance Specialist	9
Landscape Maintenance Superintendent	1
Landscape Maintenance Supervisor	5
Landscape Maintenance Technician	2
Lead Accounting Technician	1
Lead Facilities Maintenance Technician	4
Lead Information Specialist	2
Lead Landscape Maintenance Technician	5
Lead Mail Coordinator	1
Lead Permit Specialist	1
Lead Street Maintenance Technician	7
License Specialist	3
Mail Coordinator	1
Management Analyst I	6

CLASSIFICATION	FY 2017-18
Management Analyst II	5
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, Housing	1
Manager, Human Resources	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 II	6
Plans Examiner	2
Police Commander	3
Police Lieutenant	8
Police Officer	185
Police Sergeant	30
Press Information Officer, IPD	1
Principal Plan Check Engineer	2
Principal Planner	5
Program Assistant	8
Program Specialist	11
Project Development Administrator	4
Property & Evidence Specialist II	2
Public Safety Assistant	6
Public Safety Dispatcher I	8
Public Safety Dispatcher II	8
Public Safety Lead Records Specialist	2
Public Safety Records Specialist	7
Public Safety Records Supervisor	1

CLASSIFICATION	FY 2017-18
Public Safety Technology Analyst	1
Public Safety Traffic Programs Supervisor	1
Public Works Administrator	1
Purchasing/Contracts Administrator	1
Real Property 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	19
Senior Buyer/Contracts Coordinator	2
Senior Civil Engineer	6
Senior Code Enforcement Inspector	4
Senior Construction Inspector	9
Senior Crime Analyst	1
Senior Equipment Mechanic	4
Senior GIS Analyst	2
Senior Human Resources Analyst	1
Senior Management Analyst	14
Senior Media Services Coordinator	2
Senior Office Specialist	7
Senior Permit Specialist	4
Senior Plan Check Engineer	7
Senior Planner	13
Senior Project Manager	8
Senior Public Safety Assistant	2
Senior Registered Veterinary Technician	2
Senior Transportation Analyst	7
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

CLASSIFICATION	FY 2017-18
Supervising Traffic Systems Specialist	1
Supervising Transportation Analyst	3
Supervisor of Accounting Services	1
Traffic Systems Analyst	1
Traffic Systems Specialist	4
Traffic Systems Technician	1
Transit Program Dispatcher	1
Transit Programs Administrator	1
Treasury Specialist	1
Vehicle Installation Technician	1
Veterinary Practice Manager	1
Water Quality Administrator	1
<b>TOTAL AUTHORIZED POSITIONS</b>	<b>821</b>

The Full-time Position Control Resolution is being updated to reflect approved changes by the City Council in the context of the 2017-18 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 6/13/17*



PASSED AND ADOPTED by the City Council of the City of Irvine at a special joint meeting held on the 13th day of June 2017.

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

ATTEST:

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

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a special joint meeting of the City Council of the City of Irvine, held on the 13<sup>th</sup> day of June 2017.

AYES:                   COUNCILMEMBERS:

NOES:                   COUNCILMEMBERS:

ABSENT:                COUNCILMEMBERS:

ABSTAIN:               COUNCILMEMBERS:

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

## CITY COUNCIL RESOLUTION NO. 17-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. 16-53, 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			9/1/15	\$33,300.80	\$52,374.40	8/27/16	\$34,632.00	\$54,475.20
4-ICEA	Office Specialist	N	9/1/15	\$33,134.40	\$52,083.20	8/27/16	\$34,465.60	\$54,163.20
4-ICEA	Para-Transit Driver	N	9/1/15	\$33,134.40	\$52,083.20	8/27/16	\$34,465.60	\$54,163.20
5			9/1/15	\$36,961.60	\$58,115.20	8/27/16	\$38,438.40	\$60,444.80
5-ICEA			9/1/15	\$36,774.40	\$57,844.80	8/27/16	\$38,251.20	\$60,153.60
6			9/1/15	\$40,622.40	\$63,897.60	8/27/16	\$42,244.80	\$66,456.00
6-ICEA	Accounting Technician	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	Code Enforcement Technician	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	Community Services Specialist	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	Duplicating Technician	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	Engineering Aide	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	Facilities Maintenance Technician	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	Information Specialist	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	Landscape Maintenance Technician	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	License Specialist	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	Mail Coordinator	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	Permit Specialist I	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	Public Information Specialist	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	Public Safety Assistant	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	Public Safety Records Specialist	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	Senior Animal Care Specialist	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	Senior Office Specialist	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	Street Maintenance Technician	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
6-ICEA	Vehicle Installation Technician	N	9/1/15	\$40,435.20	\$63,585.60	8/27/16	\$42,057.60	\$66,123.20
7			9/1/15	\$44,304.00	\$69,659.20	8/27/16	\$46,072.00	\$72,446.40
7-ICEA	Administrative Secretary	N	9/1/15	\$44,054.40	\$69,326.40	8/27/16	\$45,822.40	\$72,092.80
7-ICEA	Animal Services Officer	N	9/1/15	\$44,054.40	\$69,326.40	8/27/16	\$45,822.40	\$72,092.80
7-ICEA	Audio-Visual Specialist	N	9/1/15	\$44,054.40	\$69,326.40	8/27/16	\$45,822.40	\$72,092.80
7-ICEA	Deputy City Clerk I	N	9/1/15	\$44,054.40	\$69,326.40	8/27/16	\$45,822.40	\$72,092.80
7-ICEA	Equipment Mechanic	N	9/1/15	\$44,054.40	\$69,326.40	8/27/16	\$45,822.40	\$72,092.80
7-ICEA	Equipment Operator I	N	9/1/15	\$44,054.40	\$69,326.40	8/27/16	\$45,822.40	\$72,092.80
7-ICEA	Lead Mail Coordinator	N	9/1/15	\$44,054.40	\$69,326.40	8/27/16	\$45,822.40	\$72,092.80

## ATTACHMENT 4

7-ICEA	Media Services Specialist	N	9/1/15	\$44,054.40	\$69,326.40	8/27/16	\$45,822.40	\$72,092.80
7-ICEA	Permit Specialist II	N	9/1/15	\$44,054.40	\$69,326.40	8/27/16	\$45,822.40	\$72,092.80
7-ICEA	Police Recruit	N	9/1/15	\$44,054.40	\$69,326.40	8/27/16	\$45,822.40	\$72,092.80
7-ICEA	Program Assistant	N	9/1/15	\$44,054.40	\$69,326.40	8/27/16	\$45,822.40	\$72,092.80
7-ICEA	Property & Evidence Specialist I	N	9/1/15	\$44,054.40	\$69,326.40	8/27/16	\$45,822.40	\$72,092.80
7-ICEA	Public Safety Dispatcher I	N	9/1/15	\$44,054.40	\$69,326.40	8/27/16	\$45,822.40	\$72,092.80
7-ICEA	Senior Accounting Technician	N	9/1/15	\$44,054.40	\$69,326.40	8/27/16	\$45,822.40	\$72,092.80
8			9/1/15	\$47,964.80	\$75,462.40	8/27/16	\$49,878.40	\$78,478.40
8-ICEA	Administrative Aide	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Civilian Investigator I	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Computer Technician	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Engineering Technician	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Equipment Operator II	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Facilities Maintenance Specialist	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Forensic Specialist I	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	GIS Applications Specialist	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Inspector Trainee	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Landscape Contract Specialist	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Landscape Maintenance Specialist	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Lead Accounting Technician	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Lead Information Specialist	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Payroll Specialist	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Property & Evidence Specialist II	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Public Safety Dispatcher II	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Public Safety Lead Records Specialist	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Senior Equipment Mechanic	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Senior Permit Specialist	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Senior Public Safety Assistant	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Street Maintenance Specialist	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Traffic Systems Technician	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Transit Program Dispatcher	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
8-ICEA	Video Production Specialist	N	9/1/15	\$47,715.20	\$75,067.20	8/27/16	\$49,628.80	\$78,062.40
9	Administrative Coordinator	E	9/1/15	\$51,625.60	\$81,182.40	8/27/16	\$53,684.80	\$84,427.20
9	Assistant Planner	N	9/1/15	\$51,625.60	\$81,182.40	8/27/16	\$53,684.80	\$84,427.20
9	Assistant Transportation Analyst	N	9/1/15	\$51,625.60	\$81,182.40	8/27/16	\$53,684.80	\$84,427.20
9	Buyer	E	9/1/15	\$51,625.60	\$81,182.40	8/27/16	\$53,684.80	\$84,427.20
9	Executive Secretary	E	9/1/15	\$51,625.60	\$81,182.40	8/27/16	\$53,684.80	\$84,427.20
9-ICEA	Civilian Investigator II	N	9/1/15	\$51,376.00	\$80,787.20	8/27/16	\$53,435.20	\$84,011.20
9-ICEA	Deputy City Clerk II	N	9/1/15	\$51,376.00	\$80,787.20	8/27/16	\$53,435.20	\$84,011.20
9-ICEA	Food Services Specialist	N	9/1/15	\$51,376.00	\$80,787.20	8/27/16	\$53,435.20	\$84,011.20
9-ICEA	Human Resources Specialist	N	9/1/15	\$51,376.00	\$80,787.20	8/27/16	\$53,435.20	\$84,011.20
9-ICEA	Lead Equipment Mechanic	N	9/1/15	\$51,376.00	\$80,787.20	8/27/16	\$53,435.20	\$84,011.20
9-ICEA	Lead Facilities Maintenance Technician	N	9/1/15	\$51,376.00	\$80,787.20	8/27/16	\$53,435.20	\$84,011.20
9-ICEA	Lead Landscape Maintenance Technician	N	9/1/15	\$51,376.00	\$80,787.20	8/27/16	\$53,435.20	\$84,011.20
9-ICEA	Lead Permit Specialist	N	9/1/15	\$51,376.00	\$80,787.20	8/27/16	\$53,435.20	\$84,011.20
9-ICEA	Lead Street Maintenance Technician	N	9/1/15	\$51,376.00	\$80,787.20	8/27/16	\$53,435.20	\$84,011.20
9-ICEA	Program Specialist	N	9/1/15	\$51,376.00	\$80,787.20	8/27/16	\$53,435.20	\$84,011.20
9-ICEA	Senior Animal Services Officer	N	9/1/15	\$51,376.00	\$80,787.20	8/27/16	\$53,435.20	\$84,011.20
9-ICEA	Senior Vehicle Installation Technician	N	9/1/15	\$51,376.00	\$80,787.20	8/27/16	\$53,435.20	\$84,011.20
10	Accountant	E	9/1/15	\$55,286.40	\$86,964.80	8/27/16	\$57,491.20	\$90,438.40
10	Assistant Engineer	N	9/1/15	\$55,286.40	\$86,964.80	8/27/16	\$57,491.20	\$90,438.40
10	Executive Coordinator	E	9/1/15	\$55,286.40	\$86,964.80	8/27/16	\$57,491.20	\$90,438.40
10	FOR Families Specialist	E	9/1/15	\$55,286.40	\$86,964.80	8/27/16	\$57,491.20	\$90,438.40
10	GIS Analyst	E	9/1/15	\$55,286.40	\$86,964.80	8/27/16	\$57,491.20	\$90,438.40

10-ICEA	Animal Care Center Coordinator	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Aquatics Coordinator	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Armorer	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Building Inspector	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Community Services Program Coordinator	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Construction Inspector	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Disability Services Coordinator	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Exhibition Coordinator	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Facilities Reservation Coordinator	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Forensic Specialist II	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	HRIS Specialist	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Master Facilities Maintenance Specialist	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Master Landscape Maintenance Specialist	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Multimedia Specialist - IPD	N	7/1/16	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Plans Examiner	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Senior Registered Veterinary Technician	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Senior Code Enforcement Inspector	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Supervising Public Safety Dispatcher	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
10-ICEA	Traffic Systems Specialist	N	9/1/15	\$55,036.80	\$86,569.60	8/27/16	\$57,241.60	\$90,022.40
11	Associate Planner	N	9/1/15	\$58,968.00	\$92,726.40	8/27/16	\$61,318.40	\$96,428.80
11	Crime Analyst	E	9/1/15	\$58,968.00	\$92,726.40	8/27/16	\$61,318.40	\$96,428.80
11	Grants Coordinator	N	9/1/15	\$58,968.00	\$92,726.40	8/27/16	\$61,318.40	\$96,428.80
11	Human Resources Analyst I	E	9/1/15	\$58,968.00	\$92,726.40	8/27/16	\$61,318.40	\$96,428.80
11	Management Analyst I	E	9/1/15	\$58,968.00	\$92,726.40	8/27/16	\$61,318.40	\$96,428.80
11	Media Services Coordinator	E	9/1/15	\$58,968.00	\$92,726.40	8/27/16	\$61,318.40	\$96,428.80
11	Payroll Process Analyst	E	9/1/15	\$58,968.00	\$92,726.40	8/27/16	\$61,318.40	\$96,428.80
11	Public Safety Records Supervisor	E	9/1/15	\$58,968.00	\$92,726.40	8/27/16	\$61,318.40	\$96,428.80
11	Senior Buyer/Contracts Coordinator	E	9/1/15	\$58,968.00	\$92,726.40	8/27/16	\$61,318.40	\$96,428.80
11	Supervising Information Specialist	E	9/1/15	\$58,968.00	\$92,726.40	8/27/16	\$61,318.40	\$96,428.80
11	Public Safety Traffic Programs Supervisor	E				7/1/17	\$61,318.40	\$96,428.80
11	Treasury Specialist	E	9/1/15	\$58,968.00	\$92,726.40	8/27/16	\$61,318.40	\$96,428.80
11-ICEA	Lead Traffic Systems Specialist	N	9/1/15	\$58,656.00	\$92,268.80	8/27/16	\$61,006.40	\$95,950.40
11-ICEA	Traffic Systems Analyst	N	9/1/15	\$58,656.00	\$92,268.80	8/27/16	\$61,006.40	\$95,950.40
12	Animal Care Center Supervisor	E	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00
12	Animal Care Volunteer Program Supervisor	E	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00
12	Animal Services Supervisor	E	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00
12	Aquatics Supervisor	E	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00
12	Associate Transportation Analyst	N	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00
12	Community Services Supervisor	E	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00
12	Facilities Maintenance Supervisor	E	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00
12	Fleet Services Supervisor	E	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00
12	ICCP Administrator	E	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00
12	Landscape Maintenance Supervisor	E	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00
12	Regulatory Affairs Supervisor	E	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00
12	Senior Accountant	E	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00
12	Senior GIS Analyst	E	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00
12	Social Services Supervisor/Counselor	E	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00
12	Street Maintenance Supervisor	E	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00
12	Supervising Traffic Systems Specialist	E	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00
12	Veterinary Practice Manager	E	9/1/15	\$62,628.80	\$98,508.80	8/27/16	\$65,124.80	\$102,440.00

12-ICEA	Principal Code Enforcement Inspector	N	9/1/15	\$62,316.80	\$98,030.40	8/27/16	\$64,812.80	\$101,961.60
12-ICEA	Senior Building Inspector	N	9/1/15	\$62,316.80	\$98,030.40	8/27/16	\$64,812.80	\$101,961.60
12-ICEA	Senior Construction Inspector	N	9/1/15	\$62,316.80	\$98,030.40	8/27/16	\$64,812.80	\$101,961.60
13	Associate Engineer	E	9/1/15	\$66,310.40	\$104,270.40	8/27/16	\$68,972.80	\$108,451.20
13	Associate Plan Check Engineer	E	9/1/15	\$66,310.40	\$104,270.40	8/27/16	\$68,972.80	\$108,451.20
13	Human Resources Analyst II	E	9/1/15	\$66,310.40	\$104,270.40	8/27/16	\$68,972.80	\$108,451.20
13	Management Analyst II	E	9/1/15	\$66,310.40	\$104,270.40	8/27/16	\$68,972.80	\$108,451.20
13	Senior Crime Analyst	E	9/1/15	\$66,310.40	\$104,270.40	8/27/16	\$68,972.80	\$108,451.20
13	Senior Media Services Coordinator	E	7/1/16	\$66,310.40	\$104,270.40	8/27/16	\$68,972.80	\$108,451.20
13	Senior Planner	E	9/1/15	\$66,310.40	\$104,270.40	8/27/16	\$68,972.80	\$108,451.20
13-ICEA			9/1/15	\$65,997.60	\$103,771.20	8/27/16	\$68,640.00	\$107,931.20
14	Applications/Programmer Analyst	E	9/1/15	\$69,950.40	\$110,032.00	8/27/16	\$72,758.40	\$114,441.60
14	Assistant City Clerk	E	9/1/15	\$69,950.40	\$110,032.00	8/27/16	\$72,758.40	\$114,441.60
14	Building Inspection Supervisor	E	9/1/15	\$69,950.40	\$110,032.00	8/27/16	\$72,758.40	\$114,441.60
14	Code Enforcement Supervisor	E	9/1/15	\$69,950.40	\$110,032.00	8/27/16	\$72,758.40	\$114,441.60
14	Communications Bureau Supervisor	E	9/1/15	\$69,950.40	\$110,032.00	8/27/16	\$72,758.40	\$114,441.60
14	Construction Inspection Supervisor	E	9/1/15	\$69,950.40	\$110,032.00	8/27/16	\$72,758.40	\$114,441.60
14	Engineering Geologist	E	9/1/15	\$69,950.40	\$110,032.00	8/27/16	\$72,758.40	\$114,441.60
14	Forensic Supervisor	E	9/1/15	\$69,950.40	\$110,032.00	8/27/16	\$72,758.40	\$114,441.60
14	Municipal Records Administrator	E	9/1/15	\$69,950.40	\$110,032.00	8/27/16	\$72,758.40	\$114,441.60
14	Payroll Supervisor	E	9/1/15	\$69,950.40	\$110,032.00	8/27/16	\$72,758.40	\$114,441.60
14	Permit Services Supervisor	E	9/1/15	\$69,950.40	\$110,032.00	8/27/16	\$72,758.40	\$114,441.60
14	Public Safety Technology Analyst	E	9/1/15	\$69,950.40	\$110,032.00	8/27/16	\$72,758.40	\$114,441.60
14	Senior Project Manager	E	9/1/15	\$69,950.40	\$110,032.00	8/27/16	\$72,758.40	\$114,441.60
14	Senior Transportation Analyst	E	9/1/15	\$69,950.40	\$110,032.00	8/27/16	\$72,758.40	\$114,441.60
14	Supervisor of Accounting Services	E	9/1/15	\$69,950.40	\$110,032.00	8/27/16	\$72,758.40	\$114,441.60
14-ICEA			9/1/15	\$69,638.40	\$109,491.20	8/27/16	\$72,425.60	\$113,880.00
15	Right-of-Way Administrator	E	9/1/15	\$73,632.00	\$115,793.60	8/27/16	\$76,585.60	\$120,432.00
15	Senior Human Resources Analyst	E	9/1/15	\$73,632.00	\$115,793.60	8/27/16	\$76,585.60	\$120,432.00
15	Senior Management Analyst	E	9/1/15	\$73,632.00	\$115,793.60	8/27/16	\$76,585.60	\$120,432.00
15	Supervising Transportation Analyst	E	9/1/15	\$73,632.00	\$115,793.60	8/27/16	\$76,585.60	\$120,432.00
15	Water Quality Administrator	E	9/1/15	\$73,632.00	\$115,793.60	8/27/16	\$76,585.60	\$120,432.00
15-ICEA			9/1/15	\$73,257.60	\$115,232.00	8/27/16	\$76,190.40	\$119,849.60
16	Animal Care Administrator	E	9/1/15	\$77,292.80	\$121,576.00	8/27/16	\$80,392.00	\$126,443.20
16	Business Services Administrator	E	9/1/15	\$77,292.80	\$121,576.00	8/27/16	\$80,392.00	\$126,443.20
16	Community Services Superintendent	E	9/1/15	\$77,292.80	\$121,576.00	8/27/16	\$80,392.00	\$126,443.20
16	Emergency Management Administrator	E				7/1/17	\$80,392.00	\$126,443.20
16	Facilities Construction Administrator	E	9/1/15	\$77,292.80	\$121,576.00	8/27/16	\$80,392.00	\$126,443.20
16	Finance Administrator	E	9/1/15	\$77,292.80	\$121,576.00	8/27/16	\$80,392.00	\$126,443.20
16	GIS Supervisor	E	9/1/15	\$77,292.80	\$121,576.00	8/27/16	\$80,392.00	\$126,443.20
16	Open Space Administrator	E	9/1/15	\$77,292.80	\$121,576.00	8/27/16	\$80,392.00	\$126,443.20
16	Press Information Officer, IPD	E	9/1/15	\$77,292.80	\$121,576.00	8/27/16	\$80,392.00	\$126,443.20
16	Public Information Officer	E	9/1/15	\$77,292.80	\$121,576.00	8/27/16	\$80,392.00	\$126,443.20
16	Purchasing/Contracts Administrator	E	9/1/15	\$77,292.80	\$121,576.00	8/27/16	\$80,392.00	\$126,443.20
16	Senior Civil Engineer	E	9/1/15	\$77,292.80	\$121,576.00	8/27/16	\$80,392.00	\$126,443.20
16	Senior Plan Check Engineer	E	9/1/15	\$77,292.80	\$121,576.00	8/27/16	\$80,392.00	\$126,443.20
16	Senior Transportation Engineer	E	9/1/15	\$77,292.80	\$121,576.00	8/27/16	\$80,392.00	\$126,443.20
16	Special Programs Administrator	E	9/1/15	\$77,292.80	\$121,576.00	8/27/16	\$80,392.00	\$126,443.20
16	Transit Programs Administrator	E	9/1/15	\$77,292.80	\$121,576.00	8/27/16	\$80,392.00	\$126,443.20
16-ICEA			9/1/15	\$76,918.40	\$120,993.60	8/27/16	79,996.80	\$125,840.00

17	Assessment District Engineer	E	9/1/15	\$80,974.40	\$127,316.80	8/27/16	\$84,219.20	\$132,412.80
17	Business Administrator	E	9/1/15	\$80,974.40	\$127,316.80	8/27/16	\$84,219.20	\$132,412.80
17	Facilities Maintenance Superintendent	E	9/1/15	\$80,974.40	\$127,316.80	8/27/16	\$84,219.20	\$132,412.80
17	Fleet Services Superintendent	E	9/1/15	\$80,974.40	\$127,316.80	8/27/16	\$84,219.20	\$132,412.80
17	Landscape Maintenance Superintendent	E	9/1/15	\$80,974.40	\$127,316.80	8/27/16	\$84,219.20	\$132,412.80
17	Principal Planner	E	9/1/15	\$80,974.40	\$127,316.80	8/27/16	\$84,219.20	\$132,412.80
17	Street Maintenance Superintendent	E	9/1/15	\$80,974.40	\$127,316.80	8/27/16	\$84,219.20	\$132,412.80
17-ICEA			9/1/15	\$80,579.20	\$126,734.40	8/27/16	\$83,803.20	\$131,809.60
18	Animal Care Center Veterinarian	E	9/1/15	\$84,614.40	\$133,120.00	8/27/16	\$88,004.80	\$138,444.80
18	Assistant City Engineer	E	7/1/16	\$84,614.40	\$133,120.00	8/27/16	\$88,004.80	\$138,444.80
18	Budget Officer	E	9/1/15	\$84,614.40	\$133,120.00	8/27/16	\$88,004.80	\$138,444.80
18	Capital Improvement Program Administrator	E	9/1/15	\$84,614.40	\$133,120.00	8/27/16	\$88,004.80	\$138,444.80
18	Community Services Administrator	E	7/1/16	\$84,614.40	\$133,120.00	8/27/16	\$88,004.80	\$138,444.80
18	Environmental Programs Administrator	E	9/1/15	\$84,614.40	\$133,120.00	8/27/16	\$88,004.80	\$138,444.80
18	Finance Officer	E	9/1/15	\$84,614.40	\$133,120.00	8/27/16	\$88,004.80	\$138,444.80
18	Great Park Property Administrator	E	9/1/15	\$84,614.40	\$133,120.00	8/27/16	\$88,004.80	\$138,444.80
18	Human Resources Administrator	E	9/1/15	\$84,614.40	\$133,120.00	8/27/16	\$88,004.80	\$138,444.80
18	Principal Plan Check Engineer	E	9/1/15	\$84,614.40	\$133,120.00	8/27/16	\$88,004.80	\$138,444.80
18	Project Development Administrator	E	9/1/15	\$84,614.40	\$133,120.00	8/27/16	\$88,004.80	\$138,444.80
18	Public Works Administrator	E	7/1/16	\$84,614.40	\$133,120.00	8/27/16	\$88,004.80	\$138,444.80
18	Real Property Administrator	E	7/1/16	\$84,614.40	\$133,120.00	8/27/16	\$88,004.80	\$138,444.80
18	Risk Management Administrator	E	9/1/15	\$84,614.40	\$133,120.00	8/27/16	\$88,004.80	\$138,444.80
18	Strategic Business Plan Administrator	E	9/1/15	\$84,614.40	\$133,120.00	8/27/16	\$88,004.80	\$138,444.80
18-ICEA			9/1/15	\$84,240.00	\$132,475.20	8/27/16	\$87,609.60	\$137,779.20
19	Community Development Project Administrator	E	9/1/15	\$88,296.00	\$138,860.80	8/27/16	\$91,832.00	\$144,414.40
19	Deputy Building Official	E	9/1/15	\$88,296.00	\$138,860.80	8/27/16	\$91,832.00	\$144,414.40
19-ICEA			9/1/15	\$87,859.20	\$138,216.00	8/27/16	\$91,374.40	\$143,748.80
20	Chief Veterinarian	E	9/1/15	\$91,977.60	\$144,643.20	8/27/16	\$95,659.20	\$150,425.60
20	City Engineer	E	9/1/15	\$91,977.60	\$144,643.20	8/27/16	\$95,659.20	\$150,425.60
20	Information Technology Administrator	E	9/1/15	\$91,977.60	\$144,643.20	8/27/16	\$95,659.20	\$150,425.60
20-ICEA			9/1/15	\$91,520.00	\$143,936.00	8/27/16	\$95,180.80	\$149,697.60



### SWORN POLICE RANGES

Class Title	Effective Date	Minimum Annual Rate	Maximum Annual Rate	Effective Date	Minimum Annual Rate	Maximum Annual Rate
Police Commander	8/11/15	\$123,073.60	\$173,388.80	7/30/16	\$129,604.80	\$182,561.60
Police Lieutenant	8/11/15	\$113,796.80	\$159,952.00	7/30/16	\$119,828.80	\$168,438.40
Police Sergeant	8/11/15	\$90,958.40	\$127,004.80	7/30/16	\$95,784.00	\$133,723.20
Police Officer	8/11/15	\$72,592.00	\$100,443.20	7/30/16	\$76,440.00	\$105,768.00

**RANGES FOR MANAGEMENT AND  
EXECUTIVE MANAGEMENT EMPLOYEES**

<b>Class Title</b>	<b>Effective Date</b>	<b>Minimum Annual Rate</b>	<b>Maximum Annual Rate</b>	<b>Effective Date</b>	<b>Minimum Annual Rate</b>	<b>Maximum Annual Rate</b>
City Manager	7/2/16	\$278,428.80	\$289,681.60	8/27/16	\$289,556.80	\$301,246.40
Director of Public Safety/Chief of Police	8/11/15	\$159,868.80	\$233,105.60	7/30/16	\$168,334.40	\$245,460.80
Assistant City Manager	9/1/15	\$157,892.80	\$230,235.20	8/27/16	\$164,216.00	\$239,449.60
Assistant City Manager, Special Projects	7/1/16	\$157,892.80	\$230,235.20	8/27/16	\$164,216.00	\$239,449.60
Director of Administrative Services	9/1/15	\$129,625.60	\$201,947.20	8/27/16	\$134,804.80	\$210,017.60
Director of Community Development	9/1/15	\$129,625.60	\$201,947.20	8/27/16	\$134,804.80	\$210,017.60
Director of Community Services	9/1/15	\$129,625.60	\$201,947.20	8/27/16	\$134,804.80	\$210,017.60
Director of the Great Park	7/1/16	\$129,625.60	\$201,947.20	8/27/16	\$134,804.80	\$210,017.60
Director of Public Affairs & Communications	9/1/15	\$129,625.60	\$201,947.20	8/27/16	\$134,804.80	\$210,017.60
Director of Public Works	9/1/15	\$129,625.60	\$201,947.20	8/27/16	\$134,804.80	\$210,017.60
Director of Transportation				7/1/17	\$134,804.80	\$210,017.60
Deputy Director, Public Safety/Chief of Police	8/11/15	\$122,220.80	\$187,054.40	7/30/16	\$128,689.60	\$196,976.00
Deputy City Manager				7/1/17	\$113,235.20	\$176,446.40
Deputy Director, Administrative Services	9/1/15	\$108,888.00	\$169,665.60	8/27/16	\$113,235.20	\$176,446.40
Deputy Director, Community Development	9/1/15	\$108,888.00	\$169,665.60	8/27/16	\$113,235.20	\$176,446.40
Deputy Director, Community Services	9/1/15	\$108,888.00	\$169,665.60	8/27/16	\$113,235.20	\$176,446.40
Deputy Director, Public Works	9/1/15	\$108,888.00	\$169,665.60	8/27/16	\$113,235.20	\$176,446.40
City Clerk	9/1/15	\$108,888.00	\$169,665.60	8/27/16	\$113,235.20	\$176,446.40
Chief Information Officer	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Council Services Manager	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Manager, Advance Planning	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Manager, Animal Care	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Manager, Budget and Business Planning	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Manager, Building & Safety/Chief Building Official	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Manager, Business Services	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Manager, Community Services	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Manager, Engineering/City Engineer	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Manager, Facilities Maintenance & Rehabilitation	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Manager, Fiscal Services	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Manager, Great Park Planning & Development	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Manager, Housing	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Manager, Human Resources	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Manager, Land & Assets	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Manager, Public Communications	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Manager, Public Services	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Manager, Transit and Transportation	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40
Special Assistant to the Chief of Police	9/1/15	\$99,403.20	\$154,856.00	8/27/16	\$103,376.00	\$161,054.40

### 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**

<b>Class Title</b>	<b>Effective Date</b>	<b>Minimum Hourly Rate</b>	<b>Maximum Hourly Rate</b>	<b>Effective Date</b>	<b>Minimum Hourly Rate</b>	<b>Maximum Hourly Rate</b>
Animal Care Attendant	9/1/15	\$14.11	\$18.52	8/27/16	\$14.67	\$19.26
Animal Care Specialist	9/1/15	\$17.49	\$22.94	8/27/16	\$18.19	\$23.86
Assistant Food Service Manager	9/1/15	\$22.40	\$29.41	8/27/16	\$23.30	\$30.59
Catering Coordinator	9/1/15	\$19.53	\$25.65	8/27/16	\$20.31	\$26.68
Community Services Leader I	9/1/15	\$11.81	\$14.19	8/27/16	\$12.28	\$14.76
Community Service Leader II	9/1/15	\$13.52	\$15.98	8/27/16	\$14.06	\$16.62
Community Services Leader III	9/1/15	\$14.11	\$18.52	8/27/16	\$14.67	\$19.26
Community Services Senior Leader	9/1/15	\$17.49	\$22.94	8/27/16	\$18.19	\$23.86
Council Executive Assistant I	9/1/15	\$11.25	\$11.81	8/27/16	\$11.70	\$12.28
Council Executive Assistant II	9/1/15	\$13.77	\$14.46	8/27/16	\$14.32	\$15.04
Council; Executive Assistant III	9/1/15	\$17.88	\$18.77	8/27/16	\$18.60	\$19.52
Council Executive Assistant IV	9/1/15	\$22.00	\$23.10	8/27/16	\$22.88	\$24.02
Department Aide	9/1/15	\$11.25	\$11.81	8/27/16	\$11.70	\$12.28
Equipment Services Worker	9/1/15	\$17.77	\$23.32	8/27/16	\$18.48	\$24.25
GIS Technician	9/1/15	\$14.11	\$18.52	8/27/16	\$14.67	\$19.26
Graphics Designer	9/1/15	\$23.25	\$30.50	8/27/16	\$24.18	\$31.72
Information Systems Specialist	9/1/15	\$16.96	\$22.26	8/27/16	\$17.64	\$23.15
Intern I	9/1/15	\$11.25	\$13.72	8/27/16	\$11.70	\$14.27
Intern II	9/1/15	\$13.94	\$18.28	8/27/16	\$14.50	\$19.01
Kitchen Assistant I	9/1/15	\$11.25	\$14.72	8/27/16	\$11.70	\$15.31
Kitchen Assistant II	9/1/15	\$13.52	\$15.98	8/27/16	\$14.06	\$16.62
Lead Cook	9/1/15	\$15.26	\$20.05	8/27/16	\$15.87	\$20.85
Lifeguard	9/1/15	\$11.81	\$14.19	8/27/16	\$12.28	\$14.76
Office Assistant I	9/1/15	\$11.55	\$15.16	8/27/16	\$12.01	\$15.77
Office Assistant II	9/1/15	\$12.48	\$16.40	8/27/16	\$12.98	\$17.06
Office Assistant III	9/1/15	\$14.33	\$18.80	8/27/16	\$14.90	\$19.55
Outreach Assistant I	12/8/15	\$17.49	\$23.26	8/27/16	\$18.19	\$24.19
Outreach Assistant II	12/8/15	\$24.70	\$32.85	8/27/16	\$25.69	\$34.16
Pool Manager	9/1/15	\$17.49	\$22.94	8/27/16	\$18.19	\$23.86
Public Information Assistant	9/1/15	\$16.96	\$22.26	8/27/16	\$17.64	\$23.15
Public Safety Aide	9/1/15	\$11.25	\$14.72	8/27/16	\$11.70	\$15.31
Reservation Specialist I	9/1/15	\$12.48	\$16.40	8/27/16	\$12.98	\$17.06
Reservation Specialist II	9/1/15	\$15.04	\$19.74	8/27/16	\$15.64	\$20.53
Reservation Specialist III	9/1/15	\$16.24	\$21.33	8/27/16	\$16.89	\$22.18
RVT Specialist	7/1/16	\$18.36	\$24.09	8/27/16	\$19.09	\$25.05
Senior Council Executive Assistant	9/1/15	\$25.96	\$27.26	8/27/16	\$27.00	\$28.35
Senior Graphics Designer	9/1/15	\$26.32	\$34.54	8/27/16	\$27.37	\$35.92
Swim Instructor/Lifeguard	9/1/15	\$13.52	\$15.98	8/27/16	\$14.06	\$16.62
Veterinary Assistant	7/1/16	\$14.11	\$18.52	8/27/16	\$14.67	\$19.26
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	9/1/15	\$70.88	\$73.23	8/27/16	\$73.72	\$76.16
Crossing Guard Alternate	9/1/15	\$70.88	N/A	8/27/16	\$73.72	N/A

\*City Resolution No. 05-97

Revised: 6/13/17

PASSED AND ADOPTED by the City Council of the City of Irvine at a special joint meeting held on the 13<sup>th</sup> day of June 2017.

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

ATTEST:

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

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a special joint meeting of the City Council of the City of Irvine, held on the 13<sup>th</sup> day of June 2017.

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

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

# **Financial Policies**

## **Capital Improvement Finance Policies**

The City utilizes the following policies to govern its Capital Improvement Program and the use of special funds that address community capital project needs.

### **Capital Improvement Program**

The City Manager shall develop and maintain a ten-year projection of capital improvement projects based on the General Plan, Specific Plans, and on City Council approved projects. The ten-year projection shall be presented as part of the annual Strategic Business Plan. The Capital Improvement Program (CIP) should be tied to projected revenue and expenditure constraints. Future planning should consider periods of revenue surplus and shortfall, and adjust projects and programs accordingly. The ten-year projection shall include new capital projects, rehabilitation needs and long-term maintenance.

The City's CIP is budgeted on a multi-year basis. As a result, monies are allocated to projects in the fiscal year the funding sources are identified and available even though actual project construction may begin in later years. Annual appropriations for capital projects are contained in the appropriate special funds budget.

The construction contingency shall be as approved by City Council together with the approval of Plans and Specifications. The construction contingency should represent approximately 10 percent to 25 percent of the estimated construction contract amount prepared by the project engineer (Engineer's Estimate) based on the plans, specifications and/or condition of the project area. The City Council shall be advised during the approval of plans and specifications as to the Engineer's Estimate for construction costs and the corresponding recommended construction contingency amount.

Certain capital improvement projects require the acquisition of non-City property, on a temporary and/or permanent basis, to finalize the design and construct the improvements. The Public Works Director and/or its designated staff is authorized to proceed with property acquisition for the purpose of constructing City Council approved capital improvement projects. The tasks necessary to acquire property include but are not limited to obtaining an appraisal, survey, environmental assessments, title services, and negotiations with property owners. Contracts for property acquisition shall be approved and executed in accordance with the City's Financial Policies.

The City's capital program will recognize the borrowing limitation of not only the City but also the debt tolerance (direct and overlapping debt) of the City as a whole. The adopted annual budget shall contain a ten-year summary projection of revenues and expenditures, which specifies the revenue sources and anticipated allocation schedule for the ten-year CIP. This multi-year plan shall be updated on an annual basis. Individual capital improvement projects shall include a budgeted amount for City administration, whereby project estimates reflect the total cost of the project.

The City shall actively pursue outside funding sources for all capital improvement projects.

### **Capital Improvement Funding**

Within the limitation of existing law, various funding sources may be utilized for capital improvements. Capital projects shall not be dictated by the nature of funding available except to the extent that the projects meet an initial test required to achieve City goals and to the extent that projects must be placed in priority in order to utilize outside funding.

Unexpended project balances shall be carried forward to future fiscal years to complete the intent of the original budget, contingent upon approval by the City Council. Upon completion of capital



# **Financial Policies**

## **Capital Improvement Finance Policies**

projects, unspent funds shall be reported to the City Council through the year-end report. The City Manager shall provide recommendations to redirect the use of unspent capital project funds in the year-end report and the annual budget.

In no case shall projects incur a funding deficit without the approval of the City Council.



# Strategic Technology Plan 2017-2022

Prepared by:

Khaled Tawfik

Manager of Technology & Innovation



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## Executive Summary

### Document Purpose

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 while maintaining operational viability, increasing efficiency, and promoting 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 and innovation within the City.

In 1995, the City outsourced IT services and maintained key staff within the Technology and Innovation Division (Technology) to provide strategic oversight of critical functions including management of the outsourced IT services contract.

Key restructuring of groups and Funds have been made to streamline budgeting and accounting of IT services. These changes include telecommunications and duplicating functions moving from Internal Service Fund 578 to the Strategic Technology Fund 579. The Geographic Information Services (GIS) division will move from the Department of Community Development to the Technology Division in the Administrative Services Department. This reorganization will position GIS as a central resource for all City departments and advance GIS services in the City. The City Clerk's Office of Records will continue to manage the Citywide mail services remaining in Fund 578.

Highlighted changes in the FY 2017-18 STP update from last year are changes in general direction of the Technology group, development of focus areas, a five-year forecast, and a list of sole source providers.

### Introduction

The City outsourced technology services in 1995 with the goals of keeping up with advances in IT and to provide reliable, integrated, and innovative services. In 2016, the City restructured the IT services contract establishing higher service levels to improve quality and incorporate additional needed services reflective of City IT service needs. Additional services includes security monitoring and extended help desk hours. Costs associated with the new contract are reflected in the STP.

The Fiscal Year 2017-18 STP continues to support core services, and cost containment, while investing in critical projects. The Technology division strives to be innovative, increase efficiency, and reduce overall costs for services while improving service levels. The Technology division has focused on the following areas to ensure a more efficient delivery of services:

1. Mobility
2. Security
3. Cloud Computing
4. Disaster Recovery

5. Digitization and Data Analytics
6. Innovation

Additionally, the division is focused on projects that will improve operational stability and growth. Priority projects include desktop upgrades, improvements to network security, expansion of the City's wireless network to connect existing facilities, and hardware and software upgrades. Additionally, the division will support projects driven by strategic initiatives for each department within the City. Examples of these initiatives are upgraded records management systems for Public Safety and the City Clerk's Office, and an advanced recreation and reservation system for Community Services.

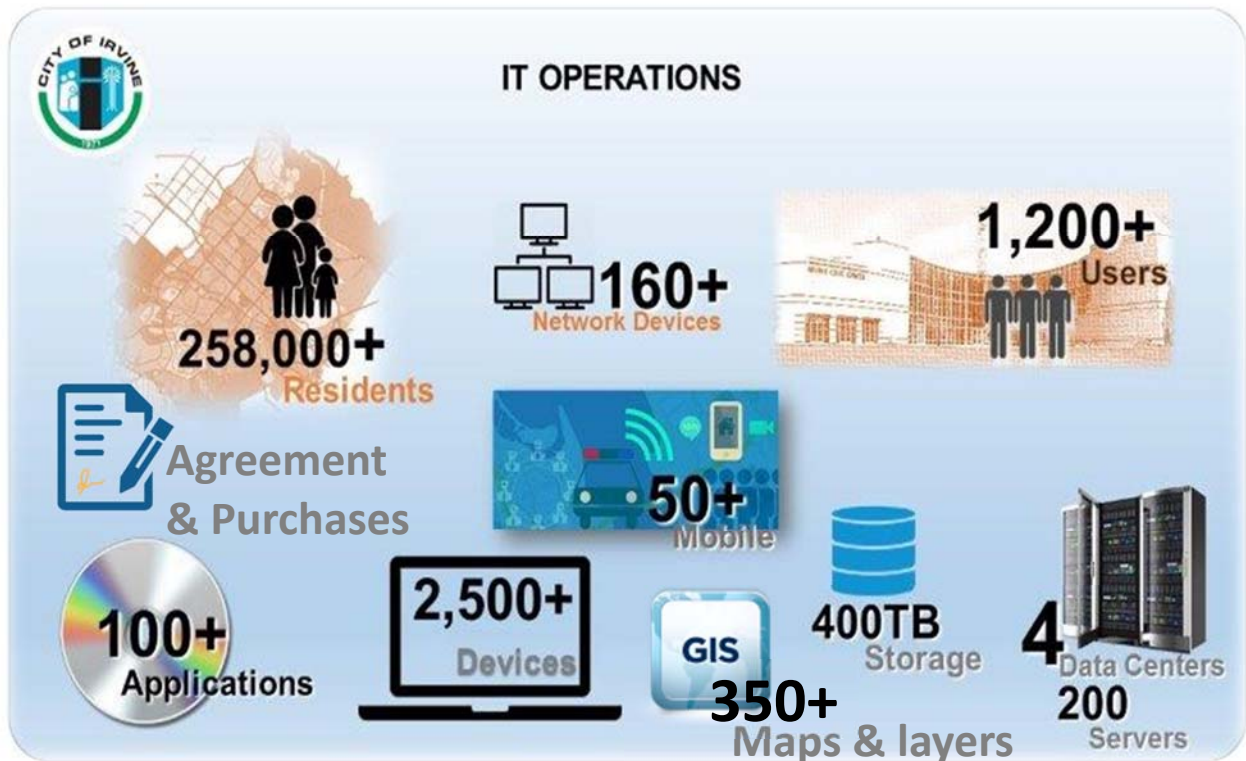
In summary, as the City further implements the initiatives and focus areas outlined in the STP it will continue to see improvements in operational efficiency and opportunity for innovation. The following sections of the STP further describe the current environment, funding guidelines, focus areas, five-year outlook, strategic priorities for each technology program, sole source vendor listing, and a financial summary.

## **Current Environment**

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

The City outsourced IT services in 1995 to meet the needs of the City, to keep up with rapidly changing technology, provide flexible staffing to meet these needs, and to position the City to take advantage of new technologies and best practices for service delivery and business transformation. The City will continue to outsource its IT operations while maintaining strategic oversight of critical functions, such as purchasing, contracting, project development, and technology investments. The City completed a request for proposals (RFP) for the outsourcing of IT services in 2016 and contracted with a new provider in September of 2016. As part of the RFP it was decided to restructure the contract. The staff augmentation contract model was replaced with a performance based contract that establishes specific service levels that the vendor is required to meet. Furthermore, the vendor's financial compensation is directly connected to the achievement of these service levels. This new contracting method is expected to improve services delivered to the City. The Contract provides IT services to meet the City's evolving technology needs including helpdesk, network, security, applications, and project management support services.

The Strategic Technology Fund supports the maintenance of and enhancement to the City's data systems. This includes more than 200 physical and virtual servers, over 400 terabytes of data storage, more than 100 end-user applications, more than 1,000 workstations, numerous mobile devices and a computer network connecting City Hall with remote sites.



## Funding Guidelines

The first priority is to maintain operational viability of the City's IT infrastructure. The City's systems must remain secure, viable and reliable in order for the City to function effectively. Technology funding is prioritized to meet the needs of mission critical systems and core services: IT security, manufacturer support agreements, critical application upgrades, IT deployments at new facilities, hardware replacements based on industry best practices, and recurring expenditures to maintain required service levels.

The second priority is containment of total operational costs by targeting cost-saving solutions such as virtualization, consolidation, cloud computing, periodically reviewing overall strategy, continuing to seek opportunities for shifting costs from capital to service based expenditures, system integration, and taking advantage of converged solutions. For example, the City's server virtualization level continues to progress and is expected to exceed 99% in 2018. By using virtualization, the City is able to lower the data centers footprint, save on licensing, energy and cooling costs. In addition to cost containment, virtualization also provides system redundancy and increased reliability.

The third priority is for the City to remain innovative, while also staying consistent with general IT industry standards and best practices. This goal is maintained by continually monitoring technology trends, identifying those with long-term promise, carefully evaluating each one for viability and applicability, and pursuing those with a perceived high return on investment. Key initiatives being pursued towards this priority through 2021 include cloud computing, mobility, communication improvements, and electronic document processing.



## 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 new innovations and technology trends. In support of these directions, the following focus areas were established:

1. Mobility
2. Security
3. Cloud Computing
4. Disaster Recovery
5. Digitization and Data Analytics
6. 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 access to IT services wherever and whenever they are needed. In addition to tablet computing and smart phones, mobility also includes mobile Internet connectivity for laptops and other computing devices. A requirement for effective mobility is reliable wireless data access in the form of secure Wi-Fi and cellular data services. Keys to a robust mobile network include, dependability, adequate speed (bandwidth) and security through data encryption and authentication. The City has been implementing and deploying secure mobility for many years and will continue to both enhance and expand these efforts, enabling even more effective availability of services to City employees, business, and the public.

#### 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 and resources.
- 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. Information assets include all digital information such as 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 vision, articulated as Strategic Goals and Objectives. The importance of these strategic goals and objectives was assessed and prioritized:

- **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 remote data centers managed by vendors. 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 without the purchase, install and configuration of onsite servers and storage. A lack of resources is no longer a roadblock standing in the way of innovation and expansion.

**Focus on Cloud Computing includes:**

- Microsoft Office 365 and Azure. The City will migrate email accounts to Microsoft Office 365 and utilize cloud-based collaboration tools such as SharePoint, OneDrive, and Skype.
- On Premise and Cloud Interfaces. At times cloud solution 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. The Technology division is customer focus and dedicated to maintaining high levels of service to maintain this the City must also plan for mitigating risks associated with disasters. Past STPs noted the importance of DR, while recognizing that economic conditions simply did not support the needed funding for effective DR services. Previously costs to implement DR in the legacy IT models was extremely cost prohibitive, typically requiring a complete duplication of expensive capital assets, along

with costly high-capacity interconnections, and then facing drastically higher maintenance and recurring refresh costs. The STP's focus on virtualization, cloud computing, mobility, and communications convergence supports DR efficiently. Implementing these technologies as systems are upgraded and replaced will improve our recoverability and lower DR costs in the future. The City has basic DR capability for its records systems. The STP 2017-2022 focuses on other critical functions including security, enterprise financials, Public Safety, email, websites, and core services.

**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 information into a digital format. By digitizing information, it is easier to preserve, search, access, analyze, and share. 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:**

- Cognos Business Intelligence (Cognos BI) and Cognos Disclosure Manager (Cognos DM)
- 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 application

**6. Innovation**

The Innovation Fund 012 was created to support the goals of the STP by providing a funding source to increase operational efficiencies, effectiveness, capabilities, and sustainability.

**Innovation projects for FY 2017-18 include:**

- Public Safety Records Management (RMS)
- Public Works Computerized Maintenance Management System (CMMS)
- City Manager's Office Citizen Relationship Management System (CRM)

## **Financial Analysis Five-Year Outlook**

The STP focuses on preserving viability of the City's operations including core services and maintenance. Total technology budgets for the out-years has 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. Various critical initiatives, such as the County of Orange 800MHz Emergency Radio system replacement project, are also included in the STP.

Program	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Strategic Technology	\$ 9,989,970	\$ 8,641,331	\$ 8,655,688	\$ 8,674,458	\$ 8,696,814
Funded Projects	5,797,689	4,072,333	3,694,156	3,159,580	1,158,623
Duplicating*	794,730	840,852	895,404	953,636	1,020,819
Telecommunications	1,678,866	1,602,739	1,678,227	1,759,900	1,848,391
<b>Total*</b>	<b>\$18,261,255</b>	<b>\$ 15,157,255</b>	<b>\$ 14,923,475</b>	<b>\$ 14,547,574</b>	<b>\$ 12,724,647</b>

\* Duplicating is net of revenues which total \$411,760 for fiscal year 2017-18. The total does not include a CIP for ICTV of \$45,000.

As individual infrastructure systems reach the end of their useful lives cost effective alternatives are explored on a case-by-case basis. In each case, opportunities for virtualization, cloud computing and convergence are evaluated. In many instances, the replacement systems result in lower costs or shift from capital to operational expenditures. This shift allows for containing and leveling overall costs, while freeing up funding for additional initiatives. Continued leveraging of virtualization and cloud computing, will further reduce recurring capital costs while also easing DR capabilities as systems and stored information are decentralized into the cloud. Finally, the City will continue to consolidate software applications and seek lower cost, more highly integrated solutions to control growth of the recurring maintenance budget.

### Strategic Technology (Fund 579 Service 108 and 167 GIS)

The major appropriations for the Strategic Technology Fund 579 are shared costs that are spread to all of the departments in the City and the Great Park through internal service costs (object 4910). These shared costs include contracted services, recurring maintenance costs, hardware, software, supplies and City personnel to manage the program.

Strategic technology initiatives for FY 2017-18 through FY 2021-22 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 efforts related to the County of Orange 800 MHz Emergency Radio upgrade for Public Safety, continued upgrades to the City's wireless network, and replacement of the Public Safety Records Management System.

Most cost estimates for years two through five of the STP are based on normal escalation rates averaging 3% 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 applications and a trial implementation of body worn cameras by Public Safety officers. 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 identified by department.

### **Telecommunications (Fund 579 Service 164)**

The Telecommunications Fund supports the enhancement to 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 2017-18 through FY 2021-22 continue to track to 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 free public 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 579 Service 151)**

The Duplicating Fund manages all functions related to the production of printed media. This includes contract services, City staffing, equipment and supplies to support 57 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 paper-reducing 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 2017-18 proposed budget for Strategic Technology, Telecommunications, and Duplicating, including funds already allocated for ongoing projects, is \$19,009,375. Specific funds previously allocated for projects in progress are detailed in Appendix B.

Strategic Technology Service 108 and GIS Service 167					
Category	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Contract Services	\$ 5,034,472	\$ 4,291,972	\$ 4,291,972	\$ 4,291,972	\$ 4,291,972
Salary/Benefits	1,292,352	1,305,276	1,318,328	1,331,512	1,344,827
Office Supplies	11,000	11,330	11,670	12,020	12,381
Duplicating	1,200	1,200	1,200	1,200	1,200
Facilities Maintenance	90,000	69,231	53,254	40,965	31,512
Business Expense	14,500	14,635	14,774	14,917	15,065
Legal	20,000	20,600	21,218	21,855	22,510
Training	103,000	100,000	100,000	100,000	100,000
Maintenance	3,676,082	3,481,438	3,545,819	3,612,247	3,510,050
Computer Supplies	1,277,970	781,750	755,688	759,822	664,163
Services	3,961,633	2,341,569	1,882,990	1,290,460	973,154
Pcard Contract Services	90,450	90,614	90,782	90,955	85,000
Hardware	135,000	135,000	135,000	135,000	135,000
Software	80,000	50,000	50,000	50,000	50,000
	<b>\$ 15,787,659</b>	<b>\$ 12,694,614</b>	<b>\$ 12,272,695</b>	<b>\$ 11,752,924</b>	<b>\$ 11,236,832</b>

\* Total for Fiscal Year 2017-18 does not include transfers out of \$45,000

Duplicating Service 151					
Category	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Contract Services	\$ 800,000	\$ 847,500	\$ 898,125	\$ 952,106	\$ 1,009,694
Supplies	150,000	154,500	159,135	163,909	168,826
Computer Supplies	60,000	56,650	58,350	60,100	66,903
Salary/Benefits	196,490	206,315	216,630	227,462	238,835
	<b>\$ 1,206,490</b>	<b>\$ 1,264,965</b>	<b>\$ 1,332,240</b>	<b>\$ 1,403,577</b>	<b>\$ 1,484,258</b>

Telecommunications Service 164					
Category	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Contract Services	\$ 511,000	\$ 367,250	\$ 369,568	\$ 371,955	\$ 374,413
Maintenance	140,000	144,200	148,526	152,982	157,571
Telecom Direct	825,000	871,100	920,718	974,173	1,031,815
Computer Supplies	90,000	102,000	115,650	131,183	148,863
Hardware	32,000	33,280	34,611	35,996	37,435
Salary/Benefits	80,866	84,909	89,155	93,613	98,293
	<b>\$ 1,678,866</b>	<b>\$ 1,602,739</b>	<b>\$ 1,678,227</b>	<b>\$ 1,759,900</b>	<b>\$ 1,848,391</b>

**STP Total** **\$ 18,673,015** **\$ 15,562,318** **\$ 15,283,162** **\$ 14,916,401** **\$ 14,569,482**



## Appendix A: Sole Source Providers

The majority of software applications are proprietary, meaning that the company that develops and sells the application also maintains exclusive rights to the program. This exclusivity includes providing application updates and support services for the lifecycle of the application. The STP identifies these 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	Description	Dept	2017-2018
Adobe	Creative Suite	SH	55,000
Aerohive	Network/WLAN System	SH	15,000
Articulate	Articulate 1400 (was Kratos LMS)	SH	24,146
Avigilon/Genetec	Camera Maintenance	PS	47,741
Bair Analytics	Statistics Software	PS	12,731
Biddle Consulting Group, Inc.	CritiCall Online Annual license	AS	10,295
Blackbaud	BlackBaud NetCommunity Spark	CS	12,573
Bluecoat	Network - Internet traffic monitoring	SH	40,000
Carahsoft	Acquia Web Hosting	SH	35,000
Carahsoft	GovDelivery - Digital Government Communication	SH	25,000
Cellebrite	UFED touch mobile forensic device	PS	15,000
Cerdant	Cerdant managed security subscription	SH	16,892
Client Track	ClientTrack	CS/PS	59,605
Connect	Connect CTY	SH	74,688
Contract Logix	Contract Logix System	CS	61,255
County of Orange	Cal-ID AFIS	PS	174,959
County of Orange	800Mhz partnership cost for remaining backbone	PW	189,458
Critigen	CDB annual maintenance	CD	50,000
Crossroads	Crossroads	PS	6,138
Dell	Email Retention Software- VERITAS	SH	22,039
Eagle Aerial Imaging	2014-2018 imagery	SH	14,000
Econolite	Traffic management software	PW	37,000
ePower	Network - UPS and HVAC Support	SH	20,000
ESRI	ESRI ArcView/GIS Support and developer license	SH	100,000
FASTER	FASTER Asset Solutions	PW	11,250
Gartner/County of Ventura	Enterprise IT advisory and consulting services	SH	120,000
Genetec	Camera and Access System	SH	40,000
Geofeedia Inc.	Subscription for location based SM	PS	15,000
Google	Google Maps API	PS	11,255
Granicus	Media streaming	CM	26,353
Hessing Software	City mobile app (Access Irvine) development and support	SH	75,000
Hexagon	CAD/RMS Annual Maintenance	PS	442,187
HLP Inc.	Animal Online Registration System	CS	18,302
Hydropoint Data Systems	WeatherTrak	PW	55,000
Hyland	Records Management System Upgrade	CM	180,619
Hyland	Active Review Hosting	CD	59,000
Hyland	OnBase Document Management System	PS	57,436
Intellitime	VTI	AS	14,884
Intergraph	CAD/RMS Software Upgrades	PS	450,000
Intermedix/ESI	WebEoc Software Maintenance	PS	27,061
Intrado	Beware - analytical database	PS	25,000
IP Access	Mobile Comm - Spare in the Air IP Acc.	PS	17,430
L3 Communications	In Car Video (L3)	PS	30,000
Lehr Auto Electric	Vigilant LPR	PS	28,840
Lucity	Lucity Standard Support	PW	50,000
MacAfee	Anti-Virus software	SH	50,000
Maintenance Connection	Maintenance connection	PW	70,000
Microsoft	Microsoft Premier Support	SH	95,000
Microsoft/SoftwareOne	Microsoft Enterprise Licensing	SH	805,000
Neogov	Neogov	AS	10,768
Netmotion	Netmotion Support	PS	30,000
OpenGov, Inc.	OpenGov	AS	14,935
Orange County	800Mhz partnership cost	PS	647,093
PAI Systems	4.9 Wireless Maintenance and camera maintenance	PS	38,188
PlanetBids	Online Bidding System	AS	10,884
Progressive	LicenseTrack - Business License	PS	25,462
Promantek Inc.	Performance Evaluation Software	AS	22,000
RouteMatch	RouteMatch	CS	30,000
Selectron	Inspectrack handheld inspection system and IVR system	CD	45,805
SnapTrends	Tracking social media tool	PS	20,000
Social Navigator Inc.	LifeRaft	PS	15,000
Solarwinds	Solarwinds Monitoring Software	SH	30,000
SunGard	OneSolution - Financial System	AS	73,592
TBD - Pictometry	Aerial imaging	SH	50,000
Tiburon	Copperfire Forms	PS	22,641
Transource	HiveManager wireless access points and support	SH	13,760
Tyler Technologies	Inforum Gold Permits (Eden)	CD	66,250
UGovernIT	UGovernIT	SH	20,000
Voice Print International (VPI)	Digital Logging	PS	15,246

## Appendix B: Previously Allocated Funds

The following items are funds previously allocated for prior year projects, have not been expended and need to be brought into FY 2017-18 to finish projects pending completion. These amounts have not been included in the appropriations proposed in the STP for FY 2017-18.

### **Fund 579**

#### **Services 4323**

Reprogram to other PS projects	100,000	PS
Budget System	150,000	AS
SunGard upgrades and enhancements	300,000	AS
Eplan review upgrade	125,000	CD
Records Management System Upgrade	80,000	CM
Custom App for Community Services	45,000	CS
CAD/RMS upgrades	215,000	PS
Work order system upgrades	500,000	PW
	<u>\$ 1,515,000</u>	

## Appendix C: STP Line Item Detail

The following tables show detailed line items comprising the Strategic 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.

Strategic Technology Fund 579								
Category	Object	Dept	Description	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Contract Services	4310	CM	Document Management Support	103,000	106,090	109,273	112,551	115,927
Technology Services	4323	CM	Records Management System Upgrade	60,000	-	-	-	-
Technology Services	4323	CM	Data analytics software	2,000	5,000	5,000	5,000	5,000
Technology Services	4323	CM	Agenda management software	100,000	12,000	12,360	12,731	13,113
Technology Subscriptions	4801	CM	Smart forms & eSignature platform - 3 years	5,000	5,000	21,000	21,000	21,000
Software as a Service	4804	CM	Media streaming	26,353	27,671	29,054	30,507	32,032
Software as a Service	4804	CM	Library e-learning	2,652	2,732	2,814	2,898	2,985
Software Agreement	4806	CM	Portfolio Client - Digital Asset Management	1,783	1,837	1,892	1,949	2,007
Software Agreement	4806	CM	OnBase - Document management system maintenance	68,000	71,400	74,970	78,719	82,654
Software Agreement	4806	CM	Sire Imaging System (Records)	32,360	33,330	34,330	35,360	36,421
Software Agreement	4806	CM	Sire Records DR	20,259	20,867	21,493	22,137	22,802
Computer Supplies	4809	CM	Council iPads Support and refresh	5,000	5,000	5,000	5,000	5,000
Technology Services	4323	AS	SunGard OneSolution Upgrades and Enhancements	-	100,000	105,000	110,250	115,763
Technology Services	4323	AS	CAFR report writer (Cognos DM) (\$104,210)	-	4,952	5,101	5,254	5,411
Technology Services	4323	AS	Click to Gov module in OneSolution (\$20,000)	-	5,000	5,150	5,305	5,464
Technology Services	4323	AS	Cognos business intelligence support (\$40,000)	-	40,000	40,000	40,000	40,000
Technology Services	4323	AS	Pcard module in OneSolution (\$35,000)	-	34,260	4,304	4,433	4,566
Technology Services	4323	AS	Workflow for invoices in OneSolution (\$100,000)	-	5,000	5,150	5,305	5,464
Technology Services	4323	AS	Contract module	35,000	4,336	4,466	4,600	4,738
Technology Services	4323	AS	Employee onboarding process	20,000	12,000	12,000	12,000	12,000
Technology Services	4323	AS	Enhancements municast fiscal forecast model	25,000	-	-	-	-
Technology Services	4323	AS	One Solution PAF Workflow	25,000	26,250	27,563	28,941	30,388
Technology Services	4323	AS	Point of sale system	40,000	5,000	5,000	5,000	5,000
Software as a Service	4804	AS	CritiCall	4,300	4,515	4,741	4,978	5,227
Software as a Service	4804	AS	Neogov	10,768	11,091	11,424	11,767	12,120
Software as a Service	4804	AS	OpenGov	14,935	15,383	15,845	16,320	16,809
Software as a Service	4804	AS	Online Bidding System	10,884	11,210	11,547	11,893	12,250
Software as a Service	4804	AS	Performance Evaluation Software	22,000	22,000	22,000	22,000	22,000
Software as a Service	4804	AS	Bonfire Projects Module	14,000	14,420	14,853	15,298	15,757
Software Agreement	4806	AS	VTI	14,884	15,628	16,409	17,230	18,091

Strategic Technology Fund 579								
Category	Object	Dept	Description	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Software Agreement	4806	AS	STR FaxCom	1,315	1,355	1,395	1,437	1,480
Software Agreement	4806	AS	STR PO and AR Software Support	3,178	3,274	3,372	3,473	3,577
Software Agreement	4806	AS	ONESolution - Financial System	73,592	75,800	78,074	80,416	82,828
Software Agreement	4806	AS	JetPCL Enterprise Server	1,496	1,541	1,587	1,635	1,684
Computer Supplies	4809	AS	Tablets	2,500	-	-	-	-
Technology Services	4323	CD	City property tracking software	85,000				
Technology Services	4323	CD	Eden replacement	-	1,000,000	500,000		
Technology Services	4323	CD	Electronic plan review system	100,000				
Technology Services	4323	CD	Affordable housing compliance software	40,000				
Software Agreement	4806	CD	CUBE Voyager	10,000	10,300	10,609	10,927	11,255
Software Agreement	4806	CD	CDB annual maintenance	50,000	30,000	30,000	30,000	30,900
Software Agreement	4806	CD	Active Review Hosting	59,000	60,770	62,593	64,471	66,405
Software Agreement	4806	CD	Numbering System	4,000	4,120	4,244	4,371	4,502
Software Agreement	4806	CD	Inspectrack handheld inspection system	20,000	20,600	21,218	21,855	22,510
Software Agreement	4806	CD	IVR System	25,805	26,579	27,377	28,198	29,044
Software Agreement	4806	CD	Inforum Gold Permits (Eden) Fund 024 Building Safety	53,000	54,590	56,228	57,915	59,652
Software Agreement	4806	CD	Inforum Gold Permits (Eden) General Fund	13,250	13,648	14,057	14,479	14,913
Computer Supplies	4809	CD	Computer supplies	8,000	8,000	8,000	8,000	8,000
Pcard	4307	CS	Contract Service Pcard	2,250	2,318	2,387	2,459	2,532
Pcard	4307	CS	When to Work	3,200	3,296	3,395	3,497	3,602
Technology Services	4323	CS	Contract service support for ClientTrack application	36,000	5,000	5,000	5,000	5,000
Technology Services	4323	CS	Contract Logix System	50,000	5,000	5,000	5,000	5,000
Technology Services	4323	CS	Class Replacement	265,000	265,000	325,000	325,000	325,000
Technology Services	4323	CS	Meal service application upgrade	5,000	5,150	5,305	5,464	5,628
Technology Services	4323	CS	Great Park Visitor Center Paging System	10,000	-	-	-	-
Technology Subscriptions	4801	CS	Team Sideline (League Scheduling)	1,270	1,308	1,347	1,388	1,429
Software as a Service	4804	CS	ClientTrack (8 license and CIS)	20,000	20,600	21,218	21,855	22,510
Software as a Service	4804	CS	Contract Logix System	11,255	11,593	11,941	12,299	12,668
Software as a Service	4804	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	6,000	6,180	6,365	6,556	6,753
Software Agreement	4806	CS	Raisers Edge/ Learn RE Everything	6,573	6,771	6,974	7,183	7,398
Software Agreement	4806	CS	Animal Online Registration System	13,240	13,637	14,046	14,468	14,902
Software Agreement	4806	CS	Animal/Chameleon Software	4,001	4,121	4,244	4,372	4,503
Software Agreement	4806	CS	Route4Me	2,060	2,122	2,185	2,251	2,319
Software Agreement	4806	CS	RouteMatch	30,000	30,000	30,000	30,000	30,000
Software Agreement	4806	CS	Class - Registration Software	53,500	55,105	56,758	58,461	60,215
Software Agreement	4806	CS	Class Mobile encoder	1,167	1,202	1,238	1,275	1,313
Software Agreement	4806	CS	Lakeview Computer Lab	5,628	5,797	5,971	6,150	6,334
Software Agreement	4806	CS	Papercut/Lakeview Lab	833	858	884	910	937
Software Agreement	4806	CS	SAMS Support	1,589	1,637	1,686	1,737	1,789
Computer Supplies	4809	CS	New Park technology setup	30,000	30,000	-	-	-
Computer Supplies	4809	CS	Senior center computer upgrades	22,000				-

**Strategic Technology Fund 579**

Category	Object	Dept	Description	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Computer Supplies	4809	CS	Tablets and loaner laptops	20,000	-	-	-	15,000
Computer Supplies	4809	CS	Technology for Parks	100,000	103,000	106,090	109,273	112,551
Pcard	4307	PS	Contract Service Pcard	25,000	25,000	25,000	25,000	25,000
Technology Services	4323	PS	Cal-ID AFIS	84,686	180,208	185,614	191,183	196,918
Technology Services	4323	PS	Interview Room System	4,774	4,917	5,065	5,217	5,373
Technology Services	4323	PS	Enhancements and support	15,000	10,000	10,000	10,000	10,000
Technology Services	4323	PS	CAD/RMS Software Upgrades	450,000	150,000	100,000	100,000	100,000
Technology Services	4323	PS	800Mhz partnership cost	647,093	-	-	-	-
Technology Services	4323	PS	Upgrade EOC, dispatch and conference room technology	30,000				-
Technology Services	4323	PS	Removal and replacement of radios in police vehicles	20,000				-
Technology Services	4323	PS	Red Channel Encryption option for 800 MHz project	85,388	-	-	-	-
Technology Services	4323	PS	Camera Maintenance	47,741	49,173	50,648	52,167	53,732
Technology Services	4323	PS	4.9 Wireless Maintenance	13,910	14,328	14,758	15,200	15,656
Technology Services	4323	PS	Citywide IS: Cameras (6) School Maintenance	1,311	1,351	1,391	1,433	1,476
Technology Services	4323	PS	Detectives camera maintenance	1,967	2,026	2,087	2,149	2,214
Technology Subscriptions	4801	PS	Schedule Anywhere (49 users)	454	468	482	496	511
Technology Subscriptions	4801	PS	Callyo	5,000	5,150	5,305	5,464	5,628
Technology Subscriptions	4801	PS	CA Codes	1,530	1,576	1,623	1,672	1,722
Technology Subscriptions	4801	PS	Legal Sourcebook: App License	4,229	4,356	4,486	4,621	4,759
Technology Subscriptions	4801	PS	First Watch Annual Subscription	9,270	9,548	9,835	10,130	10,433
Technology Subscriptions	4801	PS	Subscription for location based SM	15,000	15,450	15,914	16,391	16,883
Technology Subscriptions	4801	PS	Schedule Express	7,957	8,195	8,441	8,695	8,955
Technology Subscriptions	4801	PS	Tracking social media tool	20,000	20,000	20,000	20,000	20,000
Technology Subscriptions	4801	PS	Mobile Forensics	3,000	3,090	3,183	3,278	3,377
Software as a Service	4804	PS	ClientTrack	3,605	3,713	3,825	3,939	4,057
Software as a Service	4804	PS	DragonForce	6,180	6,365	6,556	6,753	6,956
Software as a Service	4804	PS	Google Earth	2,251	2,319	2,388	2,460	2,534
Software as a Service	4804	PS	Google Maps API	11,255	11,593	11,941	12,299	12,668
Software as a Service	4804	PS	LifeRaft	15,000	15,000	15,000	15,000	15,000
Software as a Service	4804	PS	Citywide IS: Cameras (5) School Camera Deploy	5,255	5,413	5,575	5,742	5,914
Software as a Service	4804	PS	Citywide IS: Cameras (9) Detective Camera Deploy	9,459	9,742	10,035	10,336	10,646
Software as a Service	4804	PS	Citywide IS: Chiefs Conference Room AV	3,652	3,761	3,874	3,991	4,110
Software as a Service	4804	PS	Citywide IS: Inventory Control System	3,630	3,739	3,851	3,967	4,086
Software Agreement	4806	PS	MobileIron maintenance and support (200 devices)	3,200	3,360	3,528	3,704	3,890
Software Agreement	4806	PS	Netmotion Support for 85 MDC Devices	2,992	3,082	3,174	3,269	3,368
Software Agreement	4806	PS	Statistics Software	12,731	13,113	13,506	13,911	14,329
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	15,000	15,450	15,914	16,391	16,883
Software Agreement	4806	PS	Crossroads	6,138	6,322	6,512	6,707	6,908
Software Agreement	4806	PS	RHR Maintenance	7,000	7,000	7,000	7,000	7,000
Software Agreement	4806	PS	Rigel Workstation Annual Maintenance	1,751	1,804	1,858	1,913	1,971
Software Agreement	4806	PS	Hardware maintenance fee GST Tracking devices	8,752	9,015	9,285	9,564	9,851



**Strategic Technology Fund 579**

Category	Object	Dept	Description	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Software Agreement	4806	PS	WebRMS Maintenance	66,000	67,980	70,019	72,120	74,284
Software Agreement	4806	PS	Animal Online System for vehicles	1,061	1,093	1,126	1,159	1,194
Software Agreement	4806	PS	OnBase Document Management System	42,436	43,709	45,020	46,371	47,762
Software Agreement	4806	PS	Police Management Software	4,774	4,917	5,065	5,217	5,373
Software Agreement	4806	PS	BI Maintenance Module	106,090	109,273	112,551	115,927	119,405
Software Agreement	4806	PS	CAD/RMS Annual Maintenance	270,097	278,200	286,546	295,142	303,996
Software Agreement	4806	SH	WebEoc Software Maintenance	27,061	27,873	28,709	29,570	30,457
Software Agreement	4806	PS	Beware - analytical database	25,000	25,000	25,000	25,000	25,000
Software Agreement	4806	PS	Mobile Comm - Spare in the Air IP Acc.	9,071	9,343	9,623	9,912	10,209
Software Agreement	4806	PS	Mobile Comm IP Access	8,359	8,610	8,868	9,135	9,409
Software Agreement	4806	PS	In Car Video (L3)	30,000	30,900	31,827	32,782	33,765
Software Agreement	4806	PS	Vigilant LPR	28,840	29,705	30,596	31,514	32,460
Software Agreement	4806	PS	CopLogic	6,704	6,905	7,112	7,325	7,545
Software Agreement	4806	PS	Digital Photo Imaging System	7,426	7,649	7,879	8,115	8,358
Software Agreement	4806	SH	Netmotion Support	30,000	30,900	31,827	32,782	33,765
Software Agreement	4806	PS	LicenseTrack - Business License	25,462	26,225	27,012	27,823	28,657
Software Agreement	4806	PS	1640 Radio (time and materials)	10,000	10,300	10,609	10,927	11,255
Software Agreement	4806	PS	Audio Video Maintenance	38,567	39,724	40,915	42,143	43,407
Software Agreement	4806	PS	Cameras Maintenance	30,900	31,827	32,782	33,765	34,778
Software Agreement	4806	PS	Copperfire Forms	22,641	23,320	24,020	24,740	25,483
Software Agreement	4806	PS	PUMA Enterprise Software Service Contract	3,230	3,327	3,427	3,530	3,635
Software Agreement	4806	PS	Digital Logging	15,246	15,703	16,174	16,659	17,159
Software Agreement	4806	PS	Amory Software	6,896	7,103	7,316	7,535	7,762
Computer Supplies	4809	PS	Getac tablet upgrade	345,000	-	-	-	150,000
Computer Supplies	4809	PS	APX Radios for 800 MHz project	59,270	-	-	-	-
Computer Supplies	4809	PS	Upgrade EOC, dispatch and conference room technology	86,200	-	-	-	-
Technology Services	4323	PW	800Mhz partnership cost for remaining backbone	189,458				
Technology Services	4323	PW	Traffic management software	37,000				
Technology Services	4323	PW	CMMS data development	400,000	100,000	100,000	-	-
Technology Services	4323	PW	Maintenance connection implementation	121,305	-	-	-	-
Technology Services	4323	PW	Drone Imaging	25,000	-	-	-	-
Technology Services	4323	PW	Inspector field solutions	5,000				
Technology Services	4323	PW	WeatherTrak	55,000	55,000	55,000	55,000	55,000
Software as a Service	4804	PW	Work order system for facilities - monthly subscription	70,000	60,192	61,998	63,858	65,773
Software Agreement	4806	PW	Micro Paver	900	927	955	983	1,013
Software Agreement	4806	PW	FASTER Asset Solutions	11,250	11,588	11,935	12,293	12,662
Software Agreement	4806	PW	Lucity Standard Support	50,000	51,500	53,045	54,636	56,275
Software Agreement	4806	PW	Tree Inventory Support	10,500	10,815	11,139	11,474	11,818
Software Agreement	4806	PW	AutoCAD licenses	10,560	10,877	11,203	11,539	11,885
Software Agreement	4806	PW	GIS Digital Sign Inventory Maintenance	2,100	2,163	2,228	2,295	2,364
Software Agreement	4806	PW	Vehicle/On Demand	1,050	1,082	1,114	1,147	1,182
Computer Supplies	4809	PW	Tablets for field workers (29) and Inspectors	15,000	-	-	-	-

**Strategic Technology Fund 579**

Category	Object	Dept	Description	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Salary/Benefits	40xx	SH	Salary & Benefits	598,863	604,852	610,900	617,009	623,179
Salary/Benefits	40xx	SH	Salary & Benefits	693,489	700,424	707,428	714,502	721,647
Office Supplies	4110	SH	Office Supplies	6,000	6,180	6,365	6,556	6,753
Office Supplies	4110	SH	Office Supplies - GIS	5,000	5,150	5,305	5,464	5,628
Duplicating	4220	SH	Duplicating	1,200	1,200	1,200	1,200	1,200
Facilities	4260	SH	Facilities Maintenance	90,000	69,231	53,254	40,965	31,512
Pcard	4307	SH	Contract Service Pcard	60,000	60,000	60,000	60,000	60,000
Contract Services	4310	SH	Data center services	4,073,972	4,500,000	4,700,000	3,892,669	3,928,128
Contract Services	4310	SH	IT service contingency	200,000	150,000	150,000	150,000	150,000
Contract Services	4310	SH	Technology project support	300,000	200,000	200,000	150,000	150,000
Contract Services	4310	SH	Website and Media Support	115,000	115,000	115,000	115,000	115,000
Contract Services	4310	SH	Secured Tax Roll	2,500	2,575	2,652	2,732	2,814
Contract Services	4310	SH	Enterprise IT advisory and consulting services	120,000	100,000	100,000	100,000	100,000
Contract Services	4310	SH	Information Technology security assessment	120,000	-	-	-	-
Technology Services	4323	SH	City mobile app (Access Irvine) development and support	75,000	75,000	75,000	75,000	75,000
Technology Services	4323	SH	Application services contingency	50,000	50,000	50,000	50,000	50,000
Technology Services	4323	SH	ProSupport for Servers	20,000	21,000	22,050	23,153	24,310
Technology Services	4323	SH	Website Enhancements	65,000	65,000	65,000	65,000	65,000
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	24/7 Camera maintenance	21,000	21,000	21,000	21,000	21,000
Technology Services	4323	SH	Consultant to provide data and maps for GIS Support	8,000	8,000	8,000	8,000	8,000
Technology Services	4323	SH	Spatial Data management modeling	20,000	-	-	-	-
Technology Services	4323	SH	Network - UPS and HVAC Support	20,000	20,000	20,000	20,000	20,000
Legal	4340	SH	City attorney fees	20,000	20,600	21,218	21,855	22,510
Training	4355	SH	Training Services	100,000	100,000	100,000	100,000	100,000
Training	4445	SH	Training Services (GIS team)	3,000	3,090	3,183	3,278	3,377
Business Expense	4450	SH	Business Expense	10,000	10,000	10,000	10,000	10,000
Business Expense	4450	SH	Business Expense (GIS team)	4,500	4,635	4,774	4,917	5,065
Capital Hardware	4651	SH	Network capital hardware	60,000	60,000	60,000	60,000	60,000
Capital Hardware	4651	SH	Disk Space/SAN (City and PS)	75,000	75,000	75,000	75,000	75,000
Capital Software	4652	SH	Single Sign-on/Two Factor Auth	30,000	30,000	30,000	30,000	30,000
Capital Software	4652	SH	Software Contingency	50,000	50,000	50,000	50,000	50,000
Technology Subscriptions	4801	SH	Creative Suite	30,000	30,000	30,000	30,000	30,000
Technology Subscriptions	4801	SH	Cerdant managed security subscription	16,892	17,398	17,920	18,458	19,012
Technology Subscriptions	4801	SH	Internet Domain Renewals	1,688	1,739	1,791	1,844	1,900
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	100,000	200,000	250,000	250,000	250,000
Software as a Service	4804	SH	Smartdraw	5,000	5,000	5,000	5,000	5,000
Software as a Service	4804	SH	Solarwinds Monitoring Software	30,000	30,000	30,000	30,000	30,000
Software as a Service	4804	SH	Access Irvine App	10,000	10,000	10,000	10,000	10,000

**Strategic Technology Fund 579**

Category	Object	Dept	Description	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
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	20,000	20,600	21,218	21,855	22,510
Software as a Service	4804	SH	Webtrends Analytics 9	1,743	1,743	1,743	1,743	1,743
Software Agreement	4806	SH	Network/WLAN System	15,000	15,900	16,854	17,865	18,937
Software Agreement	4806	SH	Articulate Maintenance	4,000	4,120	4,244	4,371	4,502
Software Agreement	4806	SH	Articulate 1400 (was Kratos LMS)	20,146	20,751	21,373	22,015	22,675
Software Agreement	4806	SH	Civica CMS	5,000	5,250	5,513	5,788	6,078
Software Agreement	4806	SH	Connect CTY	74,688	76,182	77,706	79,260	80,845
Software Agreement	4806	SH	Email Retention Software- VERITAS	22,039	22,700	23,381	24,082	24,805
Software Agreement	4806	SH	Network Monitoring and Support	31,100	31,100	31,100	31,100	31,100
Software Agreement	4806	SH	Adobe Acrobat - Standard and Pro (VLA)	25,000	25,750	26,523	27,318	28,138
Software Agreement	4806	SH	EDU Business Solutions	1,368	1,409	1,451	1,494	1,539
Software Agreement	4806	SH	ESRI ArcView/GIS Support and developer license	100,000	102,000	104,040	106,121	108,243
Software Agreement	4806	SH	Four Winds Interactive (Signs)	2,340	2,340	2,340	2,340	2,340
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	50,000	51,500	53,045	54,636	56,275
Software Agreement	4806	SH	Maintenance Contingency	120,000	120,000	120,000	120,000	120,000
Software Agreement	4806	SH	Microsoft Enterprise Licensing	600,000	700,000	700,000	900,000	900,000
Software Agreement	4806	SH	Microsoft Premier Support	95,000	95,000	95,000	95,000	95,000
Software Agreement	4806	SH	Server and Workstation pay by incident support	10,000	10,000	10,000	10,000	10,000
Software Agreement	4806	SH	Reportal	802	827	851	877	903
Software Agreement	4806	SH	CCTV Support - city manager	30,000	30,900	31,827	32,782	33,765
Software Agreement	4806	SH	HiveManager wireless access points and support	13,760	14,173	14,598	15,036	15,487
Software Agreement	4806	SH	Alvarion Clock Tower	2,629	2,708	2,789	2,873	2,959
Software Agreement	4806	SH	Alvarion Sweet Shade	1,456	1,500	1,545	1,591	1,639
Software Agreement	4806	SH	Computer Room Cleaning	15,000	15,450	15,914	16,391	16,883
Software Agreement	4806	SH	Network - Fluke	1,000	1,000	1,000	1,000	1,000
Software Agreement	4806	SH	Network - Firewall	30,698	300,000	300,000	50,000	50,000
Software Agreement	4806	SH	Network - VPN	5,150	5,305	5,464	5,628	5,796
Software Agreement	4806	SH	Network - PCI Annual Scanning	3,600	3,600	3,600	3,600	3,600
Software Agreement	4806	SH	Network - Room Alert 24 e	63	63	63	63	63
Software Agreement	4806	SH	Network - UPS and HVAC Support	20,000	20,000	20,000	20,000	20,000
Software Agreement	4806	SH	Network - SSL Certificates	18,683	19,244	19,821	20,416	21,028
Software Agreement	4806	SH	Network - VMWare/HyperV	45,000	45,000	45,000	45,000	45,000
Software Agreement	4806	SH	Network - Internet traffic monitoring	40,000	100,000	103,000	106,090	109,273
Computer Supplies	4809	SH	Computer peripherals	10,000	10,000	10,000	10,000	10,000
Computer Supplies	4809	SH	Network (Contingency)	50,000	50,000	50,000	50,000	50,000
Computer Supplies	4809	SH	Network (Minor Hardware)	50,000	50,000	50,000	50,000	50,000
Computer Supplies	4809	SH	Replacement Computers	400,000	400,000	400,000	400,000	400,000
Computer Supplies	4809	SH	Servers Replacement and Virtualization	75,000	78,750	82,688	86,822	91,163
Technology Services	4323	ICTV	ICTV Improvements	400,000	-	-	-	-
Transfer out	8260	ICTV	Transfer out to CIP	45,000	-	-	-	-
<b>Total Technology Cost</b>				<b>15,832,659</b>	<b>14,490,862</b>	<b>14,303,457</b>	<b>12,899,956</b>	<b>13,211,565</b>

Duplicating Fund								
Category	Object	Dept	Description	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Salary/Benefits	40xx	SH	Salaries (100% Dup. Tech)	196,490	206,315	216,630	227,462	238,835
Office Supplies	4110	SH	Paper and Supplies	150,000	154,500	159,135	163,909	168,826
Computer Supplies	4809	SH	Printer Replacements	55,000	56,650	58,350	60,100	61,903
Computer Supplies	4809	PC	Plotter	5,000	-	-	-	5,000
Contract Services	4310	SH	Duplicating Contract	650,000	682,500	716,625	752,456	790,079
Contract Services	4310	SH	Managed Print	150,000	165,000	181,500	199,650	219,615
<b>Duplicating Subtotal</b>				<b>1,206,490</b>	<b>1,264,965</b>	<b>1,332,240</b>	<b>1,403,577</b>	<b>1,484,258</b>
Estimated Revenue				(411,760)	(424,113)	(436,836)	(449,941)	(463,440)
<b>Duplicating Shared Cost Total</b>				<b>794,730</b>	<b>840,852</b>	<b>895,404</b>	<b>953,636</b>	<b>1,020,819</b>

Telecommunications Fund								
Category	Object	Dept	Description	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Salary/Benefits	40xx	SH	Salaries (20% for IT positions)	80,866	84,909	89,155	93,613	98,293
Computer Supplies	4809	SH	Mobile Devices	60,000	69,000	79,350	91,253	104,940
Computer Supplies	4809	SH	Cable & Supplies	15,000	16,500	18,150	19,965	21,962
Computer Supplies	4809	SH	Desk phones and Accessories	15,000	16,500	18,150	19,965	21,962
Contract Services	4310	SH	Analog phone support services	50,000	50,000	50,000	50,000	50,000
Contract Services	4310	SH	Video conferencing services	40,000	40,000	40,000	40,000	40,000
Contract Services	4310	SH	Remote Site Connectivity	75,000	77,250	79,568	81,955	84,413
Contract Services	4323	SH	Wireless Infrastructure Study	346,000	200,000	200,000	200,000	200,000
Software Agreement	4806	SH	VOIP Maintenance	140,000	144,200	148,526	152,982	157,571
Telecom Direct	4513	SH	Mobile Service Providers	305,000	335,500	369,050	405,955	446,551
Telecom Direct	4513	SH	Land Line Service Providers	515,000	530,450	546,364	562,754	579,637
Telecom Direct	4513	PS	Command Post DirecTV	5,000	5,150	5,305	5,464	5,628
Capital Hardware	4651	SH	Capital telecommunications equipment	32,000	33,280	34,611	35,996	37,435
<b>Telecommunications Shared Cost Total</b>				<b>1,678,866</b>	<b>1,602,739</b>	<b>1,678,227</b>	<b>1,759,900</b>	<b>1,848,391</b>

<b>Funded Technology Total</b>				<b>18,718,015</b>	<b>17,358,566</b>	<b>17,313,925</b>	<b>16,063,433</b>	<b>16,544,215</b>
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**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	2015-2016 Actual	2016-2017 Estimated Actual	2017-2018 Proposed
Beginning Fund Balance					312,526,696	309,427,219	319,478,163
Sale of Property	000	000	9999	3601	66,600	0	0
Interest	000	000	9999	3631	405,225	657,565	868,404
Market Value Gain-Loss	000	000	9999	3670	230,003	0	0
Extraordinary Gain-Loss	000	000	9999	3676	(14,500,559)	0	0
Rent	020	010	8001	3632	216,640	0	0
Rent	020	010	8002	3632	301,350	0	0
Rent	020	010	8003	3632	360,000	360,000	297,315
Rent	020	010	8004	3632	933,924	913,335	967,308
Grants-Federal	020	010	8013	3210	267,000	0	0
Donations	020	010	8013	3494	5,000	0	0
Parking Revenue	020	010	8013	3888	60,531	0	0
Development Agreement	020	010	8030	3616	1,200,000	1,350,000	1,500,000
Special Assessmts/Tax-Tax Roll	020	010	8031	3005	9,115,981	9,785,000	10,078,550
Development Agreement	020	010	8032	3616	8,850,000	7,850,000	1,250,000
Rent	020	010	9999	3632	1,667	0	0
Rent	211	004	9999	3632	0	236,330	176,427
Recreation Programs	311	865	3027	3420	0	2,000	0
Contract Class Programs	311	865	3031	3401	1,529	10,000	0
Donations	311	865	3033	3494	120	0	0
Revenue Sharing-Rent	311	865	3033	3635	8,852	12,000	12,000
Tennis	321	305	3011	3461	0	43,000	109,740
Tennis	321	305	3022	3461	0	13,000	86,880

**FUND 180****ORANGE COUNTY GREAT PARK**

Description	Section	Service	Activity	Object	2015-2016 Actual	2016-2017 Estimated Actual	2017-2018 Proposed
Tennis	321	305	3025	3461	0	463,000	1,182,600
Tennis	321	305	3029	3461	0	0	71,280
Tennis	321	305	3031	3461	0	70,000	359,520
Facility-Equipment Rent	321	318	3096	3403	0	400,000	3,038,641
Facility-Equipment Rent	321	318	3197	3403	0	0	83,880
Facility-Equipment Rent	321	324	3096	3403	0	0	125,535
Facility-Equipment Rent	321	324	3197	3403	0	0	28,221
Facility-Equipment Rent	321	325	3096	3403	0	0	86,195
Facility-Equipment Rent	321	325	3197	3403	0	0	31,264
Contract Class Programs	321	865	3031	3401	19,905	0	0
Admissions	321	865	3072	3410	2,245	0	0
Soccer	321	865	3072	3423	20,918	0	0
Facility-Equipment Rent	321	865	3096	3403	382,497	0	0
Contract Class Programs	340	323	3031	3401	3,509	0	0
Facility-Equipment Rent	340	323	3096	3403	63,515	0	0
Facility-Equipment Rent	340	323	8010	3403	435	0	0
Special Events	340	865	3016	3404	0	0	20,000
Recreation Programs	340	865	3027	3420	4,182	0	0
Contract Class Programs	340	865	3031	3401	12,288	65,000	70,000
Gross Taxable Sales	340	865	3091	3490	6,103	1,000	1,000
Facility-Equipment Rent	340	865	3096	3403	137,465	75,000	75,000
Commissions-Vending Non-Tax	340	865	3096	3405	1,772	0	0
Admissions	340	865	8023	3410	104,655	50,000	50,000
Admissions	340	865	8024	3410	49,098	0	0
Donations	340	889	8116	3494	500	0	0
Admissions	340	889	8123	3410	0	150,000	150,000
Recreation Programs	340	889	8127	3420	0	9,000	0
Contract Class Programs	342	865	3031	3401	2,005	10,000	0
Current Yr Recovered Expenses	571	652	8045	3611	2,312	0	0
Current Yr Recovered Expenses	571	652	9999	3611	43,921	0	0
Subtotal Revenue					\$8,381,188	\$22,525,230	\$20,719,760
Salary and Benefits	001	010	9999	40XX	48,701	80,822	68,514



**FUND 180****ORANGE COUNTY GREAT PARK**

Description	Section	Service	Activity	Object	2015-2016	2016-2017	2017-2018
					Actual	Estimated Actual	Proposed
Supplies	017	166	8013	4110	1,094	0	0
Advertising and Publishing Exp	017	166	8013	4150	39,771	0	0
Contract Services	017	166	8013	4310	7,319	0	0
Supplies	017	166	9999	4110	829	5,000	5,000
Postage	017	166	9999	4120	0	5,000	5,000
Advertising and Publishing Exp	017	166	9999	4150	0	20,000	25,000
Contract Services	017	166	9999	4310	0	290,755	150,000
Supplies - Customized	020	010	9999	4109	0	1,000	1,000
Supplies	020	010	9999	4110	3,442	10,000	10,000
Internal Program Supplies	020	010	9999	4115	0	5,000	5,000
Postage	020	010	9999	4120	245	3,000	3,000
Advertising and Publishing Exp	020	010	9999	4150	0	5,000	7,500
Computer Supplies-Software	020	010	9999	4160	0	5,000	0
Permits and Fees	020	010	9999	4170	732	20,000	20,000
Print Services	020	010	9999	4220	4,506	10,000	12,000
Equipment Rent	020	010	9999	4240	0	11,884	9,610
Contract Staffing	020	010	9999	4305	0	15,000	15,000
Non-Contract PCard < \$5K	020	010	9999	4307	146	0	0
Contract Services	020	010	9999	4310	1,407,894	1,698,000	2,020,500
Legal Services	020	010	9999	4333	(41)	150,000	50,000
City Attorney Services	020	010	9999	4340	138,996	330,000	330,000
Vehicle Washing	020	010	9999	4371	0	0	500
Local Travel	020	010	9999	4410	633	3,000	3,000
Tuition Reimbursement	020	010	9999	4440	0	5,000	5,000
Business Expenses	020	010	9999	4450	8,978	20,000	20,000
Telecommunications-Shared	020	010	9999	4511	4,704	4,969	5,834
Wireless Communication	020	010	9999	4512	200	400	400
Cap Equipmt-Office Furniture	020	010	9999	4640	0	10,000	10,000
Cap Computer Hardware Systems	020	010	9999	4651	0	10,000	10,000
Cap Equipmt-Vehicles	020	010	9999	4660	0	35,000	0
Computer Supplies and Equipmnt	020	010	9999	4809	0	0	15,000
Technology-Shared	020	010	9999	4910	24,057	26,669	36,267
Insurance Premium	020	010	9999	4914	124,457	92,000	105,800

**FUND 180****ORANGE COUNTY GREAT PARK**

Description	Section	Service	Activity	Object	2015-2016	2016-2017	2017-2018
					Actual	Estimated Actual	Proposed
Interfund Services Used	020	010	9999	4380	2	0	0
Training	020	010	9999	4445	0	2,000	2,000
Salary and Benefits	020	010	9999	40XX	1,058,254	1,110,965	1,169,181
Tuition Reimbursement	125	141	9999	4440	0	1,300	1,300
Telecommunications-Shared	125	141	9999	4511	1,176	1,242	1,458
Technology-Shared	125	141	9999	4910	6,014	6,667	9,066
Training	125	141	9999	4445	0	550	550
Salary and Benefits	125	141	9999	40XX	249,215	259,803	264,561
Contract Services	151	113	9999	4310	3,000	7,117	7,020
Salary and Benefits	151	113	9999	40XX	54,391	55,600	56,915
Salary and Benefits	152	161	9999	40XX	62,037	66,770	80,000
Salary and Benefits	211	004	9999	40XX	128	3,837	4,135
Supplies	228	004	9999	4110	0	150	150
Postage	228	004	9999	4120	0	200	200
Advertising and Publishing Exp	228	004	9999	4150	0	1,000	1,000
Print Services	228	004	9999	4220	53	2,000	2,000
Salary and Benefits	228	004	9999	40XX	1,801	24,907	0
Interfund Services Used	228	222	9999	4380	77	0	0
Interfund Services Used	228	224	9999	4380	102,929	150,000	150,000
Salary and Benefits	228	224	9999	40XX	6,211	40,057	44,036
Salary and Benefits	240	004	9999	40XX	42	2,492	3,849
Interfund Services Used	241	245	9999	4380	143,727	190,000	190,000
Salary and Benefits	241	245	9999	40XX	2,189	0	2,287
Permits and Fees	241	246	9999	4170	6	0	0
Interfund Services Used	241	246	9999	4380	48,109	264,000	264,000
Interfund Services Used	241	247	9999	4380	1,184	1,500	1,500
Salary and Benefits	301	323	9999	40XX	0	0	169,829
Salary and Benefits	301	865	3001	40XX	125,467	184,300	169,829
Supplies	311	343	3041	4110	0	0	15,000
Contract Services	311	343	3041	4310	0	0	2,000
Repair Maint of Equipment	311	343	3041	4360	0	0	6,000
Interfund Services Used	311	343	3041	4380	0	0	500
Salary and Benefits	311	343	3041	40XX	0	0	137,548

**FUND 180****ORANGE COUNTY GREAT PARK**

Description	Section	Service	Activity	Object	2015-2016	2016-2017	2017-2018
					Actual	Estimated Actual	Proposed
Salary and Benefits	311	865	3016	40XX	12,719	0	0
Supplies	311	865	3027	4110	2,637	0	0
Permits and Fees	311	865	3027	4170	572	0	0
Contract Services	311	865	3027	4310	3,221	3,000	0
Salary and Benefits	311	865	3027	40XX	79,582	0	0
Class Instructors	311	865	3031	4301	1,458	0	0
Salary and Benefits	311	865	3031	40XX	5,808	0	0
Supplies	311	865	3033	4110	14,384	15,000	0
Postage	311	865	3033	4120	7	100	0
Print Services	311	865	3033	4220	22	0	0
Contract Services	311	865	3033	4310	44,750	47,533	0
Local Travel	311	865	3033	4410	994	50	0
Business Expenses	311	865	3033	4450	723	0	0
Training	311	865	3033	4445	0	500	0
Salary and Benefits	311	865	3033	40XX	131,851	161,000	0
Salary and Benefits	311	865	3093	40XX	22,398	0	0
Contract Services	311	889	8802	4310	0	2,653	0
Salary and Benefits	311	889	8802	40XX	2,585	0	0
Salary and Benefits	321	305	3011	40XX	0	0	20,096
Salary and Benefits	321	305	3022	40XX	0	0	27,821
Class Instructors	321	305	3025	4301	0	0	1,132,832
Salary and Benefits	321	305	3025	40XX	0	0	91,332
Salary and Benefits	321	305	3029	40XX	0	0	29,285
Salary and Benefits	321	305	3031	40XX	0	0	50,701
Salary and Benefits	321	305	3197	40XX	0	0	76,512
Supplies	321	318	3096	4110	0	20,000	10,000
Equipment Rent	321	318	3096	4240	0	1,198	0
Salary and Benefits	321	318	3096	40XX	10,355	446,000	401,351
Salary and Benefits	321	318	3197	40XX	0	0	31,462
Salary and Benefits	321	324	3096	40XX	0	0	64,312
Salary and Benefits	321	324	3197	40XX	0	0	31,187
Salary and Benefits	321	325	3096	40XX	0	0	61,871
Salary and Benefits	321	325	3197	40XX	0	0	29,066

**FUND 180****ORANGE COUNTY GREAT PARK**

Description	Section	Service	Activity	Object	2015-2016	2016-2017	2017-2018
					Actual	Estimated Actual	Proposed
Class Instructors	321	865	3031	4301	9,870	0	0
Salary and Benefits	321	865	3031	40XX	3,829	0	0
Overtime	321	865	3033	4030	65	0	0
Supplies	321	865	3033	4110	7,123	0	0
Computer Supplies-Software	321	865	3033	4160	95	0	0
Contract Services	321	865	3033	4310	2,180	0	0
Repair Maint Replacement Parts	321	865	3033	4361	0	1,000	0
Local Travel	321	865	3033	4410	63	200	0
Tuition Reimbursement	321	865	3033	4440	640	0	0
Cap Equipmt- Vehicles	321	865	3033	4660	0	0	92,500
Training	321	865	3033	4445	45	500	0
Salary and Benefits	321	865	3033	40XX	112,683	0	0
Class Instructors	321	865	3072	4301	5,216	0	0
Contract Services	321	865	3072	4310	1,048	0	0
Salary and Benefits	321	865	3072	40XX	6,032	0	0
Overtime	321	865	3096	4030	65	0	0
Contract Services	321	865	3096	4310	1,040	10,000	0
Salary and Benefits	321	865	3096	40XX	171,562	0	0
Salary and Benefits	340	306	3125	40XX	511	0	0
Salary and Benefits	340	323	8010	40XX	889	0	0
Supplies	340	337	8116	4110	0	0	36,000
Contract Services	340	337	8116	4310	0	0	133,000
Salary and Benefits	340	337	8116	40XX	0	0	87,702
Supplies	340	337	8120	4110	0	0	3,000
Contract Services	340	337	8120	4310	0	0	70,000
Salary and Benefits	340	337	8120	40XX	0	0	13,975
Supplies	340	337	8127	4110	0	0	11,300
Contract Services	340	337	8127	4310	0	0	28,000
Salary and Benefits	340	337	8127	40XX	0	0	77,347
Class Instructors	340	337	8131	4301	0	0	40,000
Salary and Benefits	340	337	8131	40XX	0	0	43,019
Contract Services	340	337	8801	4310	0	0	50,194
Overtime	340	359	3050	4030	0	0	5,000

**FUND 180****ORANGE COUNTY GREAT PARK**

Description	Section	Service	Activity	Object	2015-2016	2016-2017	2017-2018
					Actual	Estimated Actual	Proposed
Supplies	340	359	3050	4110	0	0	40,000
Permits and Fees	340	359	3050	4170	0	0	1,000
Salary and Benefits	340	359	3096	40XX	0	0	7,443
Salary and Benefits	340	359	3139	40XX	0	0	149,138
Salary and Benefits	340	359	8029	40XX	0	0	72,034
Contract Services	340	359	8119	4310	0	0	44,033
Supplies	340	359	8123	4110	0	0	2,000
Contract Services	340	359	8123	4310	0	0	435,000
Insurance Premium	340	359	8123	4914	0	0	105,000
OCGP Cap Equipmt-Balloon	340	359	8123	4625	0	0	45,000
Salary and Benefits	340	359	8123	40XX	0	0	10,542
Supplies	340	359	8124	4110	0	0	1,000
Contract Services	340	359	8124	4310	0	0	9,000
Salary and Benefits	340	359	8124	40XX	0	0	151,313
Salary and Benefits	340	389	3018	40XX	369	0	0
Overtime	340	865	3033	4030	362	5,000	0
Supplies	340	865	3033	4110	46,589	30,000	0
Internal Program Supplies	340	865	3033	4115	111	0	0
Postage	340	865	3033	4120	48	100	0
Mail Center-Shared	340	865	3033	4123	5,426	0	0
Advertising and Publishing Exp	340	865	3033	4150	3,865	800	0
Computer Supplies-Software	340	865	3033	4160	1,928	500	0
Print Services	340	865	3033	4220	9,929	13,000	0
Printing Services-Shared	340	865	3033	4221	13,321	0	0
Equipment Rent	340	865	3033	4240	76,772	73,972	0
Contract Services	340	865	3033	4310	110,343	135,000	0
Local Travel	340	865	3033	4410	449	650	0
Tuition Reimbursement	340	865	3033	4440	30	0	0
Telecommunications-Shared	340	865	3033	4511	55,276	0	0
Subscriptions-Technology	340	865	3033	4801	0	500	0
Technology-Shared	340	865	3033	4910	282,668	0	0
Technology-Departmental	340	865	3033	4981	15,000	0	0
Salary and Benefits	340	865	3033	40XX	411,785	915,000	0

**FUND 180****ORANGE COUNTY GREAT PARK**

Description	Section	Service	Activity	Object	2015-2016	2016-2017	2017-2018
					Actual	Estimated Actual	Proposed
Salary and Benefits	340	865	3041	40XX	7,377	0	0
Overtime	340	865	3093	4030	73	0	0
Salary and Benefits	340	865	3093	40XX	31,599	0	0
Overtime	340	865	3096	4030	42	0	0
Contract Services	340	865	3096	4310	0	5,000	0
Salary and Benefits	340	865	3096	40XX	37,608	0	0
Overtime	340	865	3139	4030	120	0	0
Contract Services	340	865	3139	4310	68,145	0	0
Salary and Benefits	340	865	3139	40XX	204,133	0	0
Computer Supplies-Software	340	865	8029	4160	0	500	0
Salary and Benefits	340	865	8029	40XX	3,423	0	0
Overtime	340	889	8116	4030	75	0	0
Supplies	340	889	8116	4110	11,273	23,000	0
Print Services	340	889	8116	4220	770	0	0
Contract Services	340	889	8116	4310	29,212	64,000	0
Interfund Services Used	340	889	8116	4380	27,931	0	0
Salary and Benefits	340	889	8116	40XX	58,672	0	0
Overtime	340	889	8118	4030	57	0	0
Supplies	340	889	8118	4110	1,691	2,500	0
Contract Services	340	889	8118	4310	17,372	1,500	0
Salary and Benefits	340	889	8118	40XX	24,423	0	0
Overtime	340	889	8123	4030	101	0	0
Supplies	340	889	8123	4110	80	0	0
Contract Services	340	889	8123	4310	392,588	400,000	0
Insurance Premium	340	889	8123	4914	81,377	91,463	0
OCGP Cap Equipmt-Balloon	340	889	8123	4625	668,454	0	0
Salary and Benefits	340	889	8123	40XX	32,416	0	0
Overtime	340	889	8124	4030	101	0	0
Supplies	340	889	8124	4110	1,015	500	0
Permits and Fees	340	889	8124	4170	0	500	0
Contract Services	340	889	8124	4310	30,577	5,000	0
OCGP Cap Equipmt-Balloon	340	889	8124	4625	0	80,000	0
Salary and Benefits	340	889	8124	40XX	65,360	0	0



**FUND 180****ORANGE COUNTY GREAT PARK**

Description	Section	Service	Activity	Object	2015-2016	2016-2017	2017-2018
					Actual	Estimated Actual	Proposed
Overtime	340	889	8127	4030	21	0	0
Supplies	340	889	8127	4110	4,327	7,000	0
Contract Services	340	889	8127	4310	11,268	12,000	0
Salary and Benefits	340	889	8127	40XX	22,800	0	0
Class Instructors	340	889	8131	4301	6,533	26,000	0
Salary and Benefits	340	889	8131	40XX	4,732	0	0
Salary and Benefits	340	889	8139	40XX	478	0	0
Overtime	340	889	8149	4030	42	0	0
Contract Services	340	889	8149	4310	0	20,000	0
Insurance Premium	340	889	8149	4914	2,650	2,650	0
Salary and Benefits	340	889	8149	40XX	11,719	0	0
Overtime	340	889	8801	4030	21	0	0
Contract Services	340	889	8801	4310	0	50,194	0
Salary and Benefits	340	889	8801	40XX	10,703	4	0
Supplies	342	344	3018	4110	0	0	5,500
Contract Services	342	344	3018	4310	0	0	44,000
Salary and Benefits	342	344	3018	40XX	0	0	126,148
Salary and Benefits	342	344	3033	40XX	0	0	35,636
Salary and Benefits	342	345	3033	40XX	0	0	7,134
Supplies	342	345	8127	4110	0	0	9,000
Supplies	342	346	3018	4110	0	0	5,000
Contract Services	342	346	3018	4310	0	0	25,000
Salary and Benefits	342	346	3018	40XX	0	0	112,866
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	0	10,000
Salary and Benefits	342	346	8149	40XX	0	0	15,893
Supplies	342	347	8116	4110	0	0	2,000
Contract Services	342	347	8116	4310	0	0	9,600
Supplies	342	865	3016	4110	3,584	500	0
Contract Services	342	865	3016	4310	14,360	2,000	0
Salary and Benefits	342	865	3016	40XX	56,613	296,000	0
Supplies	342	865	3018	4110	1,502	500	0

**FUND 180****ORANGE COUNTY GREAT PARK**

Description	Section	Service	Activity	Object	2015-2016	2016-2017	2017-2018
					Actual	Estimated Actual	Proposed
Advertising and Publishing Exp	342	865	3018	4150	525	0	0
Contract Services	342	865	3018	4310	14,984	22,000	0
Salary and Benefits	342	865	3018	40XX	47,278	0	0
Supplies	342	865	3027	4110	0	500	0
Contract Services	342	865	3027	4310	0	15,000	0
Salary and Benefits	342	865	3027	40XX	1,025	0	0
Class Instructors	342	865	3031	4301	975	5,300	0
Salary and Benefits	342	865	3031	40XX	9,224	0	0
Supplies	342	865	3033	4110	181	500	0
Internal Program Supplies	342	865	3033	4115	30	49	0
Local Travel	342	865	3033	4410	190	0	0
Salary and Benefits	342	865	3033	40XX	141,213	0	0
Supplies	361	323	9999	4110	0	0	81,900
Postage	361	323	9999	4120	0	0	700
Advertising and Publishing Exp	361	323	9999	4150	0	0	2,000
Print Services	361	323	9999	4220	0	0	1,500
Equipment Rent	361	323	9999	4240	0	0	5,032
Contract Services	361	323	9999	4310	0	0	257,000
Repair Maint Replacement Parts	361	323	9999	4361	0	0	2,500
Local Travel	361	323	9999	4410	0	0	400
Tuition Reimbursement	361	323	9999	4440	0	0	4,000
Business Expenses	361	323	9999	4450	0	0	8,500
Misc Capital Equipment	361	323	9999	4670	0	0	130,000
Bank and Credit Card Fees	361	323	9999	4796	0	0	90,000
Subscriptions-Technology	361	323	9999	4801	0	0	4,000
Computer Supplies and Equipmnt	361	323	9999	4809	0	0	52,000
Training	361	323	9999	4445	0	0	7,500
Salary and Benefits	361	323	9999	40XX	0	0	199,147
Postage	361	865	3006	4120	0	0	5,000
Mail Center-Shared	361	865	3006	4123	0	8,676	8,676
Advertising and Publishing Exp	361	865	3006	4150	0	0	5,000
Print Services	361	865	3006	4220	0	0	16,000
Printing Services-Shared	361	865	3006	4221	0	83,132	98,344

**FUND 180****ORANGE COUNTY GREAT PARK**

Description	Section	Service	Activity	Object	2015-2016 Actual	2016-2017 Estimated Actual	2017-2018 Proposed
Equipment Rent	361	865	3006	4240	0	0	40,863
Contract Services	361	865	3006	4310	0	16,800	83,800
Local Travel	361	865	3006	4410	0	0	3,000
Tuition Reimbursement	361	865	3006	4440	0	5,000	10,000
Business Expenses	361	865	3006	4450	0	0	250
Telecommunications-Shared	361	865	3006	4511	0	59,013	69,284
Bank and Credit Card Fees	361	865	3006	4796	0	2,000	7,400
Subscriptions-Technology	361	865	3006	4801	0	0	4,500
Computer Supplies and Equipmnt	361	865	3006	4809	0	0	10,000
Technology-Shared	361	865	3006	4910	0	310,617	422,410
Training	361	865	3006	4445	0	0	2,000
Technology-Departmental	361	865	3006	4981	0	136,072	10,000
Salary and Benefits	361	865	3006	40XX	161,724	145,000	215,746
Overtime	401	402	4080	4030	0	15,000	0
Equipment Rent	401	402	4080	4240	0	0	7,401
Salary and Benefits	401	402	4080	40XX	0	356,361	0
Overtime	401	402	9999	4030	0	0	18,000
Equipment Under \$5K	401	402	9999	4106	0	0	3,800
Cap Equipmt-Vehicles	401	402	9999	4660	0	0	80,000
Salary and Benefits	401	402	9999	40XX	0	0	524,804
Overtime	411	402	4004	4030	24,401	0	0
Salary and Benefits	411	402	4004	40XX	408	0	0
Overtime	411	402	4080	4030	2,383	0	0
Salary and Benefits	411	402	4080	40XX	34	0	0
Overtime	411	406	4080	4030	4,266	0	0
Non-Contract PCard < \$5K	411	406	4080	4307	(88)	0	0
Salary and Benefits	411	406	4080	40XX	297,389	0	0
Contract Services	501	003	9999	4310	0	0	1,000
City Attorney Services	501	003	9999	4340	995	7,000	18,000
Tuition Reimbursement	501	003	9999	4440	0	100	2,600
Telecommunications-Shared	501	003	9999	4511	0	1,242	1,458
Technology-Shared	501	003	9999	4910	0	6,667	9,066
Salary and Benefits	531	004	9999	40XX	882	0	0

**FUND 180****ORANGE COUNTY GREAT PARK**

Description	Section	Service	Activity	Object	2015-2016	2016-2017	2017-2018
					Actual	Estimated Actual	Proposed
Contract Services	531	560	9999	4310	0	250,000	841,000
Contract Services	532	561	9999	4310	0	10,000	100,000
Contract Services	533	004	9999	4310	0	0	7,000
Telecommunications-Shared	533	004	9999	4511	1,176	0	0
Electric Utility	533	004	9999	4540	0	0	20,000
Technology-Shared	533	004	9999	4910	6,014	0	0
Interfund Services Used	533	004	9999	4380	0	0	71,500
Salary and Benefits	533	004	9999	40XX	202,258	250,792	232,229
Interfund Services Used	533	564	9999	4380	198,086	0	0
Overtime	551	595	9999	4030	1	0	750
Supplies	551	595	9999	4110	154	250	2,000
Contract Services	551	595	9999	4310	0	500	9,000
Interfund Services Used	551	595	9999	4380	2,013	0	0
Salary and Benefits	551	595	9999	40XX	4,686	8,935	8,426
Overtime	551	596	9948	4030	0	0	600
Supplies	551	596	9948	4110	0	100	500
Contract Svcs-Street Sweeping	551	596	9948	4314	2,249	9,110	53,000
Salary and Benefits	551	596	9948	40XX	264	4,925	7,958
Overtime	551	597	9948	4030	0	0	350
Supplies	551	597	9948	4110	0	1,000	10,000
Contract Services	551	597	9948	4310	0	2,500	73,000
Salary and Benefits	551	597	9948	40XX	264	4,923	7,958
Overtime	551	598	9999	4030	0	0	700
Supplies	551	598	9999	4110	2,007	1,200	1,500
Contract Services	551	598	9999	4310	0	4,000	4,000
Contract Svcs-Concrete	551	598	9999	4322	0	16,000	4,000
Salary and Benefits	551	598	9999	40XX	4,171	10,362	8,426
Overtime	551	599	9999	4030	0	0	930
Supplies	551	599	9999	4110	0	2,000	2,000
Contract Services	551	599	9999	4310	0	4,600	5,000
Salary and Benefits	551	599	9999	40XX	2,630	14,663	14,011
Water Utility	571	652	8045	4520	6,521	0	0
Overtime	571	652	9999	4030	13	0	0

**FUND 180****ORANGE COUNTY GREAT PARK**

Description	Section	Service	Activity	Object	2015-2016	2016-2017	2017-2018
					Actual	Estimated Actual	Proposed
Supplies	571	652	9999	4110	63	2,500	20,000
Advertising and Publishing Exp	571	652	9999	4150	0	620	0
Equipment Rent	571	652	9999	4240	11,489	10,172	6,622
Contract Services	571	652	9999	4310	32,705	143,000	250,000
Contract Svcs-Park Maint	571	652	9999	4319	828,547	1,100,000	2,306,094
Water Utility	571	652	9999	4520	123,453	150,000	299,000
Salary and Benefits	571	652	9999	40XX	176,686	195,550	320,093
Overtime	591	373	3073	4030	1,748	100	4,000
Supplies	591	373	3073	4110	45,697	32,000	50,000
Computer Supplies-Software	591	373	3073	4160	0	100	0
Permits and Fees	591	373	3073	4170	518	2,000	4,500
Equipment Rent	591	373	3073	4240	9,283	12,098	8,839
Contract Services	591	373	3073	4310	330,703	250,000	971,120
Water Utility	591	373	3073	4520	0	1,000	25,000
Gas Utility	591	373	3073	4530	0	500	3,000
Electric Utility	591	373	3073	4540	166,286	180,000	395,000
Cap Equipmt-Vehicles	591	373	3073	4660	0	0	15,000
Misc Capital Equipment	591	373	3073	4670	0	500	17,000
Training	591	373	3073	4445	0	100	1,500
Salary and Benefits	591	373	3073	40XX	152,551	178,028	218,135
Overtime	591	373	8123	4030	84	5	0
Supplies	591	373	8123	4110	6,756	7,500	20,000
Permits and Fees	591	373	8123	4170	0	0	1,000
Contract Services	591	373	8123	4310	30,956	11,000	35,000
Electric Utility	591	373	8123	4540	19,100	20,000	0
Salary and Benefits	591	373	8123	40XX	4,364	13,314	0
Overtime	591	373	8124	4030	785	200	0
Supplies	591	373	8124	4110	11,732	3,500	20,000
Permits and Fees	591	373	8124	4170	853	1,000	1,000
Contract Services	591	373	8124	4310	14,396	16,000	30,000
Electric Utility	591	373	8124	4540	6,367	6,500	0
Training	591	373	8124	4445	0	100	1,500
Salary and Benefits	591	373	8124	40XX	23,491	21,987	19,450

**FUND 180****ORANGE COUNTY GREAT PARK**

Description	Section	Service	Activity	Object	2015-2016	2016-2017	2017-2018
					Actual	Estimated Actual	Proposed
Trans Out-General Fund	915	915	9999	8001	100,000	100,000	100,000
Trans Out-Maintenance Assessmt	915	915	9999	8119	0	0	21,871
Trans Out-GP Development	915	915	9999	8286	920,140	0	5,021,260
Subtotal Expenditures					<u>\$11,480,665</u>	<u>\$12,474,286</u>	<u>\$24,152,387</u>
Fund Balance - Assigned	000	000	9999	2906	309,427,219	319,478,163	316,045,536
Ending Fund Balance					<u>\$309,427,219</u>	<u>\$319,478,163</u>	<u>\$316,045,536</u>
Ending Fund Balance					309,427,219	319,478,163	316,045,536



**FY 2017-18 ORANGE COUNTY GREAT PARK FUND (180)  
BY DEPARTMENT BY BUDGET CATEGORY**

Description	Administrative Services	City Manager's Office	Community Development	Community Services	Public Safety	Public Works	Non Departmental	Total
<b>RESOURCES</b>								
<b>Revenues</b>								
Community Facilities District		10,078,550						10,078,550
Public Benefit Fee		1,500,000						1,500,000
Five Point Contribution to Annual Maintenance		1,250,000						1,250,000
Lease Revenues		1,264,623	176,427					1,441,050
Program and Service Fees				5,568,756				5,568,756
Fees For Services				1,000				1,000
Miscellaneous				12,000			868,404	880,404
<b>TOTAL RESOURCES</b>	-	14,093,173	176,427	5,581,756	-	-	868,404	20,719,760
<b>APPROPRIATIONS</b>								
<b>Expenses</b>								
Salary & Benefits	401,476	1,237,695	54,307	2,717,285	524,804	836,686		5,772,253
Overtime Salaries	-	-	-	5,000	18,000	7,330		30,330
Supplies		108,500	3,350	325,400	3,800	132,500		573,550
Internal Service	10,524	51,711		654,609	7,401	25,985		750,230
Contract Services	7,020	2,565,500	605,500	2,383,959	-	4,778,714		10,340,693
Training/Bus Expense	1,850	30,000		35,650		5,600		73,100
Utilities		400				742,000		742,400
Capital Equipment		20,000		267,500	80,000	32,000		399,500
Miscellaneous		105,800		212,400				318,200
Repairs & Maintenance		500		8,500				9,000
<b>Total Operating Appropriations</b>	420,870	4,120,106	663,157	6,610,303	634,005	6,560,815	-	19,009,256
<b>Transfers-Out</b>								
General Fund							100,000	100,000
Great Park Maintenance Assessment							21,871	21,871
Great Park Development Fund							5,021,260	5,021,260
<b>Total Transfer-Out</b>	-	-	-	-	-	-	5,143,131	5,143,131
<b>TOTAL APPROPRIATIONS</b>	420,870	4,120,106	663,157	6,610,303	634,005	6,560,815	5,143,131	24,152,387
Net Decrease in Available Fund Balance Before Reserve	(420,870)	9,973,067	(486,730)	(1,028,547)	(634,005)	(6,560,815)	(4,274,727)	(3,432,627)
Set Aside to Rehab Asset Mgmt. Plan (RAMP)							774,737	774,737
<b>NET DECREASE IN AVAILABLE FUND BALANCE</b>	(420,870)	9,973,067	(486,730)	(1,028,547)	(634,005)	(6,560,815)	(5,049,464)	(4,207,364)

**GREAT PARK DEVELOPMENT FUND (286)  
NEW PROJECT COSTS**

**Projects:**

Joint Backbone Infrastructure Environmental Remediation	\$ 80,000
Kids Rock Playground Rehabilitation	120,000
Administration Building - Design	544,015
Utility Connection Fees	4,380,515
Park-Wide Signage & Wayfinding	225,000
Western Sector Permanent Restrooms - South Fields	590,000
Visitor's Center Plaza Refurbishment	3,292,800
Water Quality System Enhancements	330,000
Western Sector Security Equipment	1,658,930
<b>Total Great Park</b>	<b>\$ 11,221,260</b>

**GENERAL AND SPECIAL FUNDS**  
**CONTRACT SERVICES DETAIL BY DEPARTMENT**

City Manager's Office

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
<b><u>SPECIAL FUND</u></b>							
7180017049	SPECIAL EVENTS	180	017	166	9999	4310	150,000
7180020050	TEMPORARY STAFFING SUPPORT SERVICES, AS NEEDED	180	020	010	9999	4305	15,000
7180020051	ARCHITECTURE AND DESIGN COORDINATION	180	020	010	9999	4310	650,000
7180020052	TRAILER RENT	180	020	010	9999	4310	32,000
7180020053	PLANNING CONSULTANT SERVICES	180	020	010	9999	4310	200,000
7180020054	ENGINEERING SUPPORT SERVICES	180	020	010	9999	4310	600,000
7180020055	ENVIRONMENTAL SERVICES	180	020	010	9999	4310	100,000
7180020056	FINANCIAL AND REAL ESTATE ADVISORY SERVICES	180	020	010	9999	4310	347,500
7180020057	GREAT PARK SECURITY DESIGN REVIEW	180	020	010	9999	4310	10,000
7180020058	PHOTOGRAPHIC, VIDEO AND GRAPHIC SUPPORT SERVICES	180	020	010	9999	4310	35,000
7180020059	TRANSPORTATION SERVICES	180	020	010	9999	4310	6,000
7180020060	WATER QUALITY	180	020	010	9999	4310	40,000
7180020061	SPECIAL LEGAL SERVICES	180	020	010	9999	4333	50,000
7180020063	LEGAL SERVICES FOR CITY RELATED ACTIVITIES	180	020	010	9999	4340	330,000
						SPECIAL FUND TOTAL:	\$2,565,500
						CITY MANAGER'S OFFICE TOTAL:	\$2,565,500

**GENERAL AND SPECIAL FUNDS**  
**CONTRACT SERVICES DETAIL BY DEPARTMENT**

Administrative Services

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
<b><u>SPECIAL FUND</u></b>							
7181151150	CONTRACT FOR THE CITY'S ANNUAL INDEPENDENT AUDIT OF ITS FINANCIAL STATEMENTS AND COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)	180	151	113	9999	4310	7,020
						SPECIAL FUND	TOTAL: <u>\$7,020</u>
						ADMINISTRATIVE SERVICES	TOTAL: <u>\$7,020</u>

**GENERAL AND SPECIAL FUNDS**  
**CONTRACT SERVICES DETAIL BY DEPARTMENT**

Community Development

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
<b><u>SPECIAL FUND</u></b>							
7182228042	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
7182241043	SUPPORT FOR PLAN CHECK AND INSPECTION ASSOCIATED WITH THE OCGP DEVELOPMENT	180	241	245	9999	4380	190,000
7182241044	SUPPORT FOR PLAN CHECK AND INSPECTION ASSOCIATED WITH THE OCGP DEVELOPMENT	180	241	246	9999	4380	264,000
7182241045	SUPPORT FOR PLAN CHECK AND INSPECTION ASSOCIATED WITH THE OCGP DEVELOPMENT	180	241	247	9999	4380	1,500
						SPECIAL FUND	TOTAL: <u>\$605,500</u>
						COMMUNITY DEVELOPMENT	TOTAL: <u>\$605,500</u>

**GENERAL AND SPECIAL FUNDS**  
**CONTRACT SERVICES DETAIL BY DEPARTMENT**

Community Services

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
<b><u>SPECIAL FUND</u></b>							
7183311139	VETERINARY SERVICES	180	311	343	3041	4310	2,000
7183311140	REPAIR AND MAINTENANCE OF URBAN AGRICULTURE EQUIPMENT	180	311	343	3041	4360	6,000
7183311141	PERMIT AND INSPECTION FEES	180	311	343	3041	4380	500
7183321175	TENNIS AND VOLLEYBALL PROGRAMS AT THE ORANGE COUNTY GREAT PARK SPORTS COMPLEX	180	321	305	3025	4301	1,132,832
7183340153	CONTRACTS TO SUPPORT IMPLEMENTATION OF THE TERMS OF THE KAISER GRANT	180	340	337	8801	4310	50,194
7183340154	EQUIPMENT RENTAL, STAGING AND OTHER CONTRACTS TO SUPPORT SPOOKTACULAR EVENT	180	340	337	8116	4310	81,000
7183340155	TRANSPORTATION SERVICES FOR SPECIAL EVENTS, TOURS AND COUNCIL REQUESTS	180	340	337	8116	4310	52,000
7183340146	STUDENT FIELD TRIPS, TRANSPORATION AND EDUCATION PROGRAM DEVELOPMENT	180	340	337	8120	4310	70,000
7183340163	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
7183340164	CONTRACT INSTRUCTORS	180	340	337	8131	4301	40,000
7183340188	CONTRACT FOR INCREDIBLE EDIBLE FARM MAINTENANCE AND OPERATIONS	180	340	359	8119	4310	44,033

**GENERAL AND SPECIAL FUNDS**  
**CONTRACT SERVICES DETAIL BY DEPARTMENT**

Community Services

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
7183340157	BALLOON OPERATION, MAINTENANCE, REPAIRS AND EQUIPMENT REPLACEMENT	180	340	359	8123	4310	430,000
7183340159	TICKET DESIGN/PRINTING FOR BALLOON AND CAROUSEL	180	340	359	8123	4310	5,000
7183340161	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
7183340162	TICKET DESIGN/PRINTING FOR BALLOON AND CAROUSEL	180	340	359	8124	4310	5,000
7183342169	EXHIBITION PROGRAMS	180	342	344	3018	4310	44,000
7183342176	HERITAGE EXHIBITS AND ACTIVITIES	180	342	346	3018	4310	25,000
7183342165	AIRCRAFT MAINTENANCE	180	342	346	8149	4310	20,000
7183342166	ARTS PROGRAMS AND EVENTS	180	342	347	8116	4310	9,600
7183361177	CERIFICATION FEES FOR RED CROSS (OCGP STAFF)	180	361	323	9999	4310	2,000
7183361178	SPORTS COMPLEX OPENING CEREMONIES, EVENTS AND ACTIVITIES	180	361	323	9999	4310	40,000
7183361179	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	150,000



**GENERAL AND SPECIAL FUNDS**  
**CONTRACT SERVICES DETAIL BY DEPARTMENT**

Community Services

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
7183361180	CONTRACT SERVICES FOR SITE LOGISTICS, RESERVATIONS, EVENTS, SET-UP/DESIGN NEW FACILITIES (E.G. CUSTODIAL, PORTER, PARKING MGMT, SIGNS, EQUIPMENT RENTAL, CAGES, FENCING, WASTE MANAGEMENT, LIGHTING, LOCKSMITH, SECURITY, AND FIELD AND EVENT MGMT SUPPORT)	180	361	323	9999	4310	55,000
7183361187	UNIFORM AND PROMO ITEMS	180	361	323	9999	4310	10,000
7183361181	FIELD CART REPAIRS	180	361	323	9999	4361	2,500
7183361173	PRINTING OF "INSIDE IRVINE" AND "ACTIVITY GUIDE"	180	361	865	3006	4310	16,800
7183361182	ARCHIVAL CLIMATE CONTROL STORAGE SPACE	180	361	865	3006	4310	4,000
7183361183	MARKETING, ADVERTISING, PR AND OUTREACH SUPPORT, DESIGN AND PRINTING SERVICES	180	361	865	3006	4310	11,000
7183361184	SITE AND FACILITY SUPPORT SERVICES SUCH AS TRANSPORTATION, SHUTTLE, PARKING MANAGEMENT, SECURITY, SET-UP OF TEMPORARY WORK SPACE, SIGNS, LOCKSMITH, WASTE MANAGEMENT, EQUIPMENT RENTALS, SECURITY CAGES, FENCING, CUSTODIAL AND PORTER, AND LIGHTING	180	361	865	3006	4310	40,000
7183361186	WEBSITE MAINTENANCE AND IMPROVEMENTS	180	361	865	3006	4310	5,000
7183361187	UNIFORM AND PROMO ITEMS	180	361	865	3006	4310	7,000
						SPECIAL FUND TOTAL:	\$2,392,459
						COMMUNITY SERVICES TOTAL:	\$2,392,459

**GENERAL AND SPECIAL FUNDS**  
**CONTRACT SERVICES DETAIL BY DEPARTMENT**

Public Works

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
<b><u>SPECIAL FUND</u></b>							
7185501139	MINOR NON-PROFESSIONAL SERVICES PERFORMED OFF-SITE	180	501	003	9999	4310	1,000
7185501140	CITY ATTORNEY CONTRACT FOR ALL 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	18,000
7185531141	OCGP PROJECT MANAGEMENT AND INSPECTION	180	531	560	9999	4310	531,000
7185531142	SUPPORT FOR PLAN CHECK AND INSPECTION ASSOCIATED WITH THE OCGP DEVELOPMENT	180	531	560	9999	4310	110,000
7185531198	CONTRACT SERVICES - PROPERTY MANAGEMENT AND REHABILITATION	180	531	560	9999	4310	200,000
7185532143	CONSULTANT SUPPORT TO INITIATE PRELIMINARY ENGINEERING PHASES, ENVIRONMENTAL STUDIES, FEASIBILITY STUDIES AND ASSESSMENT STUDIES FOR GREAT PARK DEVELOPMENT PROJECTS	180	532	561	9999	4310	100,000
7185533144	CONSULTANT CONTRACT FOR PROPERTY RELATED ISSUES	180	533	004	9999	4310	7,000
7185533145	DEVELOPMENT FEES ASSOCIATED WITH GREAT PARK DEVELOPMENT	180	533	004	9999	4380	71,500
7185551146	GENERAL CONTRACT SERVICES AND/OR EQUIPMENT RENTAL FOR ASPHALT REPAIR AT THE GREAT PARK	180	551	595	9999	4310	9,000

**GENERAL AND SPECIAL FUNDS**  
**CONTRACT SERVICES DETAIL BY DEPARTMENT**

Public Works

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
7185551147	CONTRACT FOR THE SWEEPING OF GREAT PARK INFRASTRUCTURE	180	551	596	9948	4314	53,000
7185551148	CONTRACT FOR DEBRIS REMOVAL AND MAINTENANCE OF DRAINAGE INFRASTRUCTURE WITHIN THE GREAT PARK	180	551	597	9948	4310	60,000
7185551149	GENERAL CONTRACT SERVICES FOR EROSION CONTROL AND STOCKPILE MANAGEMENT AT THE GREAT PARK	180	551	597	9948	4310	13,000
7185551150	GENERAL MAINTENANCE OF CONCRETE INFRASTRUCTURE WITHIN THE GREAT PARK	180	551	598	9999	4310	4,000
7185551151	GENERAL CONTRACT SERVICES AND/OR EQUIPMENT RENTAL FOR CONCRETE REPAIRS AT THE GREAT PARK	180	551	598	9999	4322	4,000
7185551152	GENERAL CONTRACT SERVICES AND/OR EQUIPMENT RENTAL FOR TRAFFIC SAFETY RELATED REPAIRS AT THE GREAT PARK	180	551	599	9999	4310	5,000
7185571153	JOINT PROPERTY MAINTENANCE EXPENSES FOR THE ORANGE COUNTY GREAT PARK	180	571	652	9999	4310	200,000
7185571154	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
7185571155	ANNUAL LANDSCAPE MAINTENANCE FOR ORANGE COUNTY GREAT PARK	180	571	652	9999	4319	2,306,094
7185591156	BALLOON AND SUPPORTING INFRASTRUCTURE ROUTINE MAINTENANCE, REPAIRS, AND REPLACEMENT	180	591	373	8123	4310	35,000

**GENERAL AND SPECIAL FUNDS**  
**CONTRACT SERVICES DETAIL BY DEPARTMENT**

Public Works

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
7185591157	CAROUSEL AND SUPPORTING INFRASTRUCTURE ROUTINE MAINTENANCE, INSPECTION, CUSTODIAL, TRAINING, REPAIRS, EQUIPMENT REPLACEMENT, CERTIFICATION & STATE FEES	180	591	373	8124	4310	30,000
7185591158	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
7185591159	FOUNTAINS & WATER STRUCTURES / FEATURES INSTALLATION, REPAIR & MAINTENANCE	180	591	373	3073	4310	2,000
7185591160	JOB ORDER CONTRACTING LICENSING FEES	180	591	373	3073	4310	24,500
7185591161	ELECTRICAL, LIGHTING, BALLFIELD RELAMPING, BACK-UP LIGHTING & POWER, BATTERIES, LIGHTING CONTROL / AUTOMATION AND APPURTENANCES INSTALLATION, REPLACEMENT, UPGRADES, ROUTINE PREVENTATIVE MAINTENANCE, INSPECTION, REPAIR, EMERGENCY SERVICE AND DISPOSAL WORK	180	591	373	3073	4310	50,000
7185591162	PEST CONTROL SERVICES	180	591	373	3073	4310	29,320
7185591163	LOCK & KEY SERVICES, ACCESS SECURITY SYSTEM REPAIR, REPLACEMENT, MAINTENANCE & UPGRADE AT CITY FACILITIES	180	591	373	3073	4310	1,000
7185591164	CONTRACT SERVICES FOR MINOR REPAIRS AND MAINTENANCE RELATED PROJECTS FOR CITY FACILITIES.	180	591	373	3073	4310	50,000

**GENERAL AND SPECIAL FUNDS**  
**CONTRACT SERVICES DETAIL BY DEPARTMENT**

Public Works

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
7185591165	EQUIPMENT REPLACEMENT, REPAIR INSTALLATION AND UPGRADE (EXHAUST FANS, VALVES, & ETC.)	180	591	373	3073	4310	10,000
7185591166	ATHLETIC COURTS, EQUIPMENT, FENCING REPAIRS, MAINTENANCE, AND RESURFACING	180	591	373	3073	4310	5,000
7185591167	GENERAL CARPENTRY & MILL WORK	180	591	373	3073	4310	10,000
7185591169	WINDOWS, WINDOW COVERINGS INSTALLATION, REPAIRS & REPLACEMENT	180	591	373	3073	4310	3,000
7185591170	PLUMBING, DRAINS, WET UTILITIES, BACKFLOW DEVICE & APPURTENANCES INSPECTION, TESTING, INSTALLATION, TROUBLESHOOT, DECLOGGING, CLEANING, REPAIR AND MAINTENANCE	180	591	373	3073	4310	40,000
7185591171	STAFF UNIFORM & FACILITY MAT REPLACEMENT AND CLEANING SERVICES	180	591	373	3073	4310	4,000
7185591172	PUMPS, PUMP SYSTEM/STATION & WATER QUALITY TESTING, INSPECTION, TREATMENT, INSTALLATION, MAINTENANCE AND REPAIRS	180	591	373	3073	4310	7,000
7185591173	FIRE & SECURITY SYSTEM (INCLUDES ALARM, SPRINKLERS, & FIRE EXTINGUISHER) MONITORING, ROUTINE PREVENTATIVE MAINTENANCE, INSPECTION, REPAIR, TESTING, EMERGENCY SERVICE AND CERTIFICATION AT CITY FACILITIES	180	591	373	3073	4310	10,000
7185591174	CITYWIDE GRAFFITI REMOVAL, WINDOWS / PRESSURE WASHING	180	591	373	3073	4310	7,800

**GENERAL AND SPECIAL FUNDS**  
**CONTRACT SERVICES DETAIL BY DEPARTMENT**

Public Works

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
7185591175	DOOR INSPECTION, MAINTENANCE, INSTALLATION, REPAIRS & REPLACEMENT (INCLUDES OFFICE DOORS AND SPECIALTY DOOR SUCH AS FIRE DOORS, SLIDING GATE, OVERHEAD, SECTIONAL DOOR, ETC.)	180	591	373	3073	4310	39,000
7185591176	FENCE, GATES, SIGNS, RAILING, POLES REPAIR, INSTALLATION & REPLACEMENT	180	591	373	3073	4310	20,000
7185591177	ENVIRONMENTAL REMEDIATION SERVICES TO INCLUDE INSPECTION, TESTING & REMEDIATION	180	591	373	3073	4310	8,000
7185591178	ROOF INSPECTION AND REPAIRS FOR CITY FACILITIES	180	591	373	3073	4310	5,000
7185591179	EQUIPMENT & SUPPLIES RENTAL, MAINTENANCE AND REPAIRS AS NEEDED (FENCING, GENERATORS, MAN-LIFTS, WATER TRUCKS, ETC.)	180	591	373	3073	4310	190,000
7185591180	PORTABLE POTTY STATIONS MONTHLY, SPECIAL EVENTS, & EMERGENCY RENTAL	180	591	373	3073	4310	35,000
7185591181	CUSTODIAL AND DAY PORTER SERVICES FOR CITY FACILITIES	180	591	373	3073	4310	235,000
7185591182	MISC. PAINTING, COATING, AND WATERPROOFING SERVICES AT VARIOUS CITY FACILITIES	180	591	373	3073	4310	85,000
7185591183	HAZARDOUS WASTE DISPOSAL(INCLUDES DISPOSAL OF LIGHTING EQUIPMENT & SUPPLIES PER STATE REQUIREMENTS)	180	591	373	3073	4310	500
						SPECIAL FUND	TOTAL: \$4,778,714
						PUBLIC WORKS	TOTAL: \$4,778,714



## CIP PROJECT DETAIL SHEET

### 2018-2022 CAPITAL IMPROVEMENT PROGRAM PROJECTS

**Project Name:** UNIVERSITY DRIVE WIDENING (RIDGELINE TO I-405)      **CIP Number:** 36      **Fund:** 250      **Villages:** Various Villages

**Category:** Street & Mobility Improvement      **Project Type:** New Construction      **Asset Type:** Infrastructure

**Description:** Final design and right-of-way phase to widen University Drive between Ridgeline and I-405

**Justification:** This project is necessary to implement City Council approved transportation improvements.

#### 5-Year Fiscal Project Costs

Project Allocation by Phase	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Final Design		\$500,000					\$500,000
Right-of-Way (Acquisition)		\$150,000					\$150,000
<b>Total Allocations by Year</b>		\$650,000					\$650,000
Revenue Sources	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
SDC Fees - Circ		\$650,000					\$650,000
<b>Total Revenue</b>		\$650,000					\$650,000

## CIP PROJECT DETAIL SHEET

### 2018-2022 CAPITAL IMPROVEMENT PROGRAM PROJECTS

**Project Name:** \*\*DELETE\*\* JOST TRAIL SEGMENT (BARRANCA TO WALNUT)      **CIP Number:** 16      **Fund:** 260      **Villages:** Oakcreek

**Category:** Street & Mobility Improvement      **Project Type:** New Construction      **Asset Type:** Infrastructure

**Description:** FY 2018 Project Funding Removed - sufficient funds available in project to complete.

**Justification:**

		5-Year Fiscal Project Costs					
Project Allocation by Phase	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Construction	\$1,250,000			\$2,850,000			\$4,100,000
Preliminary Design/Conceptual Planning	\$1,000,000						\$1,000,000
<b>Total Allocations by Year</b>	\$2,250,000			\$2,850,000			\$5,100,000
Revenue Sources	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
SDC Fees - NC	\$2,250,000			\$2,850,000			\$5,100,000
<b>Total Revenue</b>	\$2,250,000			\$2,850,000			\$5,100,000

## CIP PROJECT DETAIL SHEET - GREAT PARK PROJECTS

### 2018-2022 CAPITAL IMPROVEMENT PROGRAM PROJECTS

**Project Name:** GREAT PARK HERITAGE FIELDS AND CITY OF IRVINE JOINT BACKBONE INFRASTRUCTURE (JBI) ENVIRONMENTAL REMEDIATION  
**CIP Number:** 9  
**Fund:** 286 **Villages:** Great Park

**Category:** Great Park Improvements **Project Type:** New Construction **Asset Type:** Infrastructure

**Description:** Environmental remediation work, permit processing, and reporting fees associated with removal and safe disposal of non-recyclable material encountered on City-owned or leased property during Joint Backbone Infrastructure construction projects.

**Justification:** This project supports environmental remediation efforts in accordance with the Amended and Reinstated Master Implementation Agreement between the City and Heritage Fields.

#### 5-Year Fiscal Project Costs

Project Allocation by Phase	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Construction	\$297,455	\$80,000					\$377,455
Final Design	\$2,545						\$2,545
<b>Total Allocations by Year</b>	\$300,000	\$80,000					\$380,000

Revenue Sources	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Orange County Great Park Fund	\$300,000						\$300,000
Park In-Lieu		\$80,000					\$80,000
<b>Total Revenue</b>	\$300,000	\$80,000					\$380,000

## CIP PROJECT DETAIL SHEET - GREAT PARK PROJECTS

### 2018-2022 CAPITAL IMPROVEMENT PROGRAM PROJECTS

**Project Name:** GREAT PARK KIDS ROCK PLAYGROUND  
REHABILITATION

**CIP Number:** 18

**Fund:** 286 **Villages:** Great Park

**Category:** Great Park Improvements

**Project Type:** Rehabilitation

**Asset Type:** Improvements other than buildings

**Description:** Replacement of existing playground safety surface for conformance with current ADA and State park safety standards.

**Justification:** This project provides for the enhancement of playground surfaces in response to increased use by the public and facilitates compliance with current ADA and State park safety standards.

#### 5-Year Fiscal Project Costs

Project Allocation by Phase	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Construction		\$85,000					\$85,000
Final Design		\$35,000					\$35,000
<b>Total Allocations by Year</b>		\$120,000					\$120,000
Revenue Sources	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Orange County Great Park Fund		\$50,745					\$50,745
Park In-Lieu		\$69,255					\$69,255
<b>Total Revenue</b>		\$120,000					\$120,000

## CIP PROJECT DETAIL SHEET - GREAT PARK PROJECTS

### 2018-2022 CAPITAL IMPROVEMENT PROGRAM PROJECTS

**Project Name:** GREAT PARK ADMINISTRATION BUILDING - DESIGN      **CIP Number:** 19      **Fund:** 286      **Villages:** Great Park

**Category:** Great Park Improvements      **Project Type:** New Construction      **Asset Type:** Buildings and systems

**Description:** Final design for a new building to accommodate community meeting space and park administration office space.

**Justification:** Management and oversight of Great Park programming requires on-site personnel and field office work space. This proposed new building will also include community meeting space for public events.

#### 5-Year Fiscal Project Costs

Project Allocation by Phase	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Construction			\$8,500,000				\$8,500,000
Final Design	\$1,112,400	\$544,015					\$1,656,415
<b>Total Allocations by Year</b>	\$1,112,400	\$544,015	\$8,500,000				\$10,156,415

Revenue Sources	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Orange County Great Park Fund			\$8,500,000				\$8,500,000
Park In-Lieu	\$1,112,400	\$544,015					\$1,656,415
<b>Total Revenue</b>	\$1,112,400	\$544,015	\$8,500,000				\$10,156,415

## CIP PROJECT DETAIL SHEET - GREAT PARK PROJECTS

### 2018-2022 CAPITAL IMPROVEMENT PROGRAM PROJECTS

**Project Name:** GREAT PARK UTILITY CONNECTION FEES      **CIP Number:** 20      **Fund:** 286    **Villages:** Great Park

**Category:** Great Park Improvements      **Project Type:** New Construction      **Asset Type:** Infrastructure

**Description:** Payment to IRWD for utility connections for new and existing facilities at the Great Park.

**Justification:** Utility connections for water, sewer, and recycled irrigation systems to new park space must be paid by the City to IRWD. This project provides a budget place-holder for these fees until such time as a fee payment schedule is confirmed by IRWD.

#### 5-Year Fiscal Project Costs

Project Allocation by Phase	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Construction	\$1,000,000	\$4,380,515	\$9,963,400	\$9,963,400		\$3,613,375	\$28,920,690
<b>Total Allocations by Year</b>	\$1,000,000	\$4,380,515	\$9,963,400	\$9,963,400		\$3,613,375	\$28,920,690
Revenue Sources	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Orange County Great Park Fund		\$4,380,515	\$9,963,400	\$9,963,400		\$3,613,375	\$27,920,690
Fees & Exactions	\$324,000						\$324,000
Park In-Lieu	\$676,000						\$676,000
<b>Total Revenue</b>	\$1,000,000	\$4,380,515	\$9,963,400	\$9,963,400		\$3,613,375	\$28,920,690



## CIP PROJECT DETAIL SHEET - GREAT PARK PROJECTS

### 2018-2022 CAPITAL IMPROVEMENT PROGRAM PROJECTS

**Project Name:** GREAT PARK SIGNAGE AND WAYFINDING      **CIP Number:** 22      **Fund:** 286      **Villages:** Great Park

**Category:** Great Park Improvements      **Project Type:** New Construction      **Asset Type:** Infrastructure

**Description:** Development and installation of signage and way finding program for the Great Park.

**Justification:** This project is needed to develop a comprehensive signage program for the Great Park and install signage for the Western Sector and surrounding areas as the park is developed.

#### 5-Year Fiscal Project Costs

Project Allocation by Phase	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Construction	\$1,248,020	\$225,000					\$1,473,020
Final Design	\$126,980						\$126,980
<b>Total Allocations by Year</b>	\$1,375,000	\$225,000					\$1,600,000
Revenue Sources	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Park In-Lieu	\$1,375,000	\$225,000					\$1,600,000
<b>Total Revenue</b>	\$1,375,000	\$225,000					\$1,600,000

## CIP PROJECT DETAIL SHEET - GREAT PARK PROJECTS

### 2018-2022 CAPITAL IMPROVEMENT PROGRAM PROJECTS

**Project Name:** GREAT PARK VISITOR'S CENTER PLAZA REFURBISHMENT      **CIP Number:** 32      **Fund:** 286      **Villages:** Great Park

**Category:** Great Park Improvements      **Project Type:** Rehabilitation      **Asset Type:** Infrastructure

**Description:** Design and construction of upgrades to the existing plaza area between the Visitor's Center and Hangar 244.

**Justification:** This project creates uniformity of hardscape as well as refines match line conditions between the existing Western Sector plaza area and the new Sports Park Improvement area.

#### 5-Year Fiscal Project Costs

Project Allocation by Phase	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Construction		\$3,068,700					\$3,068,700
Final Design	\$230,000	\$224,100					\$454,100
<b>Total Allocations by Year</b>	\$230,000	\$3,292,800					\$3,522,800

Revenue Sources	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Park In-Lieu	\$230,000	\$3,292,800					\$3,522,800
<b>Total Revenue</b>	\$230,000	\$3,292,800					\$3,522,800

## CIP PROJECT DETAIL SHEET - GREAT PARK PROJECTS

### 2018-2022 CAPITAL IMPROVEMENT PROGRAM PROJECTS

**Project Name:** GREAT PARK WATER QUALITY SYSTEM ENHANCEMENTS      **CIP Number:** 33      **Fund:** 286    **Villages:** Great Park

**Category:** Great Park Improvements      **Project Type:** Rehabilitation      **Asset Type:** Infrastructure

**Description:** Design and installation of Western Sector water quality landscape enhancements and utility modifications.

**Justification:** This project ensures water quality systems, irrigation components, and pond utility connections function at maximum efficiently.

#### 5-Year Fiscal Project Costs

Project Allocation by Phase	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Construction		\$300,000					\$300,000
Final Design		\$30,000					\$30,000
<b>Total Allocations by Year</b>		\$330,000					\$330,000
Revenue Sources	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Park In-Lieu		\$330,000					\$330,000
<b>Total Revenue</b>		\$330,000					\$330,000

## CIP PROJECT DETAIL SHEET - GREAT PARK PROJECTS

### 2018-2022 CAPITAL IMPROVEMENT PROGRAM PROJECTS

**Project Name:** GREAT PARK WESTERN SECTOR SECURITY EQUIPMENT      **CIP Number:** 34      **Fund:** 286      **Villages:** Great Park

**Category:** Great Park Improvements      **Project Type:** New Construction      **Asset Type:** Infrastructure

**Description:** Final design and installation of security cameras and associated network infrastructure within the Western Sector area of the park.

**Justification:** This project accommodates integration of the new 688-acre Park Improvement Area security system with existing facilities in the Western Sector.

#### 5-Year Fiscal Project Costs

Project Allocation by Phase	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Construction		\$1,458,930					\$1,458,930
Final Design	\$132,571	\$200,000					\$332,571
<b>Total Allocations by Year</b>	\$132,571	\$1,658,930					\$1,791,501
Revenue Sources	Prior Year(s) Funding	2018	2019	2020	2021	2022	Total
Park In-Lieu	\$132,571	\$1,658,930					\$1,791,501
<b>Total Revenue</b>	\$132,571	\$1,658,930					\$1,791,501

CITY COUNCIL RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
IRVINE, CALIFORNIA, ADOPTING THE ANNUAL  
APPROPRIATIONS LIMIT FOR FISCAL YEAR 2017-18

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

WHEREAS, Article XIIIB, 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 2017-18 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 2017-18 shall be \$335,107,245, as calculated in Exhibit A, and the Appropriations Subject to Limitation in Fiscal Year 2016-17 shall be \$166,733,991.

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 held on the 13<sup>th</sup> day of June 2017.

---

MAYOR OF THE CITY OF IRVINE

ATTEST:

---

CITY CLERK OF THE CITY OF IRVINE

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing Resolution was duly adopted at a special joint meeting of the City Council of the City of Irvine on the 13<sup>th</sup> day of June 2017, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

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CITY CLERK OF THE CITY OF IRVINE



City of Irvine  
Annual Appropriations Limit  
Fiscal Year 2017-18

Calculation of Limit:

Appropriations Limit for FY 2016-17		311,206,580
Adjustment Factors		
Economic Factor (California per capita personal income)	1.0369	
Population Factor (City)	<u>1.0385</u>	
Economic Ratio * Population Ratio		<u>1.0768</u>
Appropriations Limit for FY 2017-18		<u><u>\$ 335,107,245</u></u>

CITY COUNCIL RESOLUTION NO. 17-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 2017-18

WHEREAS, the budget for Fiscal Year 2017-18 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 2017-18 is approved and adopted by the City Council as follows:

GENERAL FUND

Operating Appropriations

City Manager's Office	\$	9,413,778
Administrative Services		8,451,047
Community Development		13,587,976
Community Services		38,274,168
Public Safety		76,464,486
Public Works		25,768,934
Transportation		3,022,452
Non-Departmental		4,459,875

Total Operating Appropriations	\$	179,442,716
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Operating Transfer-Out (To)

Educational Partnership Fund	\$	4,000,000
Infrastructure & Rehabilitation Fund		500,000
Maintenance District Fund		4,281,894
Asset Management Plan Fund		2,000,000
Contingency Reserve Fund		1,500,345

Total Operating Transfer-Out	\$	12,282,239
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TOTAL GENERAL FUND	\$	191,724,955
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SPECIAL FUNDS

Appropriations	\$	330,671,572
Transfers-Out		171,722,029

TOTAL - SPECIAL FUNDS	\$	502,393,601
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TOTAL - ALL FUNDS	\$	694,118,556
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SECTION 2. The Fiscal Year 2017-18 Financial Policies as presented in the 2017-18 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 held on the 13th day of June, 2017.

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

ATTEST:

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

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a special joint meeting of the City Council of the City of Irvine, held on the 13<sup>th</sup> day of June, 2017.

AYES:                   COUNCILMEMBERS:

NOES:                   COUNCILMEMBERS:

ABSENT:                COUNCILMEMBERS:

ABSTAIN:               COUNCILMEMBERS:

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

CC RESOLUTION 17XX

**5.1**

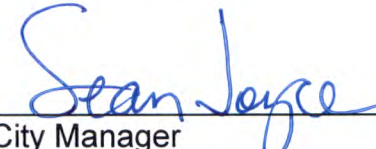


## REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** JUNE 13, 2017

**TITLE:** CONSIDERATION OF COUNCILMEMBER SHEA'S REQUEST  
FOR AN UPDATE ON USA WATER POLO NEGOTIATIONS

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

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

### RECOMMENDED ACTION

Receive and file this update on USA Water Polo negotiations.

### COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

### ANALYSIS

At its March 28, 2017 meeting, the City Council unanimously voted to:

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

Minutes excerpt from the March 28, 2017 meeting are included as Attachment 1. On May 25, 2017, Councilmember Shea submitted a memo requesting an update on the status of these discussions (Attachment 2).

City staff has had several discussions with representatives from USA Water Polo (USAWP) culminating in their presentation of a preliminary proposal at a meeting on June 5. The proposal is intended for discussion purposes and is meant to be a starting point for more substantive negotiations. The proposal is summarized below and included as Attachment 3.

- Facility Description
  - two pools
  - 20,000 square-foot water polo training facility

- 6,000 square-foot community building for public restrooms, locker rooms, and offices
  - Location would be subject to further City Council direction, but preliminary discussions have focused on a seven-acre site on the north half of the Festival Parking Lot in the Great Park, adjacent to the Community Ice Facility (map included as Attachment 4)
  - Cost estimated to be approximately \$25 million
- Construction:
  - USAWP to construct facility at its sole cost
  - City to prepare graded pad with utilities, complete adjacent public streets and provide off-site parking
  - City to waive all fees
- Lease Terms:
  - USAWP to pay \$1 per year to City in rent
  - Lease term to be 69 years with six five-year extensions
- Operations:
  - USAWP to manage the facility
  - USAWP to use facility 25% of the time and retain first priority over scheduling
  - City and USAWP both to fund \$50,000 annually towards a maintenance fund
  - City to fund janitorial, landscape and security services
  - City to pay annual fee of \$2.17 million to USAWP for 75% usage of the facility for life of the ground lease. Fee is based on a \$335 per hour operating cost of Woollett Aquatic Center (as estimated by USAWP)

Based on the preliminary nature of the proposal and pursuant to the direction received from the City Council on March 28, staff's intent is to further evaluate the proposal, seeking additional detail and clarification from USAWP, and to explore possible deal points of a partnership through further negotiation. Further negotiation will yield a better understanding of the true costs and benefits to the City of an aquatic facility at the Great Park. Kosmont Companies, the City's finance and real estate consultant for the Great Park has been engaged to assist in this exploration of potential deal points. Once the proposal is understood in more detail and key terms for a potential partnership have been further developed, staff will return to the City Council with an analysis of the costs and benefits of a water polo facility at the Great Park and to seek further direction regarding a potential lease.

## **ALTERNATIVES CONSIDERED**

Not applicable. This update on status of discussions with USAWP is provided pursuant to Councilmember request.



## **FINANCIAL IMPACT**

Per the terms of the preliminary proposal received on June 5, USAWP would make an investment of approximately \$25 million to build an aquatic facility at the Great Park. USAWP would operate the facility and the City would make an annual guaranteed payment of \$2.17 million for 75 percent public use of the facility. The City would be responsible for annual janitorial, landscape and security services. Both parties would contribute \$50,000 annually for maintenance. There is potential for positive collateral financial impacts to the City by way of sales tax, hotel tax, user fees, etc. USAWP estimates this collateral benefit to be approximately \$132 million over the first 10 years.

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

## **ATTACHMENTS**

1. Minutes excerpt from March 28, 2017 City Council Meeting Agenda Item 5.3
2. May 25, 2017 memo from Councilmember Shea
3. USA Water Polo proposal
4. Site map of proposed location

# MINUTES EXCERPT

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

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

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

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

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

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

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

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

The following individuals spoke in support:

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

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

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

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

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

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

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

RECEIVED  
CITY OF IRVINE  
CITY CLERK'S OFFICE

2017 MAY 25 PM 2: 53

# Memo

**RECEIVED**

MAY 25 2017

CITY OF IRVINE  
CITY MANAGER'S OFFICE

To: Sean Joyce, City Manager  
From: Councilmember Christina Shea *CS*  
Date: May 25, 2017  
Re: **USA Water Polo Negotiations Update**

---

At our March 28th City Council meeting, we authorized City staff to begin discussions with USA Water Polo, Inc. (USAWP) to explore terms of a possible lease for a public aquatics facility at the O.C. Great Park, to serve both the Irvine community and USAWP.

Specifically, our staff was to explore possible deal points to build and operate the shared facility, and report back to us for consideration and/or further direction.

Two months have passed since that meeting, and I would appreciate a detailed update on the status of those discussions, and the course that they have taken.

This update is of particular importance in that we didn't give our staff a clear framework from which to begin. We didn't specify a location, acreage or financing.

Please place this matter on our next Council agenda.

cc: City Council  
City Attorney  
City Clerk

ATTACHMENT 2

## **Irvine Aquatics Center – Home of USA Water Polo, Inc.**

**(For Discussion Purposes Only)**

### **Mission/Background:**

USA Water Polo is a not-for-profit organization recognized by the United States Olympic Committee (USOC) and the Federation Internationale de Natation (FINA) as the National Governing Body for the sport of Water Polo in the United States. USA Water Polo, Inc. (USAWP) oversees the Olympic water polo program, including senior, junior, youth and cadet national teams, as well as 20 different championship events annually. USA Water Polo is committed to the development and promotion of the sport throughout the United States and to providing the best possible experience for all participants.

USA Water Polo, Inc. is interested in building a world-class national training center at the OC Great Park. Mike Ellzey and the City of Irvine reached out to USA Water Polo leadership more than seven years ago to explore a public-private approach to an aquatic center at the Great Park. USA Water Polo recognizes that the OC Great Park is an optimum location for a center, since a high concentration of USA Water Polo's 45,000 members are located in Southern California and there is a terrific air and rail transportation network available.

Finding sufficient pool time for training and events has been a significant challenge for USA Water Polo's national teams. The women's team won its second consecutive Olympic gold medal at the Rio Games, making it one of the most successful teams in the history of Olympic sport. Currently our men's and women's senior teams train at different locations. In addition, for high performance reasons we would like to consolidate all of our programs in a single well-designed facility. USA Water Polo hosts several major events throughout the year including FINA and other international tournaments, our men's National League and women's Collegiate Cup, and the National Junior Olympics tournament which every summer.

As a growing city with a national profile, the City of Irvine has long been a proponent of the Olympic movement, and Olympic water sports in particular. Having USA Water Polo in residence would bring an estimated \$132 million in positive economic impact to the City of Irvine over the first ten years. USA Water Polo is seeking incentives to relocate at the OC Great Park similar to those granted the Anaheim Ducks, including the waiving of fees, utility and insurance subsidies, as well as access to public financing mechanisms that will allow us to build the project now and raise funds over a longer period of time.

**Proposed Terms:**

**Lessor:** City of Irvine

**Lessee:** USA Water Polo, Inc. or an affiliate of USA Water Polo, Inc. subject to the reasonable approval of the City of Irvine.

**Purpose:** To construct a world-class Irvine Aquatics Center that includes the USA Water Polo National Training Center, home of the women and men's national teams.

**Premises:** Approximately 7.2 acres of land located just east of the Anaheim Ducks ice rink development, which is owned by the City of Irvine.

**Term:** 69 years with six five-year extensions. The property and improvements will revert to the City at the end of the term.

**Rent:** \$1.00 per year.

**Construction:**

A public/private funded approach. Lessee will construct all improvements at Lessee's sole cost and expense with the exception of the City obligations noted below.

Lessee will construct in its initial phase, a 42-meter arena pool, a secondary 52-meter pool (both including bulkheads to allow course adjustments), site improvements including hardscape and landscape improvements. Other improvements will include spectator seating, a 20,000 square foot training center that includes USA Water Polo locker rooms and supporting facilities such as team rooms, meeting rooms, coach offices, Olympic weight training room and a medical/physical therapy facility. A second building (+/- 6000 sf) will also be constructed for public locker rooms, restrooms and management offices. The construction costs for the project are estimated to be \$25 million.

The commencement of construction will begin once an Agreement with the City of Irvine has been signed and all approvals are received.

**Lessor Obligations for off-site improvements:**

Lessor would be responsible for the following offsite improvements:



- a) Off-site parking;
- b) All utilities to the site including electrical, communication, potable and reclaimed water, sewer and gas;
- c) Pad ready site for construction;
- d) Public streets providing access to the Aquatics Center including all curbs, gutters, boundary sidewalks and street lighting.

#### **Operating Costs, Maintenance and Repairs:**

Lessee pays most costs, expenses, and obligations related to Aquatics Center.

- a) All revenue from operating the aquatic center used to offset operating expense, construction cost/debt and leasehold mortgage payments. Lessee to submit financial documentation to Lessor after each lease year, setting forth the revenues and expenditures related to the aquatic center;
- b) Lessee responsible for maintenance and improvements during term of the lease, subject to Lessor approval;
- c) Lessee and Lessor will each contribute \$50,000 per year to a maintenance fund to ensure facilities are properly maintained.

Lessor provides certain tenant benefits to Lessee.

- a) Lessor will provide janitorial, landscape and security services at its own cost to maintain the aquatic center property and improvements consistent with other City facilities.

#### **Development of Aquatics Center:**

- a) Lessee must process designs through a design review process;
- b) Lessee must obtain all approvals and permits, for which approvals will not be unreasonably withheld;
- c) Lessor will waive all City fees;
- d) Lessee must complete construction within a specified number of days after commencement of construction;
- e) Development requirements for the aquatic center will be set forth in the lease;

- f) All development and construction to be done in accordance with all applicable laws and regulations including any requirement to pay prevailing wages, if applicable;
- g) Lessee must obtain faithful performance, labor, and materials bonds, if required.

**Operating Requirements:**

- a) USA Water Polo to manage the Aquatics Center, which will be officially designated the home of USA Water Polo, Inc., a USA Olympic Training Center;
- b) Lessee to provide majority of aquatic capacity as a public benefit at current market rates to Lessor;
  - a. Lessee will provide to Lessor a minimum of 75% of available capacity for city programs (approximately 6480 hours annually) for an annual fee of \$2.17 million guaranteed for the life of the ground lease (escalating at the greater of CPI or 3% per year);
  - b. Additional pool time beyond 75% can be rented by the Lessor at \$335 per hour if available, Lessor shall have first priority after USAWP for access to additional capacity;
  - c. Leased pool time will include lifeguards provided by USAWP;
  - d. Lessor shall include USAWP as additional insured for its Aquatics Center activities.
- c) City will receive, after USAWP programs, priority scheduling for city programs, ahead of any other potential users;
- d) USA Water Polo retains philanthropic naming and sponsorships rights to all elements of the aquatic center including the USA Water Polo Hall of Fame. Lessor has reasonable approval rights over the naming of the Aquatics Center, which will not be unreasonably withheld;
- e) All operations to be done in accordance with all applicable laws and regulations.

**General Requirements:**

- a) Lessor must approve Lessee's evidence of financing and insurance;
- b) Lessor must approve Lessee's Management Agreement;
- c) Lessee to acknowledge, and the ground lease is subject to, all Navy and other documents and agreements recorded against and governing and restricting the use of the property;
- d) Lessee takes the property "as is", with no representation or warranty by the Lessor;
- e) Lessee will specifically release the Lessor and the City's boards, officers, officials, employees, agents, contractors from any claims regarding the condition of the Aquatics Center property.

**Environmental Review:**

Need to confirm that this type of usage is consistent with the Great Park Master Plan and EIR.

Need to confirm that we can perform an amendment to the existing EIR for our specific use.

Need to review the environmental reports for the land to confirm that the site is clean and that there are no potential issues if the pools are set below grade.

**Topics to Discuss with the City:**

- 1) City to be designated as a Team USA host City by the USOC.
- 2) City to provide a waiver of or grants to cover all City Fees.
- 3) City to provide funds for the +/- 6,000 sf public facility building.
- 4) City to provide low interest rate financing to USAWP for the construction of the Aquatics Center. The term to be at least 10 years.
  - a. USAWP will secure signed pledges for \$12.5 million prior to the commencement of construction.

Can the City assist USAWP in applying to other financing alternatives and/or government programs for other financing options for the Aquatics Center?



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Irvine Blvd

UPPER BEE

Potential Site for  
USA Water Polo

BOSQUE

Great Park Blvd

AGRICULTURE/  
GOLF COURSE

COMMUNITY  
ICE FACILITY

SPORTS PARK

WESTERN  
SECTOR

WILDLIFE  
CORRIDOR

Ridge Valley

CULTURAL TERRACE

Marine Way



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ATTACHMENT 4

Barranca Pkwy