



Donald P. Wagner
Mayor

Lynn Schott
Mayor Pro Tempore

Melissa Fox
Councilmember

Jeffrey Lalloway
Councilmember

Christina Shea
Councilmember

AGENDA

CITY COUNCIL REGULAR MEETING

October 10, 2017
4:00 PM

City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

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

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

CALL TO ORDER

ROLL CALL

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



1. CLOSED SESSION

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

RECONVENE TO THE CITY COUNCIL MEETING

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

INVOCATION

2. PRESENTATIONS

- 2.1 Presentation Commending Heroic Actions**
- 2.2 Presentation by Orange County District Attorney Tony Rackauckas on
the Human Exploitation and Trafficking (HEAT) Unit**
- 2.3 Proclaim October 23-31, 2017 as "Red Ribbon Week"**

CITY MANAGER'S REPORT

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

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

ADDITIONS AND DELETIONS

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

3. CONSENT CALENDAR

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

3.1 MINUTES

ACTION:

- 1) Approve the minutes of a special meeting of the Irvine City Council held on September 26, 2017.
- 2) Approve the minutes of a regular meeting of the Irvine City Council held on September 26, 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 PROCLAMATIONS

ACTION:

Proclaim October 8-14, 2017 as "Fire Prevention Week."

3.4 ZONING ADMINISTRATOR APPOINTMENT

ACTION:

Appoint the Director of Community Development as the Zoning Administrator.

3.5 MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF PUBLIC SAFETY AND THE TRANSPORTATION CORRIDOR AGENCIES FOR SERGEANT AT ARMS SERVICES

ACTION:

Authorize the Director of Public Safety to enter into a Memorandum of Understanding with the Transportation Corridor Agencies to provide Sergeant at Arms services during its Board of Directors meetings.

3.6 MEASURE M2 COMPREHENSIVE TRANSPORTATION FUNDING PROGRAM GRANT APPLICATIONS

ACTION:

Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE SUBMITTAL OF GRANT APPLICATIONS TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPREHENSIVE TRANSPORTATION FUNDING PROGRAMS

3.7 *TERMINATION OF CONCORDIA UNIVERSITY JOINT USE AGREEMENT*

ACTION:

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

3.8 *SECOND READING AND ADOPTION OF ORDINANCE NO. 17-08 APPROVING ZONE CHANGE 00719550-PZC TO AMEND THE ZONING ORDINANCE REFLECTING A LAND EXCHANGE OF THE EXISTING AMENDED AND RESTATED DEVELOPMENT AGREEMENT TRANSFER SITE (TO BE RENAMED AS DEVELOPMENT DISTRICT 9) WITH A PORTION OF DEVELOPMENT DISTRICT 2 WITHIN PLANNING AREA 51 (ORANGE COUNTY GREAT PARK)*

ACTION:

Read by title only, second reading and adoption of ORDINANCE NO. 17-08 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING A CITY-INITIATED ZONE CHANGE (00719550-PZC) TO COMPREHENSIVELY AMEND APPLICABLE SECTIONS OF THE ZONING ORDINANCE (SECTIONS 3-3-1 AND 3-37-39 RELATING TO THE TRAILS AND TRANSIT ORIENTED DEVELOPMENT ZONING DISTRICT, AND PARTS OF CHAPTER 9-51 RELATING TO THE ORANGE COUNTY GREAT PARK) TO REFLECT A LAND EXCHANGE OF THE EXISTING AMENDED AND RESTATED DEVELOPMENT AGREEMENT TRANSFER SITE (TO BE RENAMED AS DEVELOPMENT DISTRICT 9) WITH A PORTION OF DEVELOPMENT DISTRICT 2 WITHIN PLANNING AREA 51 (ORANGE COUNTY GREAT PARK)

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

4. COUNCIL BUSINESS

4.1 *CONSIDERATION OF COUNCILMEMBER LALLOWAY'S REQUEST FOR CONTINUED CITY SUPPORT FOR PARTNERSHIP FOR EDUCATIONAL EXCELLENCE*

ACTION:

City Council discussion and direction.

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

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

ADJOURNMENT

NOTICE TO THE PUBLIC

LIVE BROADCASTING AND REBROADCASTING

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

ADJOURNMENT

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

STAFF REPORTS

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

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

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

**SUBMITTAL OF INFORMATION BY MEMBERS OF THE PUBLIC FOR
DISSEMINATION OR PRESENTATION AT PUBLIC MEETINGS****Media Types and Guidelines****1. Written Materials/Handouts:**

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

2. Large Displays/Maps/Renderings:

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

3. Electronic Documents/Audio-Visuals:

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

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

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

CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

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

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

CHALLENGING CITY DECISIONS

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

If a person wishes to challenge the nature of the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written

correspondence delivered to the City of Irvine, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

COMMUNICATION AND ELECTRONIC DEVICES

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

MEETING SCHEDULE

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

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

I hereby certify that the agenda for the Regular City Council meeting was posted in accordance with law in the posting book located in the Public Safety Lobby and at the entrance of City Hall, One Civic Center Plaza, Irvine, California on October 5, 2017 by 8:00 PM as well as on the City's web page.



Molly McLaughlin, CMC
City Clerk

CLOSED SESSION

1.1

PRESENTATIONS

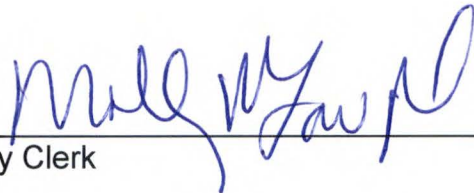
2.1-2.3



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: OCTOBER 10, 2017

TITLE: PRESENTATIONS



City Clerk

RECOMMENDED ACTION:

1. Presentation Commending Heroic Actions
2. Presentation by Orange County District Attorney Tony Rackauckas on the Human Exploitation and Trafficking (HEAT) Unit
3. Proclaim October 23-31, 2017 as "Red Ribbon Week"

Memo

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE

2017 OCT -3 PM 2: 36

To: Sean Joyce, City Manager
From: Christina Shea, Councilwoman
Date: October 3, 2017
Re: **Presentation Commending Heroic Actions**



RECEIVED

OCT 03 2017

CITY OF IRVINE
CITY MANAGER'S OFFICE

Please place a presentation on the October 10, 2017 City Council agenda to commend several members of our community.

One of the unheralded actions of any community is when a person or persons come to the rescue in a near-drowning, and likely prevents a death. It is incumbent upon this City Council, at a time when, in support of the Orange County Drowning Prevention Task Force and in coordination with the Orange County Fire Authority to promote safe water habits, that we honor those who show heroic action. Steve Hagins, Erick Rogers, Jennifer Gormly and Sepand Mansouri saved the life of a young girl at the Quail Hill community pool.

I would ask that a presentation to offer our and the community's thanks be placed on the October 10 agenda. We do not know how many lives we may have saved in this summer's outreach, but we know that a life was saved on August 26. That is worth acknowledgement and commendations.

cc: City Council
City Clerk



CITY OF IRVINE

Commendation

JENNIFER GORMLY HEROISM

WHEREAS, on August 26, 2017, **Jennifer Gormly** responded to assist a young child, Qiying Ouyang, who was pulled out of a community pool, blue and not breathing; and

WHEREAS, **Jennifer Gormly** worked with another individual to perform Cardiopulmonary Resuscitation in an attempt to revive Qiying Ouyang by providing chest compressions and continued mouth-to-mouth breathing for five to seven minutes until two-year old Qiying Ouyang regained breathing on her own; and

WHEREAS, without the lifesaving efforts provided by **Jennifer Gormly**, Qiying Ouyang would not have survived.

NOW THEREFORE, the City Council of the City of Irvine **DOES HEREBY COMMEND JENNIFER GORMLY**, for heroism.


MAYOR DONALD P. WAGNER
OCTOBER 10, 2017





 CITY OF IRVINE 

Commendation

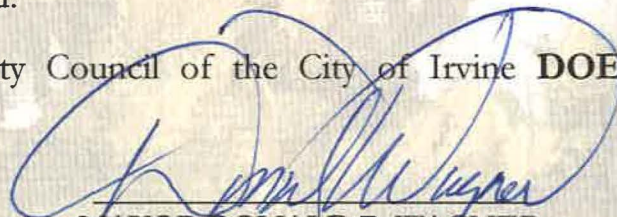
STEVE HAGINS HEROISM

WHEREAS, on August 26, 2017, **Steve Hagins**, responded immediately when he observed a young child, Qiying Ouyang, was pulled out of a community pool, blue and not breathing; and

WHEREAS, **Steve Hagins** instructed people attempting to help Qiying Ouyang on the proper way to clear her airway and provided proper instructions to administer Cardiopulmonary Resuscitation (CPR). After five to seven minutes of performing CPR, Qiying Ouyang regained her pulse, her chest began to move, and she eventually began to cry; and

WHEREAS, without the quick thinking and lifesaving instructions provided by **Steve Hagins**, two-year old Qiying Ouyang would not have survived.

NOW THEREFORE, the City Council of the City of Irvine **DOES HEREBY COMMEND STEVE HAGINS**, for heroism.



MAYOR DONALD P. WAGNER

OCTOBER 10, 2017





 CITY OF IRVINE 

Commendation

SEPAND MANSOURI HEROISM

WHEREAS, on August 26, 2017, **Sepand Mansouri** responded to assist a young child, Qiying Ouyang, who was pulled out of a community pool, blue and not breathing; and

WHEREAS, **Sepand Mansouri** worked with another individual to perform Cardiopulmonary Resuscitation in an attempt to revive Qiying Ouyang by providing chest compressions and continued mouth-to-mouth breathing for five to seven minutes until two-year old Qiying Ouyang regained breathing on her own; and

WHEREAS, without the lifesaving efforts provided by **Sepand Mansouri**, Qiying Ouyang would not have survived.

NOW THEREFORE, the City Council of the City of Irvine **DOES HEREBY COMMEND SEPAND MANSOURI**, for heroism.

MAYOR DONALD P. WAGNER

OCTOBER 10, 2017





CITY OF IRVINE

Commendation

ERIC ROGERS HEROISM

WHEREAS, on August 26, 2017, **Eric Rogers** was swimming in a community pool when he observed a young child, Qiying Ouyang, in dire distress floating on the water without a floatation device; and

WHEREAS, **Eric Rogers**, recognizing that two-year old Qiying Ouyang was drowning, took immediate action by pulling her from the water and seeking assistance from nearby adults to administer Cardiopulmonary Resuscitation; and

WHEREAS, if it were not for the swift actions taken by **Eric Rogers** to remove Qiying Ouyang from the swimming pool, she would not have survived.

NOW THEREFORE, the City Council of the City of Irvine **DOES HEREBY COMMEND ERIC ROGERS**, for heroism.

MAYOR DONALD P. WAGNER
OCTOBER 10, 2017



RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE

2017 AUG -4 AM 9:42

Memo

RECEIVED

AUG 04 2017

CITY OF IRVINE
CITY MANAGER'S OFFICE

To: Sean Joyce, City Manager
From: Donald P. Wagner, Mayor
Date: August 3, 2017
Re: **Presentation concerning Human Trafficking**

Please place a presentation concerning human trafficking on the September 12 City Council agenda. I have invited Orange County District Attorney Tony Rackauckas to provide an update on efforts his office is taking in collaboration with the Orange County Human Trafficking Task Force to address human trafficking throughout Orange County.

The Human Trafficking Task Force was established in 2004. More than 40 member agencies comprise the Task Force, including law enforcement, victim services, faith-based organizations, and community groups. A full-time Irvine Police detective is also assigned to the Task Force. The goal of the Task Force is to protect victims and prevent further perpetration of the crime. Human trafficking is a form of modern slavery where criminals profit from the control and exploitation of others. This problem exists on a local and global scale.

I look forward to hearing about the efforts the District Attorney has made to deter human trafficking and the success his office has had in the prosecution of this serious crime.

cc: Irvine City Council
Molly McLaughlin, City Clerk

 CITY OF IRVINE 

Proclamation

RED RIBBON WEEK OCTOBER 23-31, 2017

WHEREAS, alcohol, tobacco, other drug abuse and violence cause serious health and social related issues throughout the United States; and


WHEREAS, community members must unite to develop and support the implementation of programs and activities that nurture and strengthen programs to prevent our youth from using alcohol, tobacco, or other drugs, as well as from being a victim of violence; and

WHEREAS, the partners of the Irvine Prevention Coalition, including: Irvine Community Drug Prevention, City of Irvine Community Services, Irvine Police Department, Irvine Unified School District, Orange County Fire Authority, and University of California, Irvine, coordinate the Red Ribbon Celebration so that the residents of Irvine have an opportunity to demonstrate their commitment to school and community-based prevention efforts; and

WHEREAS, through the efforts of families, local, and federal law enforcement officers, healthcare professionals, teachers, dedicated community groups, and the general public, continued efforts will be made to promote effective, research based prevention strategies; and

WHEREAS, the City of Irvine further commits resources to ensure the success of the RED RIBBON CELEBRATION and our community's year-round commitment to the prevention of alcohol, tobacco, and drug abuse, as well as violence intervention.

NOW, THEREFORE, the City Council of the City of Irvine **DOES HEREBY PROCLAIM OCTOBER 23 - 31, 2017 as RED RIBBON WEEK** and encourages all members of the community to participate in drug and violence prevention activities, and to wear a Red Ribbon or wristband as a demonstration of their commitment to the Red Ribbon Pledge, "No use of illegal drugs, no illegal use of legal drugs."


DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
OCTOBER 10, 2017



3.1



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: OCTOBER 10, 2017

TITLE: MINUTES



City Clerk

RECOMMENDED ACTION:

1. Approve the minutes of a special meeting of the Irvine City Council held on September 26, 2017.
2. Approve the minutes of a regular meeting of the Irvine City Council held on September 26, 2017.



MINUTES

CITY COUNCIL SPECIAL MEETING

September 26, 2017
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

The special meeting of the Irvine City Council was called to order at 4:15 p.m. on September 26, 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. COUNCIL BUSINESS

1.1 VETERANS CEMETERY IMPLEMENTATION AGREEMENT

This item was agendized at the request of Mayor Wagner, who noted that inaccurate information had been circulated regarding the City's intentions with the 125-acre Veterans Cemetery at the Orange County Great Park; and reaffirmed the City's commitment to dedicating the entire 125 acre alternative site, known as Strawberry Fields, to CalVet for a Veterans Cemetery.

The following individuals spoke in support of the proposed agreement:

Sharon Quirk-Silva, California State Assemblymember
Gang Chen, Irvine resident
Bill Cook, Orange County Veterans Memorial Park
Patrick Strader, Starpoint Ventures on behalf of Heritage Fields El Toro, LLC
Tom Cagney
Ron Bengochea, Anaheim resident
Ron Fauth, American Legion
William Lewis, American Legion
Steve Greenberg, Irvine resident
Greg Rath, Mission Viejo resident
Robert Brower, American Legion
Leisha Fauth, American Legion
Greg Smith, Irvine resident
Bill Sandlin, Irvine resident
Alex Diaz, Orange County Veterans Memorial Park
Sam Costelo
David Stouffer
Marilyn Harris

The following individuals spoke in opposition:

Harvey Liss, Irvine resident
Larry Agran, Irvine resident
Larry Bales
Ashley Tarroja
Jim Dale, Irvine resident
William Bell
Alan Meyerson, Irvine resident
Patty Bartlett, Irvine resident
Ed Pope, Irvine resident
Sharon Toji, Irvine resident
Angelo Vassos

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

Jack Fancher, Irvine resident
Ranney Lochtfeld

City Council discussion included: clarification of the motion with respect to simple deal points as approved by the City Council on June 6, 2017; noted that the \$10 million financial contribution was between CalVet and Heritage Fields El Toro, LLC (Heritage Fields), and expressed concern that the City had no recourse if the contribution was not made; reiterated

that both the Amended and Restated Development Agreement (ARDA) and Strawberry Fields sites were at the Orange County Great Park; expressed concern about potential interim uses on approximately 100 acres of the Veterans' Cemetery site; questioned if any remediation was necessary at the Strawberry Fields site; inquired about the appraised values of both sites; questioned the costs of Phase I of the cemetery; expressed concern that the ARDA site, once transferred, could be rezoned from commercial to residential in the future; noted remedial costs to demolish and rehabilitate the ARDA site; expressed concern about potential land negotiations for consideration under Closed Session; noted that the lack of demolition required at the Strawberry Fields site would expedite completion of the cemetery; reiterated that the dedication of either site was necessary prior to CalVet's investment; noted that the Mayor's authority to sign the agreement on behalf of the City was a ministerial act with no new deal points; and noted that the unsigned Implementation Agreement would be made available to the public on the City's website for five to seven days prior to execution.

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

- 1) Dedicate the entire 125-acre Alternative Site/Strawberry Fields Site to CalVet immediately upon its transfer to the City for use only as a Veterans' Cemetery and interim agriculture uses, and further that the proposed land swap with Heritage Fields be completed without additional conditions.
- 2) Grant authority to staff to finalize the document consistent with the direction provided tonight and authorize execution of the agreement by the Mayor upon completion. **(Contract No. 9951)**

The motion carried as follows:

AYES: 3 COUNCILMEMBERS: Fox, Shea and Wagner

NOES: 2 COUNCILMEMBERS: Lalloway and Schott

ABSENT: 0 COUNCILMEMBERS: None

ADJOURNMENT

By consensus, the special City Council meeting was adjourned at 6:15 p.m.

MAYOR OF THE CITY OF IRVINE

CITY CLERK OF THE CITY OF IRVINE

October 10, 2017



MINUTES

CITY COUNCIL REGULAR MEETING

September 26, 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 6:15 p.m. on September 26, 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 item:

- 1.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1) - City of Irvine v. Michael Cohen, in his official capacity as Director of the Department of Finance for the State of California, et al, Sacramento County Superior Court Case No. 34-2017-80002663**

City Attorney Melching also announced that the following Closed Session item would not be considered by the City Council in Closed Session:

- 1.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Property: (1) *An approximately 125.7 acre property designated “ARDA Transfer Site” in the Amended and Restated Development Agreement between City of Irvine and Heritage Fields El Toro, LLC, and (2) An approximately 124.9 acre site owned by Heritage Fields El Toro, LLC, adjacent to Interstate 5 between Bake Parkway and Alton Parkway; Agency Negotiators: Sean Joyce, City Manager; Jeffrey Melching, City Attorney; Pete Carmichael, Great Park Director; Negotiating Parties: City of Irvine and Heritage Fields El Toro, LLC; Under Negotiation: Price and terms of payment***

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

Deirdre Kelly
Jose Guevara on behalf of Congressman Lou Correa
Jeffrey Harris, Irvine resident

RECESS

Mayor Wagner convened the City Council meeting to Closed Session at 6:17 p.m.

RECONVENE TO THE CITY COUNCIL MEETING

Mayor Wagner reconvened the City Council meeting at 6:38 p.m. City Attorney Melching, on behalf of the City Council, announced that no reportable action was taken in Closed Session on Item No. 1.1.

PLEDGE OF ALLEGIANCE

Councilmember Shea led the Pledge of Allegiance.

INVOCATION

Mayor Wagner provided the invocation.

CITY MANAGER'S REPORT

There was no report.

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Councilmember Fox, as the City's delegate to the Newport Bay Watershed Executive Committee, noted her attendance at its recent meeting, and relayed the approval of the Central Orange County Watershed Management Area Executive Action Plan for 2017-2022; and also noted her attendance and issues discussed related to Senate Bill 649

(wireless small cells) at the League of California Cities Annual Conference in Sacramento from September 13-15..

Mayor Pro Tempore Schott noted her recent attendance at the American Gold Star Mother's Memorial Weekend in Washington D.C., and that she would return at the next City Council meeting with photographs and reflection of the event.

Mayor Wagner made the following announcements:

- Irvine is once again the Safest City of its size for violent crime for the 12th consecutive year, according to FBI data just released for calendar year 2016. In 2016, Irvine saw a 3.5 percent drop in Part 1 Crime.
- The City of Irvine continues to remember those in the South and the Caribbean impacted by devastating hurricanes, and those in Mexico affected by recent earthquakes. For those interested in supporting organizations to help with recovery efforts in these areas, visit the Irvine Gives website at cityofirvine.org/irvinegives and click "Disaster Relief." Residents are also encouraged to take steps during National Preparedness Month to help protect family members and employees for any type of disaster, including earthquakes, fires, floods and utility outages. For tips to help prepare, visit cityofirvine.org/prepare.
- The Irvine Police Department will host its annual Open House on October 7 from 10 a.m. to 2 p.m. at the Irvine Civic Center. The event will feature tours of the Police Department, police vehicle displays and hands-on activities. Attendees will also have a chance to meet members of the department's new Mounted Unit and interact with Police K9s. For information, visit cityofirvine.org.

ADDITIONS AND DELETIONS

City Manager Joyce requested that Public Hearing Item No. 3.2 (Zone Change to Amend Irvine's Sign Code to Allow Off-Premises Advertising on the Existing Electronic Freeway Sign Located in the Irvine Auto Center at 30 Auto Center Drive in Planning Area 35 – Irvine Spectrum 2) be continued to the November 14, 2017 City Council meeting.

2. CONSENT CALENDAR

ACTION: Moved by Councilmember Shea, seconded by Councilmember Lalloway, and unanimously carried to approve Consent Calendar Item Nos. 2.1, 2.2, 2.5 and 2.6. Item Nos. 2.3, 2.4, and 2.7 were removed for separate discussion.

2.1 MINUTES

ACTION:

Approved the minutes of a regular meeting of the Irvine City Council and regular joint meeting with the City of Irvine as Successor Agency to the dissolved Irvine Redevelopment Agency held on September 12, 2017.

2.2 WARRANT AND WIRE TRANSFER RESOLUTION

ACTION:

Adopted RESOLUTION NO. 17-67 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2.3 EXTENSION OF INFORMATION SERVICES AGREEMENT

This item was removed for separate discussion at the request of Councilmember Shea, who expressed concern that the current provider for information technology services did not have the ability to assume the proposed request for services.

Khaled Tawfik, presented the staff report and responded to questions.

City Council discussion included: inquiring about why the current provider had not assumed responsibility for all technology services; questioned the need to issue a request for proposals; whether the current provider was meeting required standards; noted underperformance of the City's prior provider; questioned whether an exit clause was included in the proposed agreement if Conduent Enterprise Solutions, LLC (formerly ACS) did not perform satisfactorily; noted concerns raised by the Finance Commission; suggested that staff return to the City Council at a future meeting with an analysis of in-house versus consultant services for technology services; inquired about approximate staffing level needed to bring services in-house; and questioned other options available if the proposed agreement was not approved.

City Manager Joyce noted that the proposed agreement related to extraordinary circumstances, and clarified that the current provider included ordinary services such as help desk assistance and other day-to-day services.

Assistant City Manager Leung noted that the agreement with the current provider was a performance based contract, and that staff was working through a remediation plan to deal with appropriate consequences. She

also reiterated that the proposed agreement was for older projects that required completion, and that staff was recommending that the City work with the prior service provider given its history and knowledge of these projects.

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

Approve the Tenth Amendment to the Information Services Agreement with Conduent Enterprise Solutions, LLC, extending the current term for as-needed services on a time and materials basis for the period from October 1, 2017 through September 30, 2018.
(Contract No. 4900J)

2.4 RESOLUTIONS CONTAINING TERMS AND CONDITIONS OF EMPLOYMENT FOR REPRESENTED EMPLOYEES

This item was removed for separate discussion at the request of Mayor Pro Tempore Schott, who noted that while she was in support of the proposed salary increases and paid leave during the December holidays for other employee associations, she could not support additional financial compensation as requested by these two Associations.

Councilmember Shea expressed her appreciation to staff, including the police associations, and noted her support for the proposed agreements.

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

- 1) Adopt RESOLUTION NO. 17-68 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE IRVINE POLICE ASSOCIATION (IPA), AND SUPERSEDING ALL PREVIOUS IPA MEMORANDUMS OF UNDERSTANDING, EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2017
- 2) Adopt RESOLUTION NO. 17-69 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE IRVINE POLICE MANAGEMENT ASSOCIATION (IPMA), AND SUPERSEDING ALL PREVIOUS IPMA MEMORANDUMS OF UNDERSTANDING, EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2017

- 3) Adopt RESOLUTION NO. 17-70 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING THE SALARY GRADE ORDER STRUCTURE AND SALARY RANGES FOR EMPLOYEES OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 17-66, WHICH IS INCONSISTENT THEREWITH

The motion carried as follows:

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

NOES: 1 COUNCILMEMBERS: Schott

ABSENT: 0 COUNCILMEMBERS: None

2.5 BUDGET ADJUSTMENT FOR IRVINE RANCH WATER DISTRICT RECLAIMED WATER INFRASTRUCTURE COSTS AT THE GREAT PARK

ACTION:

- 1) Authorized a budget adjustment transferring \$5.4 million from the Department of Finance (DOF) Settlement Agreement funds to Capital Improvement Project No. 361732 for reclaimed water infrastructure costs at the Great Park.
- 2) Directed that this \$5.4 million in reserved DOF Settlement Agreement Funds be repaid over a ten-year period commencing with receipt of Secondary Maintenance payments.
- 3) Directed that interest on the \$5.4 million in reserved DOF Settlement Agreement Funds be repaid at the interest rate linked to the Local Agency Investment Fund (LAIF).

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

Approved 5-0.

**2.6 ACCEPTANCE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY
SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT****ACTION:**

- 1) Authorized the Director of Public Safety to approve and accept a \$510,000 Selective Traffic Enforcement Program grant award from the State of California, Office of Traffic Safety.
- 2) Approved a budget adjustment appropriating \$510,000 for the California Office of Traffic Safety Selective Traffic Enforcement Program grant.

**2.7 SECOND READING AND ADOPTION OF ORDINANCE NO. 17-07
GRANTING NONEXCLUSIVE FRANCHISES FOR COMMERCIAL SOLID
WASTE COLLECTION**

This item was removed for separate discussion at the request of Councilmember Fox, who noted that other cities were accelerating compliance with South Coast Air Quality Management District's (SCAQMD) Rule 1193 (Clean On-Road Residential and Commercial Refuse Collection Vehicles) by one year, and expressed concern that less efficient vehicles used in these cities could be relocated to Irvine to meet those requirements.

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

Read by title only, second reading and adoption of ORDINANCE NO. 17-07 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, GRANTING NONEXCLUSIVE FRANCHISES FOR COMMERCIAL SOLID WASTE COLLECTION AND RECYCLING SERVICES, FOR THE PERIOD OF OCTOBER 27, 2017 THROUGH AUGUST 31, 2026

As amended to amend Section 9.3.1 of the Nonexclusive Franchise Agreement for Commercial Solid Waste Collection as follows:

"...Franchisees shall comply with the requirements in the South Coast Air Quality Management District's ("SCAQMD") Rule 1193 (Clean On-Road Residential and Commercial Refuse Collection Vehicles) by January 1, 2019, and this requirement shall apply regardless of the franchisee's vehicle fleet size and the exemption that might otherwise apply to fleets of less than fifteen (15) vehicles as set forth SCAQMD Rule 1193."

City Council discussion included: clarification of the motion and whether the approach was reasonable; expressed concern about the potential impacts to waste haulers if compliance with SCAQMD Rule 1193 was

accelerated; and suggested a letter be sent to waste haulers requesting that the existing fleet of clean air vehicles remain in use within the City of Irvine.

City Attorney Melching noted that any amendment to the proposed ordinance would require a new first and second reading prior to adoption.

Following discussion, Councilmember Shea withdrew her second.

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

ACTION:

Read by title only, second reading and adoption of ORDINANCE NO. 17-07 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, GRANTING NONEXCLUSIVE FRANCHISES FOR COMMERCIAL SOLID WASTE COLLECTION AND RECYCLING SERVICES, FOR THE PERIOD OF OCTOBER 27, 2017 THROUGH AUGUST 31, 2026

The motion carried as follows:

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

NOES: 1 COUNCILMEMBERS: Fox

ABSENT: 0 COUNCILMEMBERS: None

3. PUBLIC HEARINGS

3.1 ZONE CHANGE 00719550-PZC TO AMEND THE ZONING ORDINANCE REFLECTING A LAND EXCHANGE OF THE EXISTING AMENDED AND RESTATED DEVELOPMENT AGREEMENT TRANSFER SITE (TO BE RENAMED AS DEVELOPMENT DISTRICT 9) WITH A PORTION OF DEVELOPMENT DISTRICT 2 WITHIN PLANNING AREA 51 (ORANGE COUNTY GREAT PARK)

Tim Gehrich, Acting Director of Community Development, and Hernan DeSantos, Senior Planner, presented the staff report and responded to questions.

Mayor Wagner opened the public hearing at 7:34 p.m.

The following individuals spoke in support:

Peter Katz, Orange County Veterans Memorial Park
Patrick Strader, Starpointe Ventures on behalf of Heritage Fields El Toro, LLC

The following individuals spoke in opposition:

Harvey Liss, Irvine resident
Alan Meyerson, Irvine resident
Mary Ann Gaido, Irvine resident
Larry Agran, Irvine resident

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

Sharon Quirk-Silva, California State Assemblymember
Jose Guevara, on behalf of Congressman Lou Correa
Kaelin Locker, on behalf of Senator Josh Newman
Carl Berryman, A.M. Legion
Bob Holtzclaw
Thomas Cagley, Lake Forest resident
Deirdre Kelly, Irvine resident
Michael Whaling, Laguna Hills resident
Tyler Holcomb, Irvine resident
Frank Lez, Laguna Woods resident
Dick Watson, Irvine resident
David Marshall, Santa Ana resident
Sandy Moody, Irvine resident
Martha Huff, American Legion
Ed Pope, Irvine resident
Aurom Grossman, Irvine resident

ACTION: Moved by Councilmember Shea, seconded by Councilmember Lalloway, and unanimously carried to close the public hearing at 7:58 p.m.

Mayor Pro Tempore Schott read into the record a statement on behalf of Sandy Moody, Transportation Commissioner, who expressed her opposition.

City Council discussion included: expressing concern that research and development (R&D) zoning would result in increased traffic and trip counts near the Amended and Restated Development Agreement (ARDA) site; noted the impacts on Lake Forest residents by not accelerating enhancements to Marine Way; noted the need for a more comprehensive analysis, including traffic; reiterated that the land exchange was limited to

a transfer of entitlement, and that intensity would be subject to the standard review process; and noted the uniqueness of the Orange County Great Park.

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

Introduce for first reading and read by title only – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING A CITY-INITIATED ZONE CHANGE (00719550-PZC) TO COMPREHENSIVELY AMEND APPLICABLE SECTIONS OF THE ZONING ORDINANCE (SECTIONS 3-3-1 AND 3-37-39 RELATING TO THE TRAILS AND TRANSIT ORIENTED DEVELOPMENT ZONING DISTRICT, AND PARTS OF CHAPTER 9-51 RELATING TO THE ORANGE COUNTY GREAT PARK) TO REFLECT A LAND EXCHANGE OF THE EXISTING AMENDED AND RESTATED DEVELOPMENT AGREEMENT TRANSFER SITE (TO BE RENAMED AS DEVELOPMENT DISTRICT 9) WITH A PORTION OF DEVELOPMENT DISTRICT 2 WITHIN PLANNING AREA 51 (ORANGE COUNTY GREAT PARK)

The motion carried as follows:

AYES: 3 COUNCILMEMBERS: Fox, Shea and Wagner

NOES: 2 COUNCILMEMBERS: Lalloway and Schott

ABSENT: 0 COUNCILMEMBERS: None

3.2 ZONE CHANGE TO AMEND IRVINE'S SIGN CODE TO ALLOW OFF-PREMISES ADVERTISING ON THE EXISTING ELECTRONIC FREEWAY SIGN LOCATED IN THE IRVINE AUTO CENTER AT 30 AUTO CENTER DRIVE IN PLANNING AREA 35 (IRVINE SPECTRUM 2)

This item was continued to November 14, 2017 at the request of City Manager Joyce. See Additions and Deletions.

4. COUNCIL BUSINESS

4.1 PRE-RELEASE POLICY DIRECTION REGARDING REQUEST FOR PROPOSALS FOR TOW SERVICES CONTRACT

Mike Hamel, Director of Public Safety/Chief of Police, and Matt August, Police Sergeant, presented the staff report and responded to questions.

City Council discussion included: inquiring about a previous bidder that was excluded based on its location outside of the required perimeter;

questioned whether opportunities for additional bids could be lost if the perimeter was not adjusted; suggested weighted scoring if the perimeter was expanded; and expressed concern about changing bid criteria to accommodate additional bidders.

Police Chief Hamel noted that staff would need to verify whether the increase to a six mile radius would capture additional bidders; and stated that expanding the required perimeter could result in increased response time.

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

- 1) Authorize staff to issue a Request for Proposal (RFP) for Towing Services.
- 2) Direct staff to create a selection process that will result in two qualified towing companies being selected at the conclusion of the results of a solicitation of proposals.
- 3) Direct staff to fully evaluate all tow companies responding to the RFP that meet the minimum qualifications.
- 4) Require tow companies to maintain a business office and storage facility of sufficient size not more than six road miles from the City limits as a minimum qualification for responding to the RFP.
- 5) Direct staff to increase towing fees paid by the public directly to the contract tow companies to a fair market value, comparable to other Orange County law enforcement agencies.

4.2 CONSIDERATION OF MAYOR WAGNER'S REQUEST TO SUBMIT A REQUEST FOR PROPOSAL FOR AMAZON HQ2

This item was agendaized at the request of Mayor Wagner, who noted potential benefits should Amazon choose the City of Irvine for its second headquarters.

The following individuals spoke in support of the submittal of a proposal:

Linda DiMario, Greater Irvine Chamber
Harvey Liss, Irvine resident

City Council discussion included: noting the rare opportunity for the Irvine and its unique qualifications; referenced concerns raised by members of the community related to potential population and traffic increases; reiterated opportunities for bringing high technology jobs to the City; noted that sites offered would include those already developed; and discussed next steps if a favorable response from Amazon was received.

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

Authorize the City Manager to work with the City's interested landowners to submit a response to the Request for Proposal for Amazon's second corporate headquarters.

PUBLIC COMMENT

Michael Klubniken spoke about recent actions taken by the Orange County Board of Supervisors.

ADJOURNMENT

Moved by Councilmember Shea, seconded by Councilmember Lalloway, and unanimously carried to adjourn the City Council meeting at 8:45 p.m.

MAYOR OF THE CITY OF IRVINE

CITY CLERK OF THE CITY OF IRVINE

October 10, 2017

3.2



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: OCTOBER 10, 2017

TITLE: WARRANT AND WIRE TRANSFER RESOLUTION



Director of Administrative Services



City Manager

RECOMMENDED ACTION

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

EXECUTIVE SUMMARY

A detailed register of claims, the Register of Warrants and Wire Transfers, are submitted to the City Council for review and authorization on a weekly basis. Approval of the attached resolution ratifies the disbursement of funds for the period of September 20, 2017 through October 3, 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 10th day of October 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 10th day of October 2017.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

9/20/2017 through 9/26/2017

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	519,835.56
004	PAYROLL CLEARING FUND	2,360,415.41
005	DEVELOPMENT SERVICES FUND	232,166.34
007	SCHOOL SUPPORT FUND	1,961,960.00
009	REVENUE CLEARING FUND	17,921.07
024	BUILDING & SAFETY FUND	192,383.34
027	DEVELOPMENT ENGINEERING FUND	22,178.50
111	GAS TAX FUND	51,869.36
119	LIGHTING, LANDSCAPE & PARK MNT	150,819.40
126	SENIOR SERVICES FUND	164.05
128	OFFICE ON AGING PROGRAMS FUND	12,075.11
154	RENEWED MEASURE M2 FAIR SHARE	6,825.00
155	COMMUNITY SERVICES PROGRAMS	644.25
180	ORANGE COUNTY GREAT PARK	163,440.06
204	CFD 2013-3 GREAT PARK	63,681.00
250	CAPITAL IMPROV PROJ FUND - CIR	176,622.11
260	CAPITAL IMPROV PROJ-NON CIRC	7,690.81
271	IRVINE BUSINESS COMPLEX	12,335.97
286	GREAT PARK DEVELOPMENT FUND	264,744.62
570	INSURANCE FUND	79,266.10
574	FLEET SERVICES FUND	87,560.12
578	MAIL INTERNAL SERVICES	23,715.89
579	STRATEGIC TECHNOLOGY PLAN FUND	885,425.32
580	CIVIC CTR MAINT & OPERATIONS	7,537.58
744	CFD 2013-3 GREAT PARK	6,185.05
745	CFD 2005-2R COLUMBUS GROVE SP	957.95
746	CFD 2004-1 CENTRAL PARK	1,603.52
781	INTERAGENCY CUSTODIAL FUND	649.52
GRAND TOTAL		7,310,673.01

9/27/2017 through 10/3/2017

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	865,943.86
004	PAYROLL CLEARING FUND	40,160.23
005	DEVELOPMENT SERVICES FUND	189,518.90
024	BUILDING & SAFETY FUND	50,522.48
027	DEVELOPMENT ENGINEERING FUND	74,536.75
111	GAS TAX FUND	41,938.50
114	HOME GRANT	520.00
119	LIGHTING, LANDSCAPE & PARK MNT	42,301.99
126	SENIOR SERVICES FUND	180.00
128	OFFICE ON AGING PROGRAMS FUND	6,229.92
130	AB2766 - AIR QUALITY IMPROVMNT	107.00
180	ORANGE COUNTY GREAT PARK	71,525.70
250	CAPITAL IMPROV PROJ FUND - CIR	101,931.19
260	CAPITAL IMPROV PROJ-NON CIRC	5,777.86
271	IRVINE BUSINESS COMPLEX	14,228.50
286	GREAT PARK DEVELOPMENT FUND	80,262.77
501	INVENTORY	3,500.62
570	INSURANCE FUND	105,506.75
574	FLEET SERVICES FUND	76,603.11
578	MAIL INTERNAL SERVICES	3,089.03
579	STRATEGIC TECHNOLOGY PLAN FUND	48,899.41
580	CIVIC CTR MAINT & OPERATIONS	1,516.08
717	RAD 04-20 PORTOLA SPR VAR RT A	57,714.34
718	RAD 05-21 ORCHARD HLS VAR RT	74,169.03
719	REASSESSMENT 85-7A VARIABLE RT	77,738.77
721	AD00-18 SHADY CNYN&TURLT ROCK	20,312.32
723	AD03-19 WOODBURY SER B VAR RT	53,140.00
724	AD 07-22 STONEGATE VAR RT A	19,551.23
735	AD03-19 WOODBURY SER A VAR RT	46,320.89
760	AD87-8 ICD/BAKE PKWY DEBT SVC	33,361.08
766	RAD 05-21 G3 FIXED RATE	17,097.50
767	AD94-15 WESTPARK II SERIES A	6,539.34
771	AD97-16 NORTHWEST IRVINE VARI	58,990.21
774	AD94-13 VARIABLE RT-OAKCREEK	37,780.95
775	AD97-17 LOWER PETERS CYN EAST	75,263.68
776	AD93-14 SPECT 6N/SPECT 7	119,112.71
GRAND TOTAL		2,521,892.70

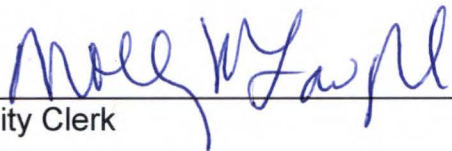
3.3



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: OCTOBER 10, 2017

TITLE: PROCLAMATIONS



City Clerk

RECOMMENDED ACTION:

Proclaim October 8-14, 2017 as "Fire Prevention Week."

 CITY OF IRVINE 

Proclamation

FIRE PREVENTION WEEK OCTOBER 8-14, 2017

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and


WHEREAS, home fires in the United States resulted in 2,290 civilian deaths in 2016, representing 78 percent of all fire deaths in the nation; and

WHEREAS, working smoke alarms reduce the risk of deaths in reported home fires by 50% and approximately 60% of home fire deaths occur from fires in properties without working smoke alarms; and

WHEREAS, Orange County residents are responsive to public education and outreach measures and can take personal steps to increase their safety from fires in their homes; and

WHEREAS, the 2017 Fire Prevention Week theme, "Every Second Counts: Plan 2 Ways Out!" effectively serves to educate the public about the vital importance of developing a home fire escape plan with two exits from every room in the home.

NOW, THEREFORE, the City Council of the City of Irvine **DOES HEREBY PROCLAIM OCTOBER 8-14, 2017, AS "FIRE PREVENTION WEEK"** and urges Irvine residents to develop a home fire escape plan with all members of the household, and to participate in the many public safety activities and efforts of Orange County Fire Authority's fire and emergency services during Fire Prevention Week 2017.



DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
OCTOBER 10, 2017



3.4



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: OCTOBER 10, 2017

TITLE: ZONING ADMINISTRATOR APPOINTMENT

Acting Director of Community Development

City Manager

RECOMMENDED ACTION

Appoint the Director of Community Development as the Zoning Administrator.

EXECUTIVE SUMMARY

The City's Zoning Administrator position has been vacant since the end of October 2016. A Request for Proposals for Zoning Administrator services resulted in one response that did not fully meet the requirements for the Request for Proposals. Due to the specific and technical expertise required, the irregular and limited hours, and the knowledge of the City needed, finding a qualified individual is challenging. Limitations on retirees by CalPERS, and potential conflict of interest restrictions for outside consultants are also barriers to finding suitable candidates.

Following a thorough review of options, staff recommends appointing the Director of Community Development to serve as the Zoning Administrator. By appointing the Director of Community Development as the Zoning Administrator, the City Council can be assured that a qualified and accountable person fills this role.

COMMISSION / BOARD / COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

Background

Per Title 5, Division 4, Section 5-4-103 of the City's Municipal Code, the Zoning Administrator has the authority to conduct public hearings and make determinations on conditional use permits, administrative relief and variances. The Zoning Ordinance establishes a specific list of application types over which the Zoning Administrator has approval authority. The Municipal Code originally designated the Director of Community Development as the Zoning Administrator. On November 28, 1995, the position became a City Council appointed position. The position receives a monthly stipend of \$600.

Since July 2000, the Zoning Administrator role has been filled by one individual. After more than 16 years of service, that individual stepped down at the end of October 2016. The Deputy Director of Community Development assumed the role of Associate Zoning Administrator, as permitted by the Municipal Code.

Staff sent out a Request for Proposals for Zoning Administrator services on January 19, 2017 and received one proposal. The proposal requested hourly compensation rather than the \$600 a month stipend. Given the typical time involved in reviewing projects for consideration, the hourly rate would far exceed the stipend amount; therefore, it did not fully meet the requirements for the Request for Proposals. The primary reason for firms not responding to the Request for Proposals related to the conflict of interest that would potentially preclude the firm from processing projects subject to Zoning Administrator review. The Zoning Administrator position also requires a high degree of specific technical expertise in reviewing zoning matters over which the role has oversight authority. CalPERS limitations on post-retirement compensation also limit the potential for a retired public employee to fill the role.

Subsequently, staff conducted a comprehensive evaluation of the Zoning Administrator position in cities across Orange County. The City of Irvine is unique in Orange County in requiring City Council designation of the Zoning Administrator. All other cities with a Zoning Administrator hearing body allow either the City Manager or the Director of Community Development to designate the Zoning Administrator.

Following a thorough review and evaluation of options, it is recommended that the City Council appoint the Director of Community Development as the Zoning Administrator. This appointment will ensure that a qualified, accountable individual, with an understanding of the community character, will fill this role. Zoning Administrator decisions will continue to be appealable to the Planning Commission. In addition, the Zoning Administrator has the ability to forward applications to the Planning Commission for its review should additional oversight on projects be necessary.

ALTERNATIVES CONSIDERED

The City Council could direct staff to initiate a Municipal Code Amendment to delegate the appointment authority to the City Manager, which could expedite future replacements and would allow either City staff or outside individuals to serve in the Zoning Administrator role.

The City Council could direct staff to examine whether the Zoning Administrator function could be modified in additional aspects, such as what types of projects over which it has approval authority, or eliminate the position altogether. Unlike the Planning Commission function, the Zoning Administrator role is not a required function for cities. Nineteen of the thirty-four cities in Orange County do not have a Zoning Administrator hearing body, with Anaheim being the largest city within this group. Modification or elimination may result in certain approval authority for application types being delegated to the

Community Development Director and certain application types being designated for Planning Commission review.

The City Council could direct staff to issue another Request for Proposals to seek new outside candidates for the position. Once a qualified candidate has been identified, they will be presented to City Council for consideration. Given the challenges in finding qualified candidates, the City Council could also direct staff to reevaluate increasing the monthly stipend amount to elicit additional responses.

FINANCIAL IMPACT

The Zoning Administrator position receives a \$600 stipend each month. By designating the Director of Community Development position to fill the Zoning Administrator role, this stipend would be eliminated.

REPORT PREPARED BY Joel Belding, Principal Planner

ATTACHMENT

Attachment 1: Municipal Code Section 5-4

cc: Tim Gehrich, Deputy Director of Community Development

Division 4 - ZONING ADMINISTRATION^[4]

Footnotes:

--- (4) ---

Cross reference— Administrative services, tit. 2.

Sec. 5-4-101. - Office; compensation; appointment.

The Office of Zoning Administrator is hereby created. The Zoning Administrator shall be appointed by and serve at the will of the City Council. The Zoning Administrator compensation shall be set by resolution of the City Council.

(Code 1976, § V.D-101; Ord. No. 27, § 78.016, 4-17-72; Ord. No. 95-19, 11-28-95; Ord. No. 05-17, 7-12-05)

Sec. 5-4-102. - Assistants.

The Director of Community Development shall also appoint additional persons as Associate Zoning Administrators, meeting the established minimum qualifications, to act for and in behalf of the Zoning Administrator during his or her absence. In the event the Associate Zoning Administrator is an employee of the City of Irvine, he or she shall not receive additional compensation above his or her regular salary.

(Code 1976, § V.D-103; Ord. No. 27, § 78.017, 4-17-72; Ord. No. 95-19, 11-28-95)

Sec. 5-4-103. - Authority.

The Zoning Administrator shall have the authority to conduct public hearings and to make determinations regarding conditional use permit, administrative relief, and variance applications in accordance with the City Code.

(Code 1976, § V.D-104; Ord. No. 27, § 78.018, 4-17-72; Ord. No. 95-19, 11-28-95)

3.5



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: OCTOBER 10, 2017

TITLE: MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF PUBLIC SAFETY AND THE
TRANSPORTATION CORRIDOR AGENCIES FOR SERGEANT
AT ARMS SERVICES

Director of Public Safety

City Manager

RECOMMENDED ACTION

Authorize the Director of Public Safety to enter into the attached Memorandum of Understanding with the Transportation Corridor Agencies to provide Sergeant at Arms services during its Board of Directors meetings.

EXECUTIVE SUMMARY

The Transportation Corridor Agencies (TCA) were established in 1986 to enhance commuter mobility in Orange County and beyond by developing and operating publicly-owned toll road facilities as part of the overall regional transportation system. The TCA is comprised of two separate joint powers agencies, the Foothill/Eastern Transportation Corridor Agency and the San Joaquin Hills Transportation Corridor Agency. Collectively, these agencies plan, finance, construct, and operate State Routes 73, 133, 241, and 261, commonly referred to as The Toll Roads.

The Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills Transportation Corridor Agency each have a Board of Directors comprised of elected officials from local cities, including Irvine, as well as members of the Orange County Board of Supervisors. The TCA board meetings occur the second Thursday of each month from approximately 9–11 a.m. To date, there have not been any significant issues at the meetings; however, the TCA has requested Sergeant at Arms services from the City of Irvine. The TCA believes having a law enforcement presence at the board meetings will help ensure the safety of the Board of Directors, employees, and the public. The TCA will reimburse the Department of Public Safety for the fully burdened cost of the Sergeant at Arms and such costs will be adjusted as necessary.

Staff recommends the City Council authorize the Director of Public Safety to enter into a Memorandum of Understanding to provide Sergeant at Arms services during meetings of the TCA Board of Directors.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not Applicable.

ANALYSIS

The Department of Public Safety and the TCA have drafted a Memorandum of Understanding outlining the terms for providing a Sergeant at Arms at the TCA board meetings held on the second Thursday of each month from approximately 9-11 a.m. The Sergeant at Arms will be visible before and after meetings and at times throughout the meeting at his or her discretion and will report to the meeting room fifteen minutes prior to meeting commencement time and remain for fifteen minutes following meeting adjournment.

If the Memorandum of Understanding is approved, the City will invoice the TCA on a quarterly basis for costs associated with deploying a Sergeant at Arms. Those costs will include the Sergeant at Arms' hourly salary, taxes, employee benefits, and insurance. It should be noted that the existing hourly benchmark rate of \$91.77 will be used for general budgeting purposes; however, the hourly rate will be adjusted at the time of billing to reflect the actual cost of services. A minimum of three hours will be billed for each meeting.

The Memorandum of Understanding also requires the TCA to indemnify, defend, and hold harmless the City of Irvine and City personnel that may be claimed by any person or entity who contends that removal of the individual or entity from a board meeting violated the right or rights of individuals or entity, but excluding liabilities arising from the sole active negligence or willful misconduct of the City of Irvine or City personnel. The City Attorney has reviewed the Memorandum of Understanding.

ALTERNATIVES CONSIDERED

The City Council may decide not to provide Sergeant at Arms services to the TCA, in which case the TCA may elect to contract with a private security firm or other law enforcement agency.

FINANCIAL IMPACT

The TCA will fully reimburse the Department of Public Safety for the hourly salary, taxes, employee benefits, and insurance associated with the Sergeant at Arms and such costs will be adjusted as necessary. In addition, the person assigned will be working a standalone overtime shift that will not require a backfill. Therefore, the proposed Memorandum of Understanding with the TCA will not have an adverse fiscal impact to the City of Irvine.

REPORT PREPARED BY Dave Klug, Police Lieutenant

ATTACHMENT Memorandum of Understanding for Sergeant at Arms Services at Transportation Corridor Agency

**MEMORANDUM OF UNDERSTANDING
FOR
THE IRVINE POLICE DEPARTMENT TO PROVIDE A SERGEANT AT ARMS
TO BE PRESENT AT THE TRANSPORTATION CORRIDOR AGENCIES'
BOARDS OF DIRECTORS' MEETINGS**

This Memorandum of Understanding ("MOU") is authorized by the Chief Executive Officer (CEO) of the Transportation Corridor Agencies—the San Joaquin Hills Transportation Corridor Agency and the Foothill/Eastern Transportation Corridor Agency (each individually and, depending on the context, collectively, "TCA")—and the City of Irvine Chief of Police for the services of a Sergeant at Arms (SAA), provided by an Irvine Police Officer, during the TCA's Boards of Directors' (BOD) meetings. Services are subject to the terms and conditions set forth in this MOU.

The purpose of this MOU is to outline the procedures for implementing the agreement between the Irvine Police Department (IPD) and the TCA. This MOU is a guide for operations at TCA's BOD meetings.

BACKGROUND

The TCA has monthly meetings of the Boards of Directors on the second Thursday of the month beginning at 9:30 a.m. at the TCA's headquarters located in the City of Irvine. The TCA is comprised of two separate Boards of Directors.

Member agencies of the San Joaquin Hills Transportation Corridor Agency are the cities of Aliso Viejo, Costa Mesa, Dana Point, Irvine, Laguna Hills, Laguna Niguel, Laguna Woods, Mission Viejo, Newport Beach, San Clemente, San Juan Capistrano, and Santa Ana, along with the County of Orange's 3rd and 5th Districts.

Member agencies of the Foothill/Eastern Transportation Corridor Agency are the cities of Anaheim, Dana Point, Irvine, Lake Forest, Mission Viejo, Orange, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Tustin, and Yorba Linda, along with the County of Orange's 3rd, 4th, and 5th Districts.

The SAA is needed to attend the identified meetings on a monthly basis and any special meetings that may be called from time to time. Historically, there have not been any significant issues or problems at the meetings; however, the TCA has determined it would be prudent to have a law enforcement presence at the regularly scheduled meetings to help ensure the safety of its Boards, the TCA's employees, and the public. It shall remain the duty of each BOD Chair to require that the rules of decorum are observed.

TYPE OF ASSISTANCE

This MOU is issued to set forth the parties' understanding regarding the provision of a law enforcement officer from the IPD to serve as the SAA at the TCA's BOD meetings. The SAA will be visible before the start of each meeting, periodically during the meeting, as required, and at the end of the meetings.

LOGISTICS

The SAA will be visible both before and after meetings and at times throughout the meeting at his or her discretion. The TCA will provide a safe area for the SAA to sit out of the public view, and access to logistical support as needed. The SAA shall report fifteen minutes prior to meeting commencement time and remain for fifteen minutes following meeting adjournment.

MEETING FREQUENCY

The TCA's BOD meetings occur regularly every second Thursday of the month from 9:30 a.m. to 12 p.m., unless otherwise noted. It is important to note that meetings can be shorter or longer than the time periods identified, and the SAA must remain present throughout the meetings.

There may be occasions when a "special" or "emergency" board meeting and/or public hearing may be called. The SAA shall be available for these meetings also, to the extent that the SAA can be made reasonably available by IPD, at IPD's discretion. The TCA will provide as much advanced notice as possible for these special meetings.

COMMUNICATIONS

Communications for this MOU will be on an as-needed basis. The TCA point of contact will be the Clerk of the Board. The TCA will provide the City of Irvine with the annual schedule of the TCA's BOD meetings in July of each calendar year. The TCA will communicate any changes to the regular meeting schedule to IPD as soon as practically possible for scheduling purposes.

BILLING AND REIMBURSEMENT

Upon execution of this MOU, the City of Irvine agrees to bill the TCA quarterly for the SAA costs. The SAA for the TCA's regularly scheduled meetings, or related meetings, shall be an IPD Officer selected and paid by the City of Irvine, subject to any applicable City of Irvine personnel ordinance, rules, and regulations. The TCA shall reimburse the City of Irvine for the cost of SAA services to the TCA, including hourly salary, taxes, employee benefits, and insurance. The hourly benchmark rate of \$91.77 will be used for general budgeting purposes; however, the hourly rate will be adjusted at the time of billing to reflect the actual cost of services. A minimum of three hours will be billed for each meeting.

INDEMNIFICATION

The TCA agrees to indemnify, defend, and hold the City of Irvine and its officers, directors, employees, representatives, and volunteers (collectively "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 who contends that removal of the individual or entity from a meeting violated a Federal or California statutory, constitutional, or common law right or rights of individuals or entity, but excluding such claims or liabilities arising from the active negligence or willful misconduct of the City of Irvine or City Personnel.

EVALUATION

The effectiveness of the procedures contained in this MOU shall be evaluated annually, or as significant changes occur, by the TCA and/or the City of Irvine.

Changes in this written MOU may be made at any time by mutual written agreement of the TCA's CEO and the IPD Chief. A signed amendment to this document will be prepared accordingly and distributed to all of the signatory agencies.

EFFECTIVE DATE; TERM

This MOU will become effective immediately upon the document being fully executed and will continue in full force and effect indefinitely until either party provides notice to terminate. Either party may at any time and for any reason terminate this MOU upon providing the other party with 60 days' advance written notice.

NOTICES

Any notices or communications either party desires or is required to give the other party shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. 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.

To IPD: Irvine Police Department
 Attention: Mike Hamel, Police Chief
 1 Civic Center Plaza
 Irvine, CA 92606-5207

To TCA: Transportation Corridor Agencies
 Attention: CEO
 125 Pacifica
 Irvine, CA 92618

INTEGRATION; AMENDMENT

This MOU contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change, or modification of this MOU shall be valid unless in writing, stating that it amends, changes, or modifies this MOU, and signed by all the parties hereto.

TRANSPORTATION CORRIDOR AGENCIES

BY: _____
Michael A. Kraman, Chief Executive Officer

Date

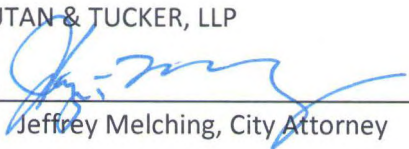
IRVINE POLICE DEPARTMENT

BY: _____
Mike Hamel, Police Chief

Date

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

By  _____
Jeffrey Melching, City Attorney


3.6



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: OCTOBER 10, 2017

TITLE: MEASURE M2 COMPREHENSIVE TRANSPORTATION FUNDING PROGRAM
GRANT APPLICATIONS



Director of Transportation



City Manager

RECOMMENDED ACTION

Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE SUBMITTAL OF GRANT APPLICATIONS TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPREHENSIVE TRANSPORTATION FUNDING PROGRAMS

EXECUTIVE SUMMARY

To support the City Council's interest to improve traffic circulation and assist in managing traffic congestion on major arterial roadways, staff presented eight project recommendations for the Measure M2 Comprehensive Transportation Funding Program (CTFP) to the Transportation Commission on September 5, 2017 (Attachment 1). The recommended M2 eligible projects (Attachment 2) were selected because of their potential to improve mobility within the City through corridor signal synchronization and capacity enhancements. The Transportation Commission advised staff to recommend six projects for City Council approval and to prepare five grant funding applications as the lead agency and support an application to be prepared by the City of Lake Forest for synchronization of the Rockfield Boulevard corridor. Grant applications are being prepared for submission to the Orange County Transportation Authority (OCTA) no later than October 20, 2017.

If the City Council approves the submittal of applications, the CTFP application policies require a City Council resolution authorizing the submittal of the grant applications to OCTA. The proposed resolution (Attachment 3) satisfies this requirement and has been prepared for consideration by the City Council for this purpose.

ANALYSIS

The City has been awarded approximately \$28 million in competitive Measure M2 grant funds over the six years that M2 funding has been available. Revenues are generated by the countywide half-cent transportation sales tax program and OCTA makes these funds available to local agencies through the annual CTFP competitive grant application process for various types of transportation projects. The 2018 CTFP Call for Projects was directed to two areas: Project O and Project P. Project O is the Regional Capacity Program for the Arterial Capacity Enhancements, Intersection Capacity Enhancements, Freeway Arterial/Streets Transitions, and Regional Grade Separation Program categories. Project P is Regional Traffic Signal Synchronization Program (RTSSP). This year's grant funding

provides approximately \$32 million in allocations for arterial and intersection capacity enhancements (Project O) and \$8 million for multi-jurisdictional traffic signal synchronization projects (Project P) to all Orange County cities and the County of Orange (35 agencies in total) on a competitive basis. Staff will continue to evaluate OCTA's Call for Projects to identify additional grant opportunities aimed at improving all modes of surface transportation and environmental cleanup programs.

Grant program guidelines and eligibility criteria favor projects that have regional impact and can be implemented and funded in phases to ensure timely use of grant funds. Staff reviewed and recommended projects based on the CTFP guidelines including impact of improvement measured by cost of project in relation to number of vehicles experiencing improved travel times, availability of matching funds, magnitude of project, and preliminary project cost estimates. Eight projects were presented to the Transportation Commission on September 5, 2017. The Commission recommended six projects, five lead by the City of Irvine and one supporting the City of Lake Forest's Rockfield Boulevard Synchronization project.

Based on the Commission's recommendation, staff is seeking City Council's authorization to submit the five grant applications and to support Lake Forest's grant application based on the recommended grant amount requests shown below:

Project (Expected Score out of 100)	Phase	Proposed Grant Request	Proposed Matching Funds	Probable Source of Matching Funds
Arterial and Intersection Capacity Enhancements				
University Drive Widening (78)	Design	\$180,000	\$60,000	Local Funds
Harvard Avenue / Michelson Drive Intersection (38)	Planning and Design	\$272,102	\$272,102	IBC Transp. Mitigation Fees
Culver Drive / Alton Parkway Intersection (50)	Planning and Design	\$194,047	\$194,047	IBC Transp. Mitigation Fees
Subtotal		\$646,149	\$526,149	
Traffic Signal Synchronization				
Main Street (80)	Implementation and Maintenance	\$4,000,000	\$260,000	Local Funds
Culver Drive / Bonita Canyon Drive (64)	Implementation and Maintenance	\$1,700,000	\$160,000	Local Funds
Rockfield Boulevard (Lake Forest as Lead) (33)	Implementation and Maintenance	\$480,000	\$15,000	Local Funds
Subtotal		\$6,180,000	435,000	
Total		\$6,826,149	\$961,149	

If grant funding is awarded for the projects, City matching funds will be identified in the annual CIP budget preparation. A brief description of each recommended project is included in Attachment 2. If the City Council approves the proposed resolution (Attachment 3), staff will proceed with the development of grant applications for submittal to OCTA prior to the October 20, 2017 deadline.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

On September 5, 2017, the Transportation Commission considered eight projects, including project descriptions, expected scores, and estimated funding request amounts (Attachment 1). The Commission voted unanimously for staff to prepare the six subject project applications for presentation to City Council.

ALTERNATIVES CONSIDERED

The City Council could provide direction to staff to modify the list of projects or could elect not to participate in the CTFP grant program. Staff does not recommend these alternatives because the City could benefit from securing countywide funding for these capacity enhancing and traffic signal synchronization projects.

FINANCIAL IMPACT

Funding for the preparation of grant applications is available in the Transportation Department's operations budget. Any awarded grant funds and identified matching funds will be presented to City Council with the Fiscal Year 2018-2019 CIP budget. City Council approved funding for planning, design, and right-of-way phases for the University Drive Widening – Ridgeline to I-405 project in the Fiscal Year 2017-2018 CIP budget, allocating \$650,000 in SDC–Circulation funds. The award of grant funding for the University Drive Widening project would free up SDC-Circulation fees for the construction phase of the project or for future projects. The other recommended projects, which do not have identified funding at this time, will be considered for future grant opportunities if not awarded.

REPORT PREPARED BY Jaimee Bourgeois, City Traffic Engineer

ATTACHMENTS

1. Transportation Commission Staff Report - September 5, 2017 (without attachments)
2. Project Descriptions and Site Maps
3. Resolution of Intent - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE SUBMITTAL OF GRANT APPLICATIONS TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPREHENSIVE TRANSPORTATION FUNDING PROGRAMS



REQUEST FOR TRANSPORTATION COMMISSION ACTION

MEETING DATE: SEPTEMBER 5, 2017

TITLE: MEASURE M2 COMPREHENSIVE TRANSPORTATION FUNDING
PROGRAMS GRANT APPLICATIONS



Director of Transportation

RECOMMENDED ACTIONS

Authorize staff to prepare grant funding applications for the Comprehensive Transportation Funding Programs for five recommended projects listed in the staff report.

EXECUTIVE SUMMARY

On August 14, 2017, the Orange County Transportation Authority (OCTA) released its guidelines and notification of grant fund availability under the Measure M2 Comprehensive Transportation Funding Programs (CTFP). This report presents key information for eight projects considered by staff. The recommended projects were selected based on competitiveness and the potential to address the City Council's desire to improve traffic flow. Transportation Commission approval of the recommended action authorizes staff to prepare grant applications for City Council consideration at its regularly scheduled meeting on October 10, 2017. Grant applications are due October 20, 2017.

ANALYSIS

The City has received about \$26 million from Measure M2 over the past six years since the inception of the Measure in 2011. Revenues are generated by the countywide half-cent transportation sales tax program and OCTA makes these funds available to local agencies through the annual CTFP competitive grant application process for infrastructure and rehabilitation projects. This year's grant funding provides approximately \$32 million in allocations for arterial and intersection capacity enhancements, and \$8 million for multi-jurisdictional traffic signal synchronization projects to all Orange County cities and the County of Orange (34 agencies in total) on a competitive basis.

Grant program guidelines and eligibility criteria favor projects that can be implemented and funded in phases to ensure timely use of grant funds. Staff has considered the following list of projects:

- University Drive Widening from Ridgeline Drive to I-405
- Harvard Avenue / Michelson Drive Intersection Improvements
- Culver Drive / Alton Parkway Intersection Improvements
- MacArthur Boulevard / Talbert Avenue Traffic Signal Synchronization
- Redhill Avenue Traffic Signal Synchronization

- Main Street Traffic Signal Synchronization
- Culver Drive / Bonita Canyon Drive Traffic Signal Synchronization
- Rockfield Boulevard Traffic Signal Synchronization

A brief description of each project is included in Attachment 1, and site maps are included as Attachment 2. It should be noted that Rockfield Boulevard Traffic Signal Synchronization is a project proposed by City of Lake Forest, for which City of Irvine would provide support and a small local match for improvements within City of Irvine. Attachment 3 provides a summary of the anticipated project application score, proposed grant request, proposed matching funds, and probable source of matching funds for all nine projects.

If applications were submitted for all eight projects, the total grant request is preliminarily estimated to be \$646,149 for capacity enhancements (from the \$32 million that is available to all 34 agencies) and \$9.8 million for the traffic signal synchronization projects (from the \$8 million available to all agencies), as shown on Attachment 3. Because there are insufficient funds to cover all projects, it is recommended that grant applications be submitted for those projects that would be most competitive and provide the most benefit to the City of Irvine. As such, it is recommended that applications are submitted for the following projects:

1. University Drive Widening from Ridgeline Drive to I-405
2. Culver Drive / Alton Parkway Intersection Improvements
3. Main Street Traffic Signal Synchronization
4. Culver Drive / Bonita Canyon Drive Traffic Signal Synchronization
5. Rockfield Boulevard Traffic Signal Synchronization (Lake Forest to lead)

Approval of the recommended action will allow staff to proceed with the development of grant applications, including further refinement of project scopes of work and development of cost estimates. Staff will then bring the completed applications to the City Council on October 10, 2017, for approval to submit the grant applications to OCTA. Grant applications are due on October 20, 2017.

ALTERNATIVES CONSIDERED

The City Council could provide direction to staff to modify the list of projects, or could elect not to participate in the CTFP grant programs. Staff does not recommend these alternatives because, based on preliminary review, the recommended projects appear to be competitive, per the grant program guidelines and the total funding availability, and the City could benefit from securing Countywide funding for these circulation and traffic signal synchronization projects.

FINANCIAL IMPACT

Funding for the preparation of grant applications is available in the Public Works operations budget. Any grant funds awarded and matching funds needed as a result of this effort will be presented for City Council consideration and approval prior to accepting any grant funds awarded to the City.

REPORT PREPARED BY Jaimee Bourgeois, City Traffic Engineer

ATTACHMENTS

1. Project Descriptions
2. Site Location Maps
3. Project Review Summary Table

Arterial and Intersection Capacity Enhancements

University Drive Widening

Design phase to widen eastbound University Drive from two to three lanes, from Ridgeline Drive to I-405. The City Council previously allocated \$650,000 in SDC funds for this project to commence the preliminary engineering/environmental phase.

Harvard Avenue / Michelson Drive Intersection Improvement

Planning and design phases for a second southbound left-turn lane on Harvard Avenue at Michelson Drive. Level of Service would improve from E to D under build-out conditions. This is an identified improvement in both the 2010 and 2015 IBC Vision Plan Traffic Study.

Culver Drive / Alton Parkway Intersection Improvement

Planning and design phases to convert the eastbound Alton Parkway approach from two through-lanes plus a right-turn lane to three through-lanes, including a defacto right-turn lane. Level of Service would improve from E to D under build-out conditions. This is an identified improvement in the 2015 IBC Vision Plan Traffic Study.

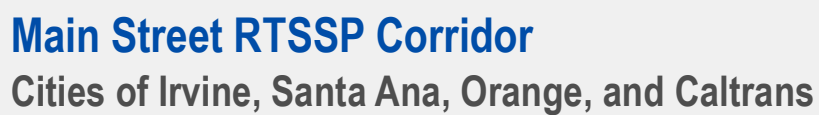
Arterial and Intersection Capacity Enhancements



Traffic Signal Synchronization

Main Street Traffic Signal Synchronization

Implementation and operations/maintenance phases of upgraded traffic signal synchronization on Main Street from Taft Avenue to Culver Drive. This is a joint project with Caltrans, City of Orange, and City of Santa Ana, and would include 67 total signalized intersections, 18 of which are located within City of Irvine. Additional project improvements within Irvine would include 17 new CCTV cameras, 16 controller upgrades, and 3 new video detection systems. Given the size and complexity of this project, staff has already requested that OCTA manage the project if an application is submitted and grant funding awarded.




Traffic Signal Synchronization

Culver Drive/Bonita Canyon Drive Traffic Signal Synchronization


Implementation and operations/maintenance phases of upgraded traffic signal synchronization on Culver Drive/Bonita Canyon Drive from Portola Parkway to Jamboree Road. This is a joint project with Caltrans and the City of Newport Beach that would include 39 total signalized intersections, 27 of which are located within City of Irvine (with an additional 6 Caltrans intersections within Irvine). Additional project improvements within Irvine would include 6 new CCTV cameras and a new traffic central system.

LEGEND

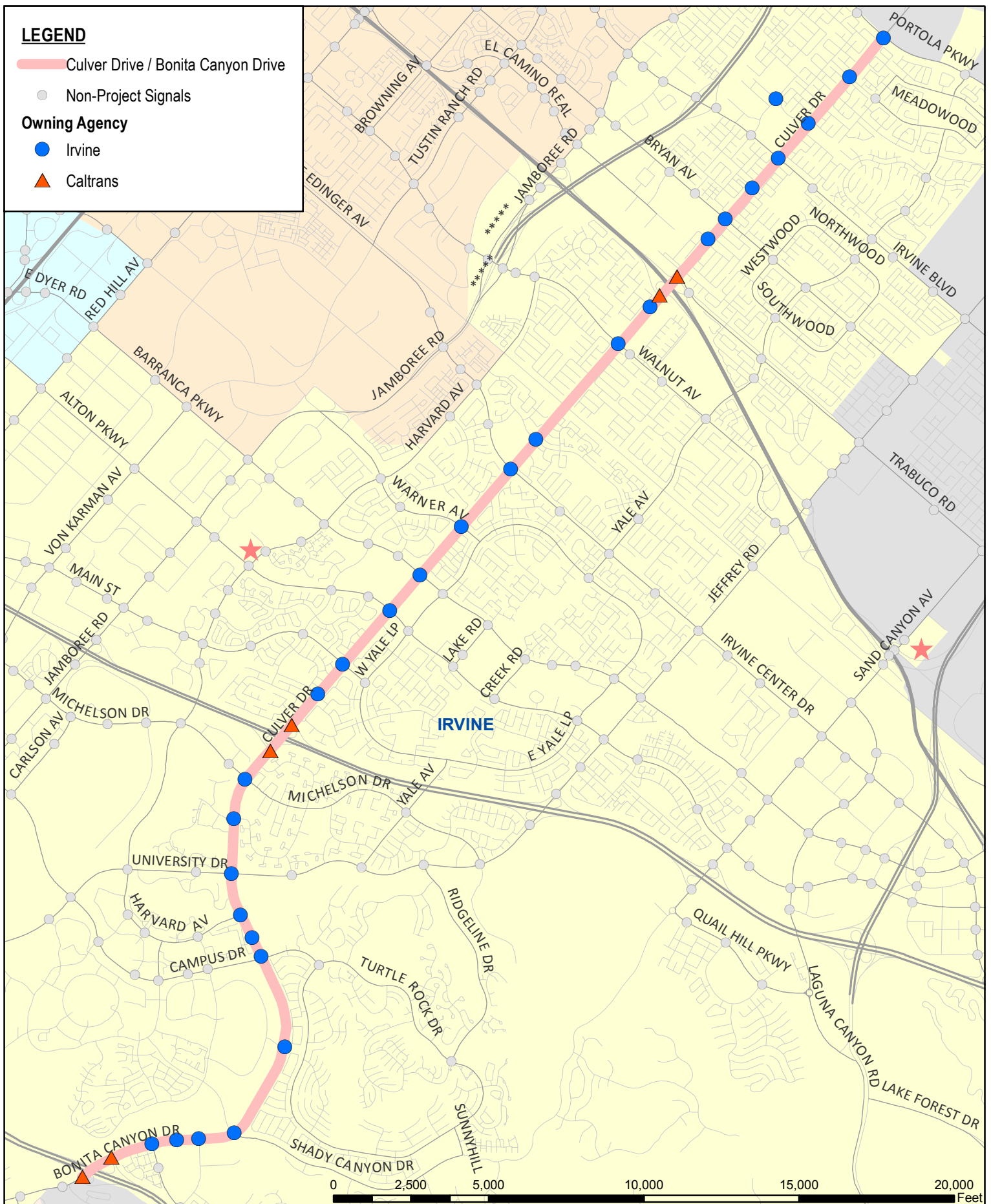
 Culver Drive / Bonita Canyon Drive

 Non-Project Signals

Owning Agency

 Irvine

 Caltrans



Culver Drive / Bonita Canyon Drive RTSSP Corridor

City of Irvine and Caltrans

Traffic Signal Synchronization

Rockfield Boulevard Traffic Signal Synchronization

Implementation and operations/maintenance phases of upgraded traffic signal synchronization on Rockfield Boulevard from Bake Parkway to Los Alisos Boulevard. The City of Lake Forest would take the lead on submission of the project application, as well as project management. The project would include 11 total signalized intersections, 3 of which are located within City of Irvine. Additional project improvements within Irvine would include one new CCTV camera and one controller upgrade.



Rockfield Boulevard RTSSP Corridor

Cities of Lake Forest and Irvine

CITY COUNCIL RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE SUBMITTAL OF GRANT APPLICATIONS TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPREHENSIVE TRANSPORTATION FUNDING PROGRAMS

THE CITY COUNCIL OF THE CITY OF IRVINE HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS THAT:

WHEREAS, the City of Irvine desires to implement the transportation improvements listed below; and

WHEREAS, the City of Irvine has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive M2 "Fair Share" funds; and

WHEREAS, the City of Irvine's Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways; and

WHEREAS, the City of Irvine will provide matching funds for each project as required by the Orange County Comprehensive Transportation Funding Programs Guidelines; and

WHEREAS, the Orange County Transportation Authority intends to allocate funds for transportation improvement projects within the incorporated cities and the County of Orange; and

WHEREAS, the City of Irvine will not use Measure M2 funds to supplant Developer Fees or other commitments; and

WHEREAS, the City of Irvine will include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Measure M2 Ordinance eligibility requirement; and

WHEREAS, the City of Irvine will process a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors; and

WHEREAS, the City of Irvine has adopted a Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local agencies' efforts to synchronizing traffic signals across local agencies' boundaries; and

WHEREAS, the City of Irvine supports the City of Lake Forest in the submittal of the Rockfield Boulevard Signal Synchronization project; and

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

SECTION 1. The Director of Transportation is hereby authorized to submit or support applications to the Orange County Transportation Authority to allocate funds in the amounts specified in the City's applications from the Comprehensive Transportation Funding Programs. Said funds shall be matched by funds from the City of Irvine as required and shall be used as supplemental funding to aid the City of Irvine in the implementation of the following improvement projects:

- University Drive Widening From Ridgeline Drive to Interstate-405
- Culver Drive at Alton Parkway Intersection Improvements
- Harvard Avenue at Michelson Drive Intersection Improvements
- Culver Drive / Bonita Canyon Drive Traffic Signal Synchronization Project
- Main Street Traffic Signal Synchronization Project
- Rockfield Boulevard Signal Synchronization Project

SECTION 2. The City Council of the City of Irvine delegates signature authority to the Director of Transportation or his designee to facilitate the delivery of the projects.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 10th day of October 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 October 10, 2017.

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

CITY CLERK OF THE CITY OF IRVINE

3.7



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: OCTOBER 10, 2017

TITLE: TERMINATION OF CONCORDIA UNIVERSITY JOINT USE AGREEMENT



Director of Community Services



City Manager



Acting Director of Community Development

RECOMMENDED ACTION

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

EXECUTIVE SUMMARY

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

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

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

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not Applicable.

ANALYSIS

Background

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

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

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

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

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

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

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

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

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

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

ALTERNATIVES CONSIDERED

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

FINANCIAL IMPACT

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

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

ATTACHMENTS:

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



MINUTES

CITY COUNCIL REGULAR MEETING

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

CALL TO ORDER

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

ROLL CALL

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

1. CLOSED SESSION

City Attorney Melching announced the following Closed Session items:

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

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

RECESS

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

RECONVENE TO THE CITY COUNCIL MEETING

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

PLEDGE OF ALLEGIANCE

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

INVOCATION

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

2. PRESENTATIONS

2.1 Irvine 2/11 Marine Adoption Committee Annual Report

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

CITY MANAGER'S REPORT

There was no report.

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

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

Mayor Wagner made the following announcements:

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

ADDITIONS AND DELETIONS

There were no additions or deletions to the agenda.

3. **CONSENT CALENDAR**

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

3.1 **MINUTES**

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

ACTION:

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

Councilmember Lalloway abstained.

3.2 **PROCLAMATIONS**

ACTION:

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

3.3 **WARRANT AND WIRE TRANSFER RESOLUTION**

ACTION:

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

3.4 **MEASURE M2 WATER QUALITY GRANT PROGRAM APPLICATION**

ACTION:

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

3.5 ANNUAL MEASURE M2 ELIGIBILITY SUBMITTAL

ACTION:

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

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

ACTION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS

ACTION:

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

4. COUNCIL BUSINESS

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

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

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

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

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

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

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

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

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

RECESS

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

RECONVENE TO THE CITY COUNCIL MEETING

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

4.2 PARKS MASTER PLAN

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

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

Steve Larson
Blake Woodward
Paul Blaze

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Todd Spitzer, Orange County Supervisor, spoke in support.

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

ACTION: Moved by Councilmember Fox to:

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

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

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

The motion carried as follows:

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

NOES: 1 COUNCILMEMBERS: Fox

ABSENT: 0 COUNCILMEMBERS: None

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

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

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

Reconsider the action taken with respect to the item.

There was no City Council discussion.

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

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

PUBLIC COMMENT

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

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

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

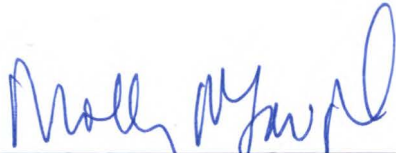
Michael Klubniken spoke in support of his friend, Ilya Tseglin, reiterating a domestic issue related his autistic son.

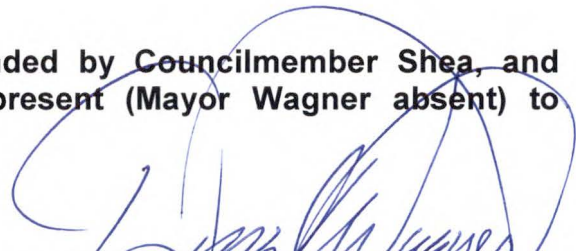
The following individuals spoke in support of affordable housing for college students:

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

ADJOURNMENT

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



CITY CLERK OF THE CITY OF IRVINE

MAYOR OF THE CITY OF IRVINE

May 23, 2017

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

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

W I T N E S S E T H

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

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

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

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

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

Whereas, the aforementioned condition provides that College may establish a permanent community benefit fund in lieu of making its Facilities available for use by City.

Now, therefore, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 City Use of College Facilities. In accordance with the terms and conditions set forth below, and as a condition of the City's approval of General Plan Amendment 4237-GA and Zone Change 5232-ZC, College shall make available for use by City those facilities and parking areas illustrated and described on Exhibit "A" hereto ("Facilities") and by this reference incorporated herein.

1.1(a) Semiannually, on or before February 1 and August 1 of each year, City shall submit to College for approval a proposed schedule for use of Facilities by City for the periods of March 1 through August 31 and September 1 through February 28, respectively. College shall either approve or object to City's proposed schedule within fifteen (15) days of its receipt thereof. If College does not approve or object to the proposed schedule within fifteen (15) days of its receipt thereof, the proposed schedule shall be deemed approved, unless otherwise agreed in writing by the parties.

1.1(b) College may only object to City's proposed schedule of events on the grounds an event, or events, conflict with previously scheduled College events; that it results in the City using the Facilities more than the maximum time allotted for City use thereof as set forth in Exhibit "B" hereto; and/or that it results in uses of the Facilities not

authorized by the terms of this Agreement. In the event City and College are unable to resolve scheduling conflicts, scheduled College events and activities shall take precedence over events and activities proposed by City; provided, however, City shall not be prevented from using the Facilities for the time periods allocated to it, as reflected in Exhibit "B", as a result of scheduling conflicts. If requested to do so by City, College shall produce written evidence of previously scheduled events within two (2) working days. Failure by College to provide such evidence shall preclude College from objecting to an event or events contained in the proposed schedule provided by City.

1.1.(c) In the event College objects to any City event or events in the proposed schedule of events, City shall be entitled to submit a supplemental schedule of events within thirty (30) days of its receipt of College's objections. The same provisions for objection and approval applicable to the initial proposed schedule of events shall apply to any supplemental submissions by City. Nothing contained herein shall prevent College and City from mutually agreeing to the scheduling of events on a more frequent basis, or from agreeing to schedule special events using time parameters other than those provided for herein.

1.1.(d) The Facilities shall be used by City solely for athletic activities and for no other purpose. By way of example only, the baseball field shall be used solely for baseball activities, to the exclusion of all other activities, including softball. The softball field shall be used solely for softball activities, to the exclusion of all other activities, including baseball; and the gymnasium shall be used solely for indoor athletic activities such as basketball and volleyball. The Facilities shall not be used for speakers, demonstrations, or any other non-athletic activities.

1.2 Policies, Rules and Regulations Governing Use of Facilities. Within sixty (60) days after the Effective Date, College shall promulgate and publish a manual of reasonable policies, rules and regulations (hereinafter the "Operations Manual") governing use of Facilities, including but not limited to, requirements for necessary and proper supervision of events and activities, equipment use, capacity of Facilities, emergency medical procedures and reporting requirements and designation of restricted areas. College and City shall jointly adopt and amend said Operations Manual based upon experience with this Agreement, or in order to comply with any law, statute, ordinance, or regulation enacted or promulgated by a governmental authority or any notice, directive, order, regulation or policy of an intercollegiate organization. City shall be responsible for enforcing compliance with all such policies, rules and regulations at all times during City scheduled events and activities. The Operations Manual, as well as amendments which from time to time may occur to said Operations Manual, shall not become effective until approved in writing by both College and City.

1.3. Preemption of City Events. Once City's proposed schedule for events and activities is either approved or deemed approved by College, as provided in Section 1.1 hereof, the activities and events on said approved schedule (hereinafter the "City Events") may only be preempted by College events in accordance with this Section. College may only preempt City Events with College events, in order to comply with a notice, directive, order, regulation or policy of an intercollegiate organization. In the event a City Event is preempted by a College event as provided hereinabove, College shall reimburse City for costs or expenses City incurs as a result of rescheduling or canceling its event: and shall be responsible for any resulting losses, damages, or liability for a comparable facility. City shall take all reasonable steps to mitigate costs, expenses, losses, damages, or liability

incurred as a result of rescheduling. Reimbursement to City pursuant to this section shall occur by way of a credit against amounts City would otherwise be obligated to pay College pursuant to Section 2.1 of this Agreement.

1.4. Suspension of Use of Facilities. College may, when reasonably necessary, limit or suspend use of Facilities by City in the event the Facilities, or any portion of them, become unsafe or unusable due to inclement weather or other acts of God, or to facilitate extraordinary maintenance requirements provided College complies with the notice provision of Section 1.5 if applicable. In the event it becomes necessary to limit the use of the Facilities as provided for herein, any time during which the Facilities are actually available for use shall be proportionately allocated so that City may achieve the maximum percentage of available use allocated to it as reflected in Exhibit "B."

1.5 Remodeling, Repair, Rehabilitation, Maintenance and Relocation of Facilities.

1.5(a) College may remodel, repair, rehabilitate, rearrange, relocate, or conduct maintenance upon any of the Facilities depicted on Exhibit "A" hereto. College shall schedule all remodelling, repairing, rehabilitation, rearrangement, relocation, or maintenance of the Facilities (hereinafter "Repair Activity") in a manner allowing it to provide notice of the same to City prior to January 1, if said Repair Activity will occur from the period of March 1 through August 31, or prior to July 1 in the event the Repair Activity will occur during the period of September 1 through February 28.

1.5(b). In the event Repair Activity becomes necessary, in order to protect the health and safety of persons using facilities, and said necessity precludes providing the above-referenced notice, should the Repair Activity conflict with one or more City

Event(s), College may proceed with Repair Activity on an emergency basis, but shall first provide City with written notice as far in advance thereof as possible. College shall endeavor to provide notice not less than thirty (30) days prior to commencement of Repair Activity conducted on an emergency basis. During any Repair Activity, College shall endeavor to keep disruption and interference with City Events to a minimum. Moreover, in the event use of the Facilities becomes limited during any period in which Repair Activity is occurring, any time during which the Facilities are actually available for use shall be proportionately allocated so that the City may achieve the maximum percentage of available use allocated to it as reflected in Exhibit "B."

1.6 Sales of Food and Beverages at City Events. College shall have the sole and exclusive right, but not the obligation, to sell, or cause to be sold, food and beverages at City Events. College may assign its right to sell food and beverages at City Events to the City. In the event College chooses not to sell or cause to be sold food and beverages at City events, College shall notify City in writing at the time of semi-annual facilities request application and College shall assign its right to do so to City. When City is authorized by College to sell food and beverages at City Events, City shall supervise, or cause to be supervised, all sales of food and beverages at City Events in accordance with the Operations Manual. Sale or consumption of alcoholic beverages at the Facilities during City Events are hereby prohibited.

1.7 Supervision of City Events. In accordance with the Operations Manual City shall supervise, or cause to be supervised, all City Events with personnel qualified for that purpose, including but not limited to, personnel necessary to maintain security of Facilities, related parking areas and any other portion of College's campus being used in connection

with City Event. The minimum level of supervision provided by City hereunder shall be equal to the level of supervision provided by City for similar events conducted on property owned or maintained by City. Nothing contained herein shall be construed as relieving College from any obligation it may have to provide security on its campus notwithstanding the occurrence of a City Event. However, this section shall not be construed so as to impose an obligation on College to supervise City Events.

2.0 Preparation and Maintenance, of Grounds, and Equipment. College shall prepare Facilities, grounds and equipment, and perform janitorial services therefor, in a manner and condition that College, in its sole and absolute discretion, deems appropriate. College shall be responsible and liable for any claims for damages to persons or property resulting from the condition of the Facilities, unless altered by City, and shall be obligated to indemnify and hold harmless the City for such claims consistent with Section 6.0(b) hereof. Preparation of Facilities for City Events may include, but not be limited to, unlocking and securing Facilities, marking fields, installing bases, nets, and other items of equipment necessary to conduct City Events. City shall submit to College plans for marking of Facilities and installation of equipment thereon no later than ten (10) work days prior to each City Event for which such markings and equipment installation are necessary. City shall reimburse College for such Facilities, grounds, and equipment preparation, maintenance, and janitorial services actually supplied by College in accordance with the terms and conditions set forth below. College may assign responsibility for preparation of Facilities to City, provided City desires and accepts such an assignment as reflected by a written instrument.

2.1 Payment for Grounds and Equipment Preparation, Maintenance, and Janitorial Services. College shall submit monthly invoices to City for the proportion of actual costs incurred by College for electrical, gas, water and refuse disposal services attributable to use of Facilities by City; as well as for the actual costs incurred by College as reflected in Exhibit C, attributable to the preparation of Facilities, grounds and equipment for City Events, as well as for providing maintenance, janitorial, electrical, gas, water and refuse disposal services for City Events. City shall submit payment to College for such invoices on or before the forty-fifth (45th) day following its receipt of the same. College shall make available for inspection by City all financial data used to calculate and prepare the invoices. In the event it is determined after good faith discussion between representatives of City and College that any invoice provided City pursuant to this Section is for an amount greater than the proportion of actual costs incurred by College attributable to use of the Facilities by City hereunder, City shall be credited the difference on future invoices provided pursuant to this Section.

2.2 Repair of Damage Caused by City. Whenever necessary to protect the health and/or safety of users of Facilities or any other portion of the College campus, College may undertake or cause to be undertaken, at City's expense, emergency repair of any damage to Facilities or any other portion of the College campus caused by, a City Event. College shall provide City 24-hour written notice prior to undertaking or causing the undertaking of emergency repairs of Facilities pursuant to this Section, which notice shall describe the repairs to be made. During said 24 hours period City may, at its own expense, undertake or cause to be undertaken the emergency repairs. In the event, the nature of a particular emergency situation is such that providing the aforesaid 24-hour

notice would not be reasonable, said 24-hour notice provision shall not be applicable. College may undertake, or cause to be undertaken, repair of all other damage to Facilities or any other portion of the College campus caused by a City Event. College shall provide City with ten (10) days written notice prior to undertaking or causing the undertaking of, any such repairs not required to preserve the health and/or safety of users of Facilities, or any portion of them. During said ten (10) day period City may, at City's expense, undertake or cause to be undertaken the repair of such damaged Facilities or College campus; provided, however, that College shall first approve the undertaking of such repairs by City. In the event College undertakes, or causes to be undertaken, repair of Facilities and/or the College campus in accordance with this Section, City shall reimburse College for the cost of such repairs within forty-five (45) days of submission of invoices therefor. In applying this Section, City shall only be financially responsible for damages caused to Facilities or College campus, which result from misuse or negligent use during City Events. College shall have the sole financial responsibility for routine maintenance repairs.

3.0 Alteration of Facilities. City shall not structurally alter, remodel, rearrange or otherwise change, or permit the structural alteration, rearrangement or changing of Facilities without the prior written approval of College. Subject to prior approval by College, City may install, or cause to be installed, temporary or permanent signs, equipment storage facilities, telephones and other appropriate facilities to support City Events on College's campus. College shall maintain such City installed Facilities at City's expense and shall include the actual costs it incurs for maintenance therefor in the invoices submitted to City in accordance with Section 2.1 hereof. Upon receiving City's written consent, and at City's sole expense, College may remove or relocate, or cause to be

removed or relocated City installed facilities or any part or portion of them if such removal and/or relocation is necessary to accommodate College functions. City shall not unreasonably withhold its consent. Removal and/or relocation of City-installed facilities shall be in accordance with the then current Master Plan for College's campus as set forth in the Conditional Use Permit for College approved by City.

4.0. General Liability Insurance. From and after the Effective Date, City shall at all times during the pendency of this Agreement maintain in force a policy of general liability insurance naming College and its officers, directors, and staff, as additionally insureds in a minimum face amount of ten million dollars (\$10,000,000.00) for all annual occurrences, and two million dollars (\$2,000,000.00) per occurrence in a form and content acceptable to College, covering personal injury and damage to property, including Facilities and all other assets, buildings, grounds, fixtures, and improvements, whether permanent or temporary, located on or within College's campus, and personal injury and property damages sustain by third parties, all arising out of any City Event or other use of Facilities by City. The face amount of general liability insurance coverage may be adjusted each year, but shall not be decreased, in accordance with the annual change in the Consumer Price Index (Los Angeles/Anaheim/Riverside - All Items) ("CPI"), using the then most recent one-year CPI figures available preceding the policy expiration date. The City may satisfy the requirements of this Section by and through statutorily authorized self insurance.

From and after the Effective Date, College shall at all times during the pendency of this Agreement maintain in force a policy of general liability insurance naming City, and its officers, officials, and agents, as additionally insureds in a minimum face amount of ten million dollars (\$10,000,000.00) for all annual occurrences, and Two Million Dollars

(\$2,000,000.00) per occurrence in a form and content acceptable to City, covering personal injury and damage to property, and personal injury and property damages sustained by third parties, arising out of any City Event or other use of the Facilities or College's campus by the City. The face amount of the general liability insurance coverage may be adjusted each year, but shall not be decreased, in accordance with the annual change in the Consumer Price Index (Los Angeles/Anaheim/Riverside-all items), ("CPI"), using the then most recent one (1) year CPI figures available preceding the policy expiration date.

5.0. Worker's Compensation Insurance. City and College each acknowledge their statutory obligations with respect to Workers' Compensation Insurance as required by the California Labor Code, and agree to at all times comply with such statutory obligations. Before execution of this Agreement by City, College shall file with the City and the City shall file with the College a certificate of insurance reflecting statutory Worker's Compensation limits, as well as a signed certification in a form substantially conforming with the following:

I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this contract, complete Workers' Compensation Insurance.

It is expressly agreed and acknowledged that College's employees, agents, volunteers or independent contractors performing services required by this Agreement (i.e., preparation or maintenance of the Facilities, or janitorial, security or other services attributable to a City Event) shall not be considered employees or agents of City and further that College shall be responsible to ensure that the individuals are covered by

Workers Compensation Insurance. The City, its officers, officials, employees, and agents will not be responsible for any claims in law or equity occasioned by failure of College to comply with this section, and College agrees to indemnify and hold City, its officers, officials, agents, and employees and volunteers harmless from any such claims.

It is expressly agreed and acknowledged that City's employees, agents, volunteers or independent contractors performing services required by this Agreement (i.e., preparation or maintenance of the Facilities, or janitorial, security or other services attributable to a City Event) shall not be considered employees or agents of College and further that City shall be responsible to ensure that the individuals are covered by Workers Compensation Insurance. The College, its officers, officials, employees, and agents will not be responsible for any claims in law or equity occasioned by failure of City to comply with this section, and City agrees to indemnify and hold College, its officers, officials, agents, and employees and volunteers harmless from any such claims.

6.0(a). Indemnification. City agrees to indemnify College, its officers, officials, agents, employees, and volunteers, against and will hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with City's negligent or willful actions or omissions occurring in the use of either the Facilities, or College's campus, for any event or activity pursuant to the terms of this Agreement.

6.0(b). College agrees to indemnify City, its officers, officials, agents, employees, and volunteers, against, and will hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities

that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with College's negligent or willful actions or omissions occurring in the use of either the Facilities, or College's campus, for any event or activity pursuant to the terms of this Agreement.

7.0. Term. Except as otherwise provided below, this Agreement shall constitute a covenant running with the land hereinabove described and shall remain in effect in perpetuity from the date this Agreement is recorded. On the fifth anniversary date of this Agreement and each anniversary thereafter, College may pay to City two million dollars (\$2,000,000) for establishment of a Community Benefit Fund. In the event College elects to tender the Community Benefit Fund Payment pursuant to this Section 7.0, this Agreement shall terminate and the parties shall execute and record all documents necessary to reflect such termination. College shall thereafter have no obligation to make the Facilities available for use by City.

8.0 Remedies for Breach. Either party to this Agreement shall be entitled to all available remedies at law or in equity for breach of this Agreement. Additionally, in the event of a material breach of this Agreement by College, or any successor to College's interest, such as a refusal to allow City to use the Facilities as provided for herein, City may seek a judicial declaration that this Agreement may be terminated and College, or any successor to College's interest, shall be required to tender the Community Benefit Fund Payment to City pursuant to Section 7.0 hereof, as if College elected to tender the Community Benefit Fund Payment pursuant to Section 7.0.

9.0 Impact of Operational Changes by College. Any operational changes by College shall have no impact on the terms of this Agreement or the availability of the

Facilities for City pursuant hereto, nor shall they be applicable to City's use of the Facilities hereunder. For purposes of this Section operational changes shall refer to such items as a decision to charge for admission to events, or the campus, or to charge for parking at the Facilities. College shall take no action which in any way impedes, restricts, or otherwise interferes with access to the Facilities by the City for or related to, approved City events or responsibilities or duties described in this Agreement.

10.0 Severability. Invalidation of any provision of this Agreement by a court of competent jurisdiction shall not affect any of the other provisions, which shall remain in full force and effect.

11.0 Estoppel Certificates. From time to time, upon College's written request, City shall execute an estoppel certificate or certificates in a form prepared by or on behalf of College or any existing or prospective mortgage lender having or proposing to obtain a security interest in College's campus, with such certificate(s) stating whether College is in default hereunder (and, if so, the nature and extent of such default) and such other matters relating to the status of this Agreement as to which College (or its lender) may then inquire.

12.0 Section Headings. The various section heading in this Agreement are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any provision thereof. All uses of the word "Section" in this Agreement are references to sections of this Agreement.

13.0 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

14.0. Notices. All notices, demands, approvals, consents, or other communications required or desired to be given under this Agreement shall be in writing and shall be mailed, delivered, or transmitted to the party involved at the address indicated below:

If to City: City of Irvine
One Civic Center Plaza
P.O. Box 19575
Irvine, CA 92713-9575
Attn: Director of Community Services

If to College: Christ College Irvine
1530 Concordia
Irvine, CA 92715
Attn: Vice President of College Services

Each such notice, demand, approval, consent, or other communication shall be deemed effective and given (i) upon receipt, if personally delivered, (ii) upon being transmitted, or sent by telegram, telex or telecopy, (iii) two (2) business days after deposit in the United States mail in Orange County, certified and postage paid, properly addressed to the party to be served, or (iv) upon receipt if sent in any other way. Any party hereto may from time to time, by written notice to the other, designate a different address than that set forth above for the purposes of notice.

15.0. Collection Costs and Attorneys' Fees: In the event of any legal action for enforcement of any of the terms or conditions of this Agreement, the prevailing party in

such action shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable collection costs, attorney's fees, and costs. Attorneys' fees shall include all other reasonable costs for investigating such action, including the taking of depositions and discovery, and all other necessary costs incurred in the litigation.


16.0 Integration. This Agreement represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations, or promises, whether written or oral. This Agreement may only be amended by a written instrument properly executed by both parties.

17.0 Additional Documents Both parties agree to execute and deliver all documents necessary to effectuate the purposes, terms, and conditions of this Agreement.

18.0 Corporate Warranty The undersigned Representative of College hereby represents and warrants that he has been duly authorized to execute and enter this Agreement. Prior to recordation of this Agreement, College shall provide City with a duly authorized corporate resolution reflecting such authorization.

IN WITNESS THEREOF, this Agreement is executed by the parties to be effective as of the Effective Date.

CITY OF IRVINE, a municipal corporation

By: 
Mayor

Date: March 11, 1993

ATTEST

By: Christine M. Hauck 3/15/93
City Clerk

APPROVED AS TO FORM

By:

[Signature]
City Attorney

The Lutheran Church-Missouri Synod, a Missouri non-profit corporation, by Christ College Irvine, an agency of the Lutheran Church-Missouri Synod.

By:

D. Ray Halm
D. Ray Halm, President
Christ College Irvine

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

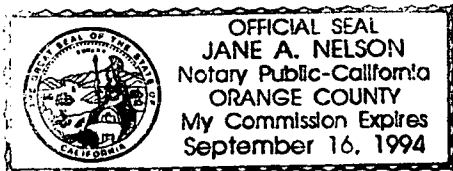
State of CA

County of Orange

On 3-16-93 before me, Jane A. Nelson - Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared D. Ray Halm
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Jane A. Nelson
SIGNATURE OF NOTARY

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

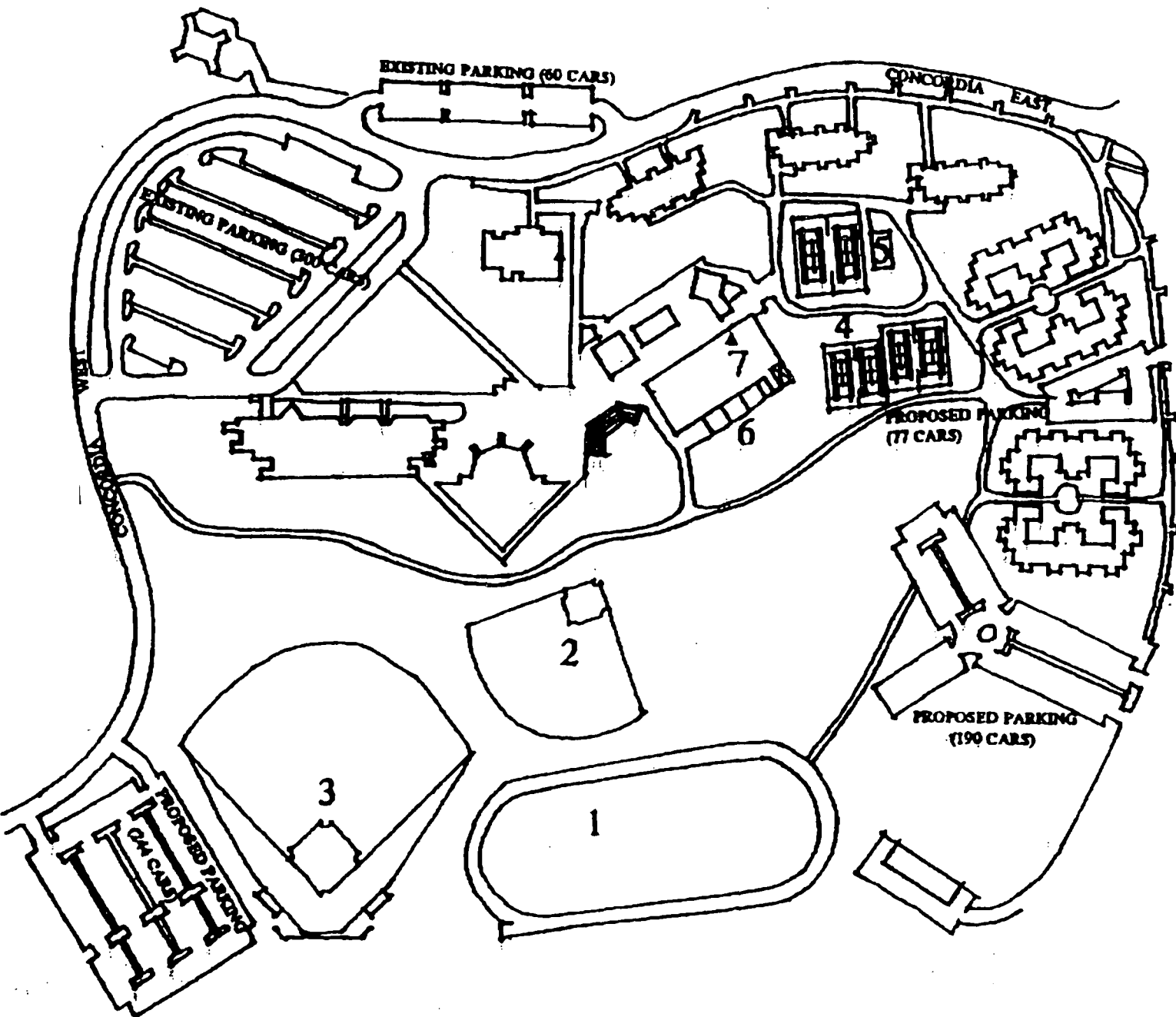
TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

NOTE: PARKING PROVIDED ON SITE FOR USES SHOWN.



LEGEND

NOTE: THE FOLLOWING SPECIFIC COLLEGE FACILITIES REPRESENT FACILITIES ADDRESSED AND INCLUDED IN THE JOINT USE AGREEMENT.

- 1 TRACK/SOCCER FIELD
- 2 SOFTBALL FIELD
- 3 BASEBALL FIELD
- 4 TENNIS COURTS (6)
- 5 VOLLEYBALL
- 6 RACQUETBALL
- 7 GYMNASIUM *

A RESTROOM

* Includes Aerobics room



CHRIST COLLEGE IRVINE FACILITY AVAILABILITY AND PERCENTAGE USE SCHEDULE

Exhibit B has been developed to identify the specific availability of joint use facilities, as well as the overall total percentage of use Christ College Irvine has agreed to guarantee the City of Irvine. It is also based on the total use of the facilities. Actual use without fee shall not exceed the percentages of use listed, unless the College agrees, in writing.

- The column, "Facility," identifies actual campus facility and includes parking as stipulated in Exhibit A.
- The column, "Date/Time," specifies the times of day and/or year the College shall present the facilities to the City for joint use. Within these times, the City shall schedule the facilities as presented in Section 1.0, "City Use of College Facilities", of this Agreement and other times as may occur in writing by both parties.
- The column, "Percentage of Use," identifies the total percentage of use based on total use of these facilities.

EXHIBIT B

**CHRIST COLLEGE IRVINE FACILITIES DESCRIPTION
AND PERCENTAGE OF USE AVAILABILITY**

<u>Facility</u>	<u>Dates/Time</u>	<u>% of Time Available to City of Irvine</u>
Gymnasium w/ locker/ shower facilities and aerobics room	Monday and Wednesday evenings 7-10:30pm. 7am-4pm, Saturdays, all year. 7am-6pm, Sundays, all year.	100%
Tennis Courts	Monday through Sunday 9am until dusk, all year.	10%
Baseball Diamond	Monday through Sunday May 16 through Labor Day Dawn until dusk. All Sundays of the year Dawn until dusk.	15%
Softball Diamond	Monday through Sunday May 16 through Thanksgiving Day and All Sundays of the year Dawn until dusk.	25%
Soccer Field	Monday through Sunday June 1 through August 15 Dawn until dusk. All Sundays of the year. All Saturdays, December 1 through May 31 Dawn until dusk.	30%
Volleyball (outdoor sand court)	Monday through Sunday 9am until dusk, all year.	1%
Racquetball (outdoor)	Monday through Sunday 9am until dusk, all year.	1%

**CHRIST COLLEGE IRVINE FACILITIES, GROUND AND EQUIPMENT PREPARATION,
MAINTENANCE, JANITORIAL SERVICES OUT-OF-POCKET COST SCHEDULE--JOINT
USE AGREEMENT**

Basis of Reimbursable Out-of-Pocket Expenses:

Costs listed are based on requirements of management, labor involved in set-up and take-down of equipment, preparation of field, custodial services required, direct utility costs, and College cost of materials. Rates apply from time of unlocking or availability of facility through completion of lock-up.

Specific Cost Factors:

Labor

The hourly rate of current personnel was used to determine the basis. Hourly pay plus pro-rated costs of benefits was utilized. Calculated to be \$14.50/hour based on current contract.

Materials

Actual current cost of materials based on current usage for the particular facility/activity.

A. Electrical

Wattage X quantity of units X 0.001 kw/watt X cost of electricity/kwh=hourly rate.

B. Gas

Estimated. Becomes a factor only in use of shower rooms. Actual cost there would be dependent upon the number of individuals involved and hence quite variable.

C. Water/Sewer

Was not included.

D. All other materials

At actual costs.

Special custodial, security, maintenance needs not listed below will cost \$14.50/hour for such services plus cost of materials, if any, provided or utilized.

Users are expected to pick up all trash resulting from their group's activities. No reimbursement will be due for trash placed in waste receptacles normally available in or on the facility used. If volume of trash generated requires more than the normal number of receptacles a reimbursement of \$10.00 for each 3 yard bin required will be due. An hourly rate of \$14.50 for each hour will also be due, if College labor is required to pick up and/or dispose of trash.

EXHIBIT C

Lining of athletic fields and installation of equipment shall be done under the direct supervision of CCI personnel.

Costs may be adjusted annually in accordance with the annual change in the Consumer Price Index (Los Angeles/Anaheim/Riverside-all items), ("CPI") , using the then most recent one (1) year CPI figures available.

NOTE:

This cost schedule does not include nor require any reimbursement to the College for the capital cost or replacement of any facility or the cost of repair of any facility made necessary by the wear and tear from normal use.

In addition it does not include nor require any reimbursement to the College for administrative and overhead costs associated with the use of the facilities for city sponsored events.

This cost schedule is limited to those direct out-of-pocket additional operating expenses which are due solely to the actual city sponsored events which take place in or on College owned facilities.

Normal Rental Rates for the 1992/93 Academic Year that apply to outside users are listed for comparison.

Facility	Out of Pocket Expenses to be Reimbursed to the College	
	Flat Cost	Per Hour Cost
Indoor Facilities/Buildings		
<i>Gymnasium and Aerobics Room¹</i>		Mgr. \$14.50
Use of floor, bleachers, restrooms for an event		Util \$1.50
Volleyball set-up per court	\$10.00	N/C
Use of Locker Rooms	\$10.00	N/C
Protective cover on Gym floor	\$116.00	N/C
Outdoor Facilities		
<i>Tennis Courts (6)</i>		
Use as is	N/C	N/C
Power blown (per 2 courts)	\$7.00	N/C
Washed	\$14.00	N/C
<i>Racquet Ball Courts (3)</i>		
Use as is	N/C	N/C
<i>Sand Volley Ball Court</i>		
Use as is	N/C	N/C
<i>Track</i>		
Use as is	N/C	N/C
Prepare for meet (spike, drag and line)	\$65.00	N/C
<i>Soccer Field</i>		
Use as is	N/C	N/C
Prepare for game (lining)	\$43.00	N/C
<i>Softball Field</i>		
Use as is	N/C	N/C
Full game preparation (raking, wetting and lining)	\$30.00	N/C
Drag/Line/Bases	\$23.50	N/C
Drag/Line/Including Home Plate	\$21.50	N/C
Line Only	\$17.50	N/C
Drag Only	\$14.50	N/C
<i>Baseball Field</i>		
Use as is	N/C	N/C
Full game preparation (raking, wetting and lining)	\$50.00	N/C
Drag/Line/Bases	\$43.00	N/C
Drag/Line/Including Home Plate	\$35.00	N/C
Line Only	\$17.50	N/C
Drag Only	\$14.50	N/C

¹ Example:

A three hour volleyball tournament using all three courts and the locker rooms would require a total reimbursement of \$58.00 (\$16.00 x 3 plus \$10.00 = \$58.00).

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

PURPOSE

The primary purpose of this Operations Manual is to provide rules, regulations and policies pertaining to the use and operation of specific Christ College Irvine recreational facilities, as shown in Exhibit A of the Joint Use Agreement. This Operations Manual will be included in, and be a part of, the Joint Use Agreement between the City of Irvine (hereafter referred to as "the City") and Christ College Irvine (hereafter referred to as "the College"). Nothing in the Operations Manual is intended to or shall be construed as replacing or changing the language or intent of the Joint Use Agreement as approved by both parties on _____, 1993. The terms of the Agreement shall control in the event of any inconsistency or ambiguity between the terms of the Agreement and this Operations Manual.

DEFINITIONS

1. City - The City of Irvine, a municipal corporation.
2. College - Christ College Irvine, agency of the Lutheran Church - Missouri Synod, a Missouri non-profit corporation.
3. Facilities - College facilities and parking areas illustrated and described on Exhibit 'A' of the Joint Use Agreement between the City and the College.
4. Event Supervisor - Person or personnel designated to oversee and maintain security of facilities, related parking areas and any other portion of College's campus pursuant to the terms of the Agreement.
5. The Agreement - The Joint Use Agreement entered into between Christ College and the City of Irvine on _____ 1993.

RESERVATIONS

1. All applications for reservations must be on official City forms and shall be submitted to, and approved by the City with copy to Christ College Irvine. Reservations and use of College facilities shall be consistent with the requirements of Section 1.0 of the approved Joint Use Agreement.
2. All applications must be submitted consistent with City policies for use of other City facilities.

EXHIBIT D

GENERAL RULES AND REGULATIONS

1. The City will not hold the College responsible for the loss, damage, or theft of equipment or articles owned by the user.
2. At least one adult chaperon or supervisor will be required for every fifteen (15) children at youth events. Chaperons or supervisors must be 18 years or older.
3. The following are prohibited at all College facilities, including outdoor athletic fields and courts:
 - a. Possession and/or consumption of alcoholic beverages, drugs or narcotics.
 - b. Drinks served in glass containers.
 - c. Smoking inside any building facility.
 - d. Storage of private property on College property is limited to those facilities, if any, specifically provided by City to support City events on College campus.
 - e. Use of any building as a mailing address.
 - f. Unauthorized vehicle traffic.
 - g. Unsafe vehicle operation.
4. The College employee in charge of any facility is authorized to enter any field or athletic area at any time in the performance of his/her duties. In the use of any facility, individuals and groups shall be subject to the direction of the College employee in charge of the facility. Such direction shall not conflict with any terms of the Agreement.
5. Any decorations, signs, etc. attached to facilities, walls, fences, poles or other permanent campus fixtures must be attached in a fashion so as to preclude any physical damage to surfaces or leaving any residue on the surfaces of facilities (e.g., use of nails, screws, duct tape, liquid nails, etc. is prohibited). All decorations, signs, etc., must be removed immediately following the City event. Signs and banners are limited to maximum size of four (4) feet by eight (8) feet.
6. In the event that equipment not normally available at the requested facility is to be used, it must be requested in advance. The City may be charged costs incurred in arranging for delivery and set up of any additional equipment, consistent with the fee schedule in Attachment C of the Agreement.
7. College owned sound systems, electrically operated scoreboards, etc. must be operated by College technicians or by a qualified agent of the City when assigned by the College. Requests for use of College owned sound systems, electrically operated scoreboards, etc., must be identified on the facilities application.
8. The College will allow amplified music only in the gymnasium and under controlled circumstances. The intended use of the College facilities does not include use as a dance or concert hall.

The following rules will be strictly enforced:

- a. Amplified music may be used only with advance written permission from the College, and must be requested at the time the facility use application is made.
 - b. Music must be kept at a reasonable volume, as determined by College staff.
9. All groups using the College facilities must be out of the building(s) or off the outdoor athletic fields and courts by 10:30 p.m. daily.
10. Except for seeing eye dogs, animals are not allowed inside of College facilities.
11. The City is responsible for returning all items used to their original places, properly disposing of garbage, and cleaning whatever is necessary. It is essential that the College facilities be left in the condition existing prior to its use for the City event.
12. The College shall notify the City of any activities in violation of the conditions, rules and regulations of the Agreement and request that such actions immediately cease. In the event the activity continues, the College shall notify the event supervisor and request that such action immediately cease.

Additional rules and regulations, specific to each College facility, are listed below.

OUTDOOR ATHLETIC FIELDS AND COURTS

1. The College shall provide only the equipment that is attached to or an integral part of the facility, such as bases, goals, scoreboards, nets, etc. Items such as bats, balls, players' and officials' protective gear, etc., shall not be provided by the College. Athletic and sports items provided by individual groups shall be the sole responsibility of such groups, and shall be removed from the College facilities as soon as feasible after completion of the event, or stored in facilities specifically provided by City for City users.
2. For City events, the City shall be responsible for providing appropriate first aid/emergency personnel and services. The College will not have first aid or trainer personnel services on duty. For outdoor field events, the nearest phone service regularly provided on campus will be the outdoor pay phone outside Hallerberg Hall or the security patrol officer on duty.
3. Restrooms available for City users of outdoor athletic fields and courts will be the gym locker rooms. College is to assure these restrooms are available for all City allocated outdoor events.

GYMNASIUM

1. No food or beverages are allowed to be served or consumed in the gym or on the gym balcony. No exceptions.

2. Activities on the main gym floor require all participants to wear non-scuff rubber soled gym shoes, unless a protective tarp, as approved by the College, has been placed on the floor.
3. Tables, furnishing, chairs or other objects that might damage or mar the playing floor surface require that protective mats be placed on the gym floor before being brought in.
4. The College shall designate a College employee who will be in charge of the gym facility and shall be responsible for set up and operation of College owned equipment (backboards, scoreboard, volleyball nets, bleachers, etc.) for City events. During City Events, the College employee in charge of the facility shall ensure that all requested and authorized equipment is available and operable, gym floor is periodically dust mopped, restroom facilities are stocked and maintained, and that life-safety regulations related to use of facilities are observed. The College employee in charge of the gym facility will work with the assigned responsible party from the City for the City Event to ensure above requirements and responsibilities are adhered to.
5. Fire/safety codes require a minimum six feet clear space for entrance and exit of the balcony. Therefore, setup of tables, chairs, displays, etc. on the balcony shall maintain a minimum of six foot wide unobstructed passage for all required avenues of entrance and exit.

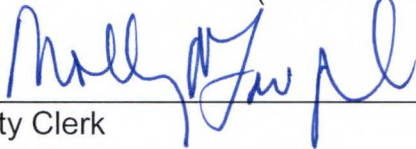
3.8



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: OCTOBER 10, 2017

TITLE: SECOND READING AND ADOPTION OF ORDINANCE NO. 17-08 APPROVING ZONE CHANGE 00719550-PZC TO AMEND THE ZONING ORDINANCE REFLECTING A LAND EXCHANGE OF THE EXISTING AMENDED AND RESTATED DEVELOPMENT AGREEMENT TRANSFER SITE (TO BE RENAMED AS DEVELOPMENT DISTRICT 9) WITH A PORTION OF DEVELOPMENT DISTRICT 2 WITHIN PLANNING AREA 51 (ORANGE COUNTY GREAT PARK)



City Clerk



City Manager

RECOMMENDED ACTION

Read by title only, second reading and adoption of ORDINANCE NO. 17-08 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING A CITY-INITIATED ZONE CHANGE (00719550-PZC) TO COMPREHENSIVELY AMEND APPLICABLE SECTIONS OF THE ZONING ORDINANCE (SECTIONS 3-3-1 AND 3-37-39 RELATING TO THE TRAILS AND TRANSIT ORIENTED DEVELOPMENT ZONING DISTRICT, AND PARTS OF CHAPTER 9-51 RELATING TO THE ORANGE COUNTY GREAT PARK) TO REFLECT A LAND EXCHANGE OF THE EXISTING AMENDED AND RESTATED DEVELOPMENT AGREEMENT TRANSFER SITE (TO BE RENAMED AS DEVELOPMENT DISTRICT 9) WITH A PORTION OF DEVELOPMENT DISTRICT 2 WITHIN PLANNING AREA 51 (ORANGE COUNTY GREAT PARK)

EXECUTIVE SUMMARY

On September 26, 2017, the City Council introduced for first reading an ordinance approving a City-initiated Zone Change 00719550-PZC to amend the Zoning Ordinance reflecting a land exchange of the existing Amended and Restated Development Agreement Transfer Site. The motion to introduce Ordinance No. 17-08 for first reading carried by the following vote:

AYES: 3 COUNCILMEMBERS: Fox, Shea and Wagner

NOES: 2 COUNCILMEMBERS: Lalloway and Schott

ABSENT: 0 COUNCILMEMBERS: None

ABSTAIN: 0 COUNCILMEMBERS: None

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

ATTACHMENT

City Council Ordinance No. 17-08

CITY COUNCIL ORDINANCE NO. 17-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING A CITY-INITIATED ZONE CHANGE (00719550-PZC) TO COMPREHENSIVELY AMEND APPLICABLE SECTIONS OF THE ZONING ORDINANCE (SECTIONS 3-3-1 AND 3-37-39 RELATING TO THE TRAILS AND TRANSIT ORIENTED DEVELOPMENT ZONING DISTRICT, AND PARTS OF CHAPTER 9-51 RELATING TO THE ORANGE COUNTY GREAT PARK) TO REFLECT A LAND EXCHANGE OF THE EXISTING AMENDED AND RESTATED DEVELOPMENT AGREEMENT TRANSFER SITE (TO BE RENAMED AS DEVELOPMENT DISTRICT 9) WITH A PORTION OF DEVELOPMENT DISTRICT 2 WITHIN PLANNING AREA 51 (ORANGE COUNTY GREAT PARK)

WHEREAS, the City of Irvine has an adopted Zoning Ordinance; and

WHEREAS, the City of Irvine has initiated an application for Zone Change 00719550-PZC (Zone Change) requesting the amendments set forth in Exhibit "A," attached hereto and incorporated herein, and summarized in Section 7 of this Ordinance; and

WHEREAS, the Project has a General Plan land use designation of Orange County Great Park and a Zoning Ordinance designation of 8.1 Trails and Transit Oriented Development; and

WHEREAS, this Zone Change will comprehensively amend applicable sections of the Zoning Ordinance {[Sections 3-3-1 and 3-37-39 [relating to the 8.1 Trails and Transit Oriented Development zoning district] and parts of Chapter 9-51 [relating to Planning Area 51, Orange County Great Park (OCGP)]} to reflect a land exchange of the existing Amended and Restated Development Agreement Transfer Site (to be renamed as Development District 9) with the Alternate Site within Planning Area 51; and

WHEREAS, the Zone Change conforms with the City of Irvine General Plan and Zoning Ordinance; and

WHEREAS, the City-initiated Zone Change application is considered a "project" pursuant to the terms of the California Environmental Quality Act (CEQA); and

WHEREAS, pursuant to Section 15168 of the State CEQA Guidelines, this project is within the scope of the project covered by the Heritage Fields Project 2012

GPA/ZC Second Supplemental Program Environmental Impact Report (State Clearinghouse Number 2002101020) (SSEIR) for the Planning Area 51 General Plan Amendment, Zone Change and other associated entitlements for an approximately 4,704 gross-acre project site that includes both of the areas subject to the proposed Zone Change, which was certified by the City Council in November 2013 and incorporated all previous environmental documents concerning the subject property; and

WHEREAS, on September 5, 2017, the Transportation Commission of the City of Irvine held a duly noticed public meeting on the traffic analysis for the corresponding Zone Change, at which time oral and documentary evidence was introduced along with the written recommendations of the Transportation Commission, and the Transportation Commission received public testimony; and

WHEREAS, the Transportation Commission considered information presented by the applicant, the Community Development Department, and other interested parties at that public meeting on September 5, 2017; and

WHEREAS, on September 5, 2017, the Transportation Commission by a 3-2 vote (Commissioners O'Malley, Greenberg and Montgomery voting in favor; Commissioners Moody and Casey voting against) to approve the traffic analysis for the proposed Zone Change; and

WHEREAS, on September 7, 2017, the Planning Commission of the City of Irvine held a duly noticed public hearing on the proposed Zone Change, at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission, and the Planning Commission received public testimony; and

WHEREAS, the Planning Commission considered information presented by the applicant, the Community Development Department, and other interested parties at that public hearing on September 7, 2017; and

WHEREAS, on September 7, 2017, the Planning Commission voted 3-1-1 (Commissioners Kuo, Nirschl and Smith voting in favor; Commissioner Bartlett voting against; and, Vice Chair Duong absent) to recommend the City Council approve the City-initiated Zone Change in Planning Area 51; and

WHEREAS, on September 26, 2017 the City Council of the City of Irvine held a duly noticed public hearing on the proposed Zone Change, at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission and Community Development Department of the City of Irvine, and the City Council received public testimony; and

WHEREAS, the City Council considered the Planning Commission's recommendations, and information presented by the applicant, the Community

Development Department, and other interested parties at a public hearing held on September 26, 2017.

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

SECTION 1. The above recitals are true and correct and incorporated herein.

SECTION 2. Pursuant to Section 15168 of the State CEQA Guidelines, this project is within the scope of the project covered by the SSEIR. The proposed Zone Change transfers (or “swaps”) intensity from one part of Planning Area 51 (i.e., a portion of the existing Development District 2) to another part of the same Planning Area (i.e., the existing ARDA Transfer Site). The overall intensity would remain unchanged within Planning Area 51. The potential environmental impacts of the proposed Zone Change are covered under the scope of the SSEIR and all feasible mitigation measures and alternatives developed and identified in the SSEIR will be incorporated into Planning Area 51, as appropriate. In accordance with CEQA, no additional public review is required.

SECTION 3. Pursuant to Section 15162 of the CEQA Guidelines, the following has been determined:

1. There are no substantial changes to the project that will require major revisions to the SSEIR due to new, significant environmental effects or a substantial increase in the severity of impacts identified in the previous SSEIR.
2. Substantial changes have not occurred in the circumstances under which the project is being undertaken that will require major revisions of the SSEIR to disclose new, significant environmental effects or a substantial increase in the severity of the impacts identified in the SSEIR.
3. There is no new information of substantial importance not known at the time the SSEIR was certified that shows any of the following:
 1. The project will have any new significant effects not discussed in the SSEIR.
 2. There are impacts that were determined to be significant in the SSEIR that will be substantially increased.
 3. There are additional mitigation measures or alternatives to the project that would substantially reduce one or more of the significant effects identified in the SSEIR.

4. There are additional mitigation measures or alternatives that were rejected by the project proponent that are considerably different from those analyzed in the SSEIR that would substantially reduce any significant impact identified in the SSEIR.

SECTION 4. All feasible mitigation measures and alternatives developed and identified in the SSEIR will be incorporated into Planning Area 51, as appropriate. These measures propose to mitigate any potential significant environmental effects thereof, when feasible.

SECTION 5. Pursuant to Fish and Game Code Section 7.11.4(c)(2)(A) and the conclusions of the certified SSEIR, the City previously made a finding that the project involves no potential adverse effects, either individually or cumulatively, on wildlife resources.

SECTION 6. The findings required for approval of a Zone Change as set forth in Section 2-38-7 of the City of Irvine Zoning Ordinance have been made as follows:

1. The proposed Zone Change is consistent with the City of Irvine General Plan.

The proposed City-initiated Zone Change is intended to ensure conformity with the General Plan. These changes include, but are not limited to: updating existing development district characteristics and creating new development district characteristics; updating permitted and conditionally permitted uses; and the redistribution of non-residential intensity within the project site. The Zone Change will allow for a total of 812,000 square feet of Research & Development square footage to be shifted from existing Development District 2 to the new Development District 9 (i.e., the existing ARDA Transfer Site) in Planning Area 51. The proposed changes to the development districts and assignment of development intensity are consistent with the General Plan land use designation of Orange County Great Park. Additional modifications to the Special Development Requirements in Chapter 9-51 of the Zoning Ordinance will clarify the tracking and monitoring of non-residential intensity within Planning Area 51, and implement the desired characteristics for each Development District, subject to subsequent Planning Commission consideration. All changes are consistent with the current General Plan of the City of Irvine.

2. The proposed Zone Change is consistent with any applicable concept plan.

There is no applicable concept plan for Planning Areas 51.

3. The proposed Zone Change meets all the requirements set forth within Division 8 for the dedication of permanent open space through a specified phased implementation program for affected planning areas and zoning districts.

Planning Area 51 is not subject to the phased permanent open space dedication implementation program set forth in Division 8-1; however, the Great Park Development Agreement (recorded on July 12, 2005) required Heritage Fields to dedicate substantial portions of Planning Area 51 for parks and open space uses. Specifically, 179 acres have been dedicated for the wildlife corridor that traverses through Planning Area 51. The City-initiated Zone Change does not affect the established open space areas within the Orange County Great Park in Planning Area 51. Therefore, the project area is in compliance with the open space dedication requirements.

4. The proposed Zone Change is in the best interest of the public health, safety and welfare of the community.

The City-initiated Zone Change is consistent with all applicable provisions of the Zoning Ordinance and is determined to be in the best interests of the health, safety and welfare of the community. The environmental impacts of the proposed Zone Change application are covered under the scope of the SSEIR, which concluded that the proposed project is not anticipated to have any significant effect on the environment beyond those already identified in the SSEIR, including any potential impacts to public health, safety and welfare. As a part of the proposed Zone Change, a traffic evaluation was prepared to analyze any new potential impacts related to the Zone Change. The report concludes that the proposed Zone Change will not cause any significant traffic impacts on intersections, arterial roadway segments, freeway mainline segments and/or freeway interchange ramps. Therefore, staff anticipates there will be no new negative impacts to the circulation system and surrounding community. Therefore, the proposed Zone Change is consistent with and in the best interest of the public health, safety and welfare of the community.

5. Based upon information available at the time of approval, adequate sewer and water lines, utilities, sewage treatment capacity, drainage facilities, police protection, fire protection/emergency medical care, vehicular circulation and school facilities will be available to serve the area affected by the proposed City-initiated Zone Change when development occurs.

The mitigation measures in the SSEIR and the requirements of subsequent discretionary approvals (such as Tentative Parcel Map, Master Plans and Conditional Use Permits, as appropriate) will ensure that adequate utilities, services, and facilities are provided in conjunction with the development of the project. Where adequate improvements do not exist, the developer will be required to provide such improvements when development occurs.

6. If the proposed Zone Change affects land located within the coastal zone, the proposed Zone Change will comply with the provisions of the land use plan of the certified local coastal program.

The City-initiated Zone Change is not within, nor does it affect, land located within the coastal zone; therefore, this finding is not applicable.

SECTION 7. The City Clerk shall certify to the passage of this Ordinance and shall enter the Ordinance into the book of original Ordinances.

NOW, THEREFORE, based on the above findings, the City Council of the City of Irvine DOES HEREBY APPROVE Zone Change 00629029-PZC, amending the Zoning Ordinance's applicable text consistent with Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the ___ day of _____.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing ordinance was introduced for first reading on the 26th day of September 26, 2017, and duly adopted at a regular meeting of the City Council of the City of Irvine, held on the ___ day of _____.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

Sec. 3-3-1. - Land use matrix.

The following land use matrix shows the uses which are permitted, conditionally permitted, and prohibited in specific zoning districts in the City of Irvine. The land use matrix is intended to serve as a mere guide for the convenience of the user of this zoning ordinance. Where the text of this zoning ordinance differs from the land use matrix, the text shall prevail. This section 3-3-1 does not cover Planning Areas 4, 5, 33, 34, and 38. Readers should refer to chapters 9-4, 9-5, 9-33, 9-34 and 9-38 for land use matrixes specific to each of these planning areas.

⁶⁸ Permitted only in 5.5B Jamboree Business Center, East; 5.5C Planning Area 17; and 5.5D Irvine Spectrum 8, if located 225 feet or more from the Jeffrey Open Space Spine.

⁶⁹ Prohibited in 5.5E and 5.5F.

⁷⁰ Prohibited in 5.5B Jamboree Business Center, East.

⁷¹ Prohibited in 5.5B Jamboree Business Center, East; 5.5E and 5.5F.

⁷² Prohibited in 5.5B Jamboree Business Center, East; conditionally permitted in 5.5D Irvine Spectrum 8, if located 225 feet or more from the Jeffrey Open Space Spine.

⁷³ Any "Bar, Tavern Cocktail Lounge" proposing to locate within the same building as a residential use shall be subject to the conditional use permit procedures contained in Zoning Code Chapter 2-9.

⁷⁴ A wireless communication facility, depending on the proposed type of antenna, may be permitted in any zoning district through wireless communication facility permit, a minor conditional use permit or a major conditional use permit as indicated in the table provided in Section 2-37.5-3.

⁷⁵ Only in 4.2C: Planning Area 13; 4.2E: Planning Area 34; 4.2E: Planning Area 35; and 4.2E: Planning Area 10, otherwise, prohibited.

⁷⁶ 4.2N: Drive-thru permitted subject to Master Plan.

⁷⁷ 4.2N: Permitted subject to Master Plan.

⁷⁸ 4.2L: Drive-thru permitted; 4.2N and 4.2O: permitted subject to Master Plan.

⁷⁹ Permitted in 4.2L, 4.2M, 4.2N and 4.2O only.

⁸⁰ Miniwarehouse trip generation rates apply to this use. Consult Section 9-36-8.B.3 (IBC General Land Uses) for more information.

⁸¹ A financial institution located in an existing building which meets all the general development standards, including parking, will not require a conditional use permit and no traffic study will be required.

⁸² Not applicable; deleted per Zone Change 00719550-PZC.

⁸³ In conjunction with demolition, removal and recovery of existing buildings, structures and landscaping associated with the former military use of the property.

⁸⁴ Only within agriculture area.

⁸⁵ 3.1E only.

⁸⁶ Prohibited in 3.1F.

⁸⁷ 3.1H only.

⁸⁸ Permitted in 3.1H.

⁸⁹ Prohibited in 3.1H.

⁹⁰ Conditionally permitted in 3.1H.

⁹¹ 4.2O: subject to Master Plan.

⁹² 4.2O: prohibited use.

NOTE: Some permitted and conditionally permitted uses may require a master plan application; see chapter 2-17.																																								
P = Permitted C = Conditionally Permitted . = Prohibited																																								
Land Use	1.1 Exclusive Agriculture	1.2 Development Reserve	1.3 Conservation/Open Space Reserve	1.4 Preservation	1.5 Recreation	1.6 Water Bodies	1.7 Landfill Overlay	1.8 Golf Course Overlay	1.9 Orange County Great Park	2.1 Estate Density Residential (0 — 1)	2.2 Low-Density Residential (0 — 6.5)	2.3 Medium-Density Residential (0 — 12.5)	2.4 Medium-High-Density Residential (0 — 31)	2.5 High-Density Residential (0 — 50)	3.1 Multi-Use	3.2 Transit Oriented Development	4.1 Neighborhood Commercial	4.2 Community Commercial	4.3 Vehicle Related Commercial	4.4 Commercial Recreation	4.5 Regional Commercial	4.6 Retail Office	4.7 Urban Commercial	4.8 Irvine Center Garden Commercial	4.9 Lower Peters Cyn. Regional Commercial	5.0 IBC Mixed Use	5.1 IBC Multi-Use	5.2 IBC Industrial	5.3 IBC Residential	5.4 General Industrial	5.5 Medical and Science	5.6 Business Park	6.1 Institutional	7.1 Military	8.1 Trails and Transit Oriented Development					
Cemetery/mausoleum/crematory	•	C	•	•	C ⁴⁷	•	•	•	C	•	•	C	•	•	•	•	•	•	•	•	•	Section 3-37-23	Section 3-37-25	Section 3-37-26	Section 3-37-27 P	•	•	•	•	•	•	•	•	•	C					
Child care center	•		•	•	•	•	•	•	C	C	C	C	C	C	C	C	C	C ⁵	C	C								C	C	C ²⁹	C ²⁹	C ²⁹	C	C ⁶⁹	C	C		C		
Churches (and other places of religious worship)	•	C	•	•	•	•	•	•	•	C	C	C																												
Civic, governmental and cultural	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•								•	•	•	•	•	•	•	P	•		•		
Clinics	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•							•	•	•	•	•	•	•	•	•	•		•	
Coastal zone development	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•							•	•	•	•	•	•	•	•	•	•		•	
Commercial recreation, nonresidential districts	•	•	•	•	•	•	•	•	•	•	•	•	•	•	P	•	•	P	•	•	•							P	•	•	•	•	•	•	P		•			
Commercial recreation, residential districts	•	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	•	•	•							•	•	•	•	•	•	•	•	•	•	•		•
Communication transmitting, reception or relay facilities	•	•	•	•	•	•	•	•	•	•	•	•	P	•	•	•	•	•	•	•	•							•	•	•	•	•	•	•	•	•	•	•		•
Community facility	•	•	•	•	C	C	•	•	C	C	C	C	C	C	C	C	C	C ⁵	C	C	Section 3-37-23	Section 3-37-25	Section 3-37-26	Section 3-37-27 P	C	C ³⁵	C ³⁵	C ³⁵	C	C ²¹	P	C			C					
Community information centers	•	•	•	•	•	•	•	•	•	•	•	C	C		P	•	•	P	•	•							P	•	•	•	•	•	•	•	P	•		•		
Community recreation					P ¹	C									C		C			P ⁷							•	•	C ^{35/7}	•	•	•	•	•	•	•	•		•	
Composting facility	•	•	•	•	C ⁴⁷	•	•	•	C	•	•	•	•	•	•	•	•	•	•	•					•			•	•	C ³⁰	C ³⁰	•	C	•	•			C ⁸³		
Concrete recycling facilities	•	•	•	•	C ⁴⁷	•	•	•	C		•	•	•	•	•	•	•	•	•	•					•			•	•	•	C ^{30/1}	•	•	•	•	•	•	•		C ⁸³
Conference/convention facility	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C ⁸⁷	•	C ^{5/60}	•	•									C	C ^{29/1}	•	•	•	•	P	P	C			C	
Congregate care facility	•	•	•	•	•	•	•	•	•	•	C	C	C	C	C	•	•		•	•					•			C	C	C ³⁰	•	C ³⁰		C	C	C			C	
Convalescent home	•	•	•	•	•	•	•	•	•	•	C	C	C	C	C	•	C ¹²	C ⁵	•	•					•			C	C	C ³⁰	C	C ³⁰	C	C		C			C	
Convenience or liquor store	•	•	•	•	•	•	•	•	•	•	•	•	•		C ⁸⁰	P	C ¹²	C ^{5/60}										P	C	C	C ^{31/1}	C ^{31/1}			C ⁷⁰	C			C	

NOTE: Some permitted and conditionally permitted uses may require a master plan application; see chapter 2-17.																																				
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Senior housing	•		•	•	•	•	•	•	•	•	C	C	C	C	C ⁸⁶	C	•	•	•	•					•	P	•	•	C ³³	•	•	•	•	C ⁴⁶		C
Sexually-oriented business	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•					•	•	•	C ^{40/T}	•	C ^{40/T/5}	•	•	•		•
Small collection facility	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C ⁸⁶	•	C	C ⁵	C	•					•	C	C ³⁰	C ³⁰	•	C ⁵²	•	•	•		C	
Sober living facilities	•	•	•	•	•	•	•	•	•	•	•	P ⁶⁵	P ⁶⁵	P ⁶⁵	P ⁶⁵	•	•	•	•	•					•	•	•	•	P ⁶⁵	•	•	•	P ⁶⁵		C	
Solid waste transfer station	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•					•	•	•	C ^{30/T}	•	C ⁵²	•	•	•		•
Stable, private	P	P	•	•	P ⁴⁴	•	•	•	C	P	•	•	•	•	•	•	•	C ⁵⁹	•	•					•	•	•	•	•	•	•	•	•	•		P
Stable, public	C ⁴⁴	C	•	•	C ⁴⁴	•	•	•	C	•	•	•	•	•	•	•	•	•	•	•	•					•	•	•	•	•	•	•	•	•		C ⁸⁴
State veterans cemetery	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•					•	•	•	•	•	•	•	•	•		P
Supermarket	•	•	•	•	•	•	•	•	•	•	•	•	•	•	P ⁸⁶	P	P ^{12/22}	P ⁵	•	•					P	P	P ³¹	•	•	•	•	•	•	•		P
Temporary uses ⁽⁶⁾	•	•	•	•	•	•	•	•	•	•	•	P	P	•	P	•	•	P	•	•					P	•	•	•	•	•	•	•	•	•		•
Transportation support facilities, including park-and-ride and other uses intended to promote	•	•	•	•	•	•	•	•	•	•	•	•	•	•	P	•	•	•	•	•	•					•	•	•	•	•	•	•	•	•		•
Travel agencies	•	•	•	•	•	•	•	•	•	•	•	•	•	•	P	•	•	P	•	•					•	•	•	•	•	•	•	•	P	•		•
Truck terminal	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•					•	•	•	C ^{30/T}		C ⁵²	•	•	•		•
Utility building and facility		C	C	C	C	C	C		C	C	C	C	C	C	C	C	C	C ⁵	C	C					P	C	C ³⁵	C ³⁵	C ³⁵	C	C	C	C		C	
Vehicle assembly	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	•					P	•		P ³⁰	•	C	C	C	•		•	
Vehicle body repair, paint or restoration	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	•					P	•	P ³⁰	C ³⁰	•	C	•	•	•		•	
Vehicle impound yard	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•						•	•		C ³⁰	•	C	•	•	•		•
Vehicle leasing and rental	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C ⁵	P						•	P	C	C ³¹	C ³¹	•	C	C	C	•		C

14. Model home sales complex.
15. Office, administrative, business professional.
16. Office, design professional.
17. Office, headquarters.
18. Office, medical.
19. Outdoor vendor.
20. Park.
21. Public park facility (only in public parks).
22. Pushcart.
23. Residential, second unit.
24. Residential, attached.
25. Residential, single-family detached.
26. Research and development.
27. Restaurant.
28. Restaurant, fast food (except drive-thru).
29. Retail and/or service business, general (except drive-thru).
30. Reverse vending machine.
31. School, public.
32. Supportive housing — Small.
33. Stable, private (only within agriculture area).
34. State veterans cemetery.
35. Supermarket.
36. Transitional housing — Small.
37. Wireless communication facility (may require a wireless communication facility permit, a minor conditional use, a major conditional use, or may be prohibited, depending on the type of installation and the location of the installation site, pursuant to the review procedures matrix in Section 2-37.5-3).

D. *Conditional uses.*

1. Ambulance service.
2. Arcade, game.
3. Bar, tavern, cocktail lounge.
4. Boarding house.
5. Car wash.
6. Cemetery/mausoleum/crematory.
7. Child care center.
8. Church.
9. Commercial recreation (over 1,500 square feet).
10. Community facility.

Sec. 9-51-3. - Statistical analysis.

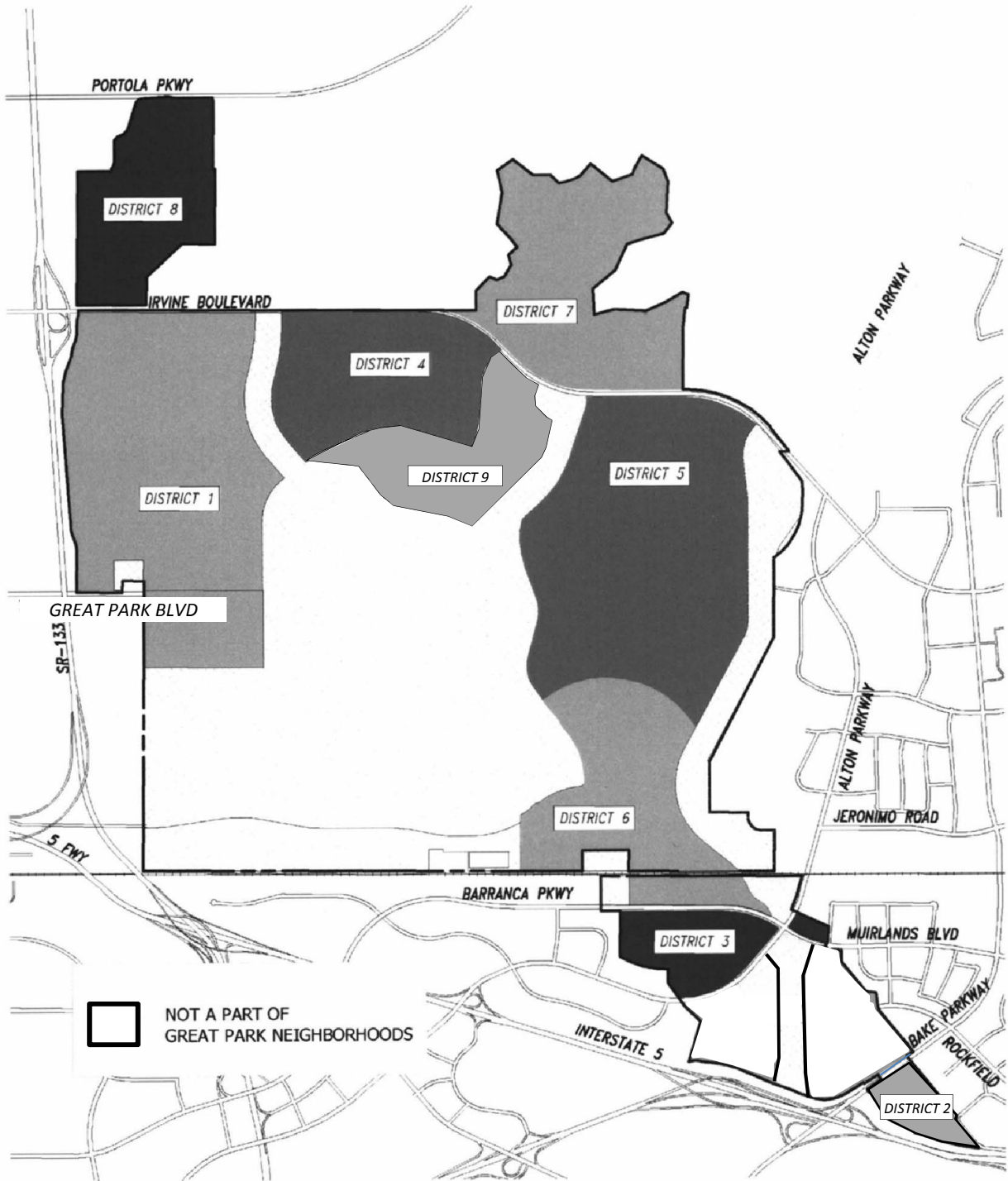
Planning Area 51:

Zoning Number	Zoning	OCGP Sub Land-Use Categories	Acres in category	Maximum Square feet	Maximum dwelling units
Orange County Great Park					
1.4	Preservation	Wildlife Corridor	179		
1.9OC Great Park	Open Space/Park	367			
Sports Park	170	26,000			
Drainage Corridor	229				
Exposition Center	156	468,000			
Great Park Neighborhoods					
8.1/8.1B Trails and Transit Oriented Development	Community Commercial	(1)	220,000	0	
Residential	(1)		9,500 ⁽²⁾		
Medical and Science	(1)	3,364,000	0		
Multi-Use	(1)	1,318,200 ⁽⁵⁾	0		
Miscellaneous					
1.1	Exclusive Agriculture	Agriculture	117 ⁽³⁾		
1.4	Preservation	Habitat Preservation	974		
6.1	Institutional	Institutional	135	685,500 ⁽⁴⁾	

8.1	Trails and Transit Oriented Development	Transit Oriented Development	35	53,500	0
8.1	Trails and Transit Oriented Development	ARDA Transfer	130.4 ⁽⁶⁾		
-	-	Major Roadways	185		
TOTALS			4,704	6,135,200 ⁽⁵⁾	9,500 ⁽²⁾

- (1) 2,026 acres of property in PA 51 is zoned 8.1 TTOD.
- (2) This number includes the 1,269 density bonus units granted pursuant to State law, Section 2-3, and Planning Commission Resolution No. 08-2926 and a further 1,194 density bonus units granted pursuant to State law and Section 2-3.
- (3) This acreage includes 27 acres of the Marshburn Basin which shall remain in its current location.
- (4) Includes 122,500 square feet for institutional facilities, 300,000 square feet for County facilities, and 263,000 square feet of "McKinney Act" warehousing.
- (5) See Section 9-51-6.S (Land Use Conversions). Adjustments to the Statistical Table in accordance with Section 9-51-6.S (Land Use Conversions) do not require a zone change.
- (6) 124.9-acre ARDA Transfer Site and 5.5 acres Police Site per Amended and Restated Development Agreement pursuant to City Council Ordinance No. XX-XX.

Notes on maximum intensities: In order to develop the permitted uses and intensities for Planning Area 51, the master developer has entered into the Amended and Restated Development Agreement pursuant to City Council Ordinance No. 09-09, which requires the dedication of land and the development of infrastructure improvements in excess of the City's standard requirements, and the commitment to long-term maintenance of public facilities (Section 9-51-2).



Sec. 9-51-6. - Special development requirements.

- A. *Affordable housing.* See Chapter 2-3 Affordable Housing Implementation Procedures.
- B. *Trails and Transit Oriented Development.* The Trails and Transit Oriented Development Zoning District allows a variety of uses on the same site consistent with the Orange County Great Park land use category as defined in the General Plan. The Trails and Transit Oriented Development Zoning District land use designation allows for a mix of residential, commercial, recreational, and educational uses that support a multi-use environment and which are complementary to the Irvine Station and to the Orange County Great Park. Pedestrian paths and trails, including, but not limited to, bike paths, sidewalks, and recreational trails, shall be encouraged in the Trails and Transit Oriented Development Zoning District. The variety of trail types and transit choices are intended to provide connectivity to the Orange County Great Park, to the Irvine Station, to public open space outside the Orange County Great Park, and to other nearby areas.

8.1 Trails and Transit Oriented Development Zoning District intensity.

The maximum residential intensity shall not exceed 9,500 dwelling units. The maximum nonresidential intensity in the Great Park Neighborhoods OCGP sub land use category of the Trails and Transit Oriented Development Zoning District shall not exceed: 220,000 square feet of Community Commercial, 3,364,000 square feet of Research and Development/Medical and Science, and 1,318,200 square feet of Multi-Use.

Development intensity shall be recorded in a Trails and Transit Oriented Development District Development Intensity Database and monitored administratively by the Director of Community Development following the Master Plan approval by the Planning Commission (E below). The following planning standards shall apply throughout the 8.1 Trails and Transit Oriented Development Zoning District:

1. Promote residential communities that are physically connected to each other. Foster community and connectedness between adjacent land uses.
2. Promote livability, transportation efficiency, and walkability.
3. Promote diversity of land uses. Allow residential dwelling units to be mixed with other uses providing choice in location, type and size based on compatibility with the surrounding uses.
4. Promote the development of trails that serve as recreational opportunities and as transportation connections between residential uses, commercial, and industrial uses, the Orange County Great Park and transportation hubs.
5. Encourage clustering of residential units, where feasible, to provide for opportunities to develop public and private open spaces within the development.
6. Promote a diversity of housing types to accommodate a range of economic levels and age groups to live within a community.
7. Provide appealing and functional pedestrian street environments to promote pedestrian activity.
8. Vertical and horizontal integration of commercial office and retail land uses into the residential development should be encouraged, where feasible.
9. Total average daily trips (ADT) shall not exceed the trip budget established for the development within the Orange County Great Park (C below). The developer shall provide additional traffic analysis for the review and approval of the Director of Community Development to support the consideration of trip reduction design standards and integration with transit systems.

10. Neighborhood parks shall be provided in accordance with City of Irvine Park Code. Community park requirements shall be met through participation in the original dedication in the Development Agreement adopted by the City in July 2005, as amended by the Amended and Restated Development Agreement adopted pursuant to City Council Ordinance 09-09.
 11. The introduction of land uses that are not specified in the permitted and conditionally permitted uses but fit within the intent of the Trails and Transit Oriented Development Zoning District (Section 3-37-39) shall be encouraged subject to an initial determination by the Director of Community Development and subsequently, subject to a conditional use permit approved by the Planning Commission.
 12. Prior to approval of a Master Plan for development of areas within the Trails and Transit Oriented Development Zoning District site (E below), the Planning Commission shall make a specific finding that the Master Plan meets the intent of the Trails and Transit Oriented Development Zoning District planning standards.
 13. Pedestrian connections within and between the Irvine Station, the public areas of the Orange County Great Park and the adjacent development shall be provided. An emphasis on pedestrian, way-finding signage and graphics, and the integration of nonresidential uses shall facilitate pedestrian access in lieu of automobile access to the site amenities.
- C. *Trip budget.* Based on the socioeconomic-based trip generation average daily trip (ADT) rates used to analyze the Orange County Great Park traffic impacts, the total trips for the entire Orange County Great Park project area are not to exceed 148,910 ADT, not including the ADT associated with the 1,269 density bonus units granted pursuant to State law, Section 2-3, and Planning Commission Resolution No. 08-2926, and 1,194 density bonus units subsequently granted pursuant to State law.
- D. *Great Park Development Monitoring Database.* The purpose of the Database is to monitor the development intensity and trips in Planning Area 51 and update the allocated intensity for all parcels as they develop.
- a. The development in Planning Area 51 is subject to specific limits as follows:
 1. Maximum square footage - see Section 9-51-3, Statistical Analysis.
 2. Maximum residential units - see Section 9-51-3, Statistical Analysis.
 3. Maximum daily vehicle trips - 148,910 ADT, not including the ADT associated with any density bonus units granted from time to time pursuant to State law and Section 2-3 of the Zoning Ordinance (Affordable Housing Implementation Procedure), including Planning Commission Resolution No. 08-2926 (Density Bonus Agreement).
 - b. In conjunction with the submittal of any of the following development applications that allocates (or reallocates) development intensity: 1) subdivision map, 2) lot merger, or 3) lot line adjustment or in conjunction with the submittal of a building permit for properties located in Planning Area 51, the master developer shall submit documentation to the Director of Community Development identifying the following:
 - i. A unique reference number that identifies the data record;
 - ii. Project name;
 - iii. Legal description for each parcel;
 - iv. Addresses affiliated with each building, if applicable;
 - v. Land use designation, by square footage, for each building or lot;
 - vi. Number of residential units;
 - vii. The cumulative and remaining square footage and residential units of remaining development (including ADT); and

- vii. A comprehensive summary describing the square footage of nonresidential development and the total number of residential units of all Development Districts in Planning Area 51 (including ADT).
- E. *Review process.* Prior to the commencement of any private development in the 1.9 Orange County Great Park, 8.1 Trails and Transit Oriented Development or 6.1 Institutional Zoning Districts within Planning Area 51, the City shall review and approve a Master Plan for the specific project, containing the following information for the specific development proposed:
 - 1. Location, acreage, types of land use and estimated square footages or number of dwelling units for each area.
 - 2. A community design program, which characterizes the design features of the development, including signage design, fencing design, landscape themes, architectural theme, and other community design features.
 - 3. Landscape treatments including:
 - a. Planning area edge and entry widths and general character.
 - b. Special landscaping themes, if any.
 - c. Palette of plant materials, walls, and hardscape for areas in and adjacent to the public rights-of-way.
 - d. Ownership of landscape areas.
 - 4. Wildlife corridor edge condition treatments, consistent with the Irvine Wildlife Corridor Plan, including:
 - a. Light and noise mitigation programs and techniques.
 - b. Palette of compatible plant materials.
 - c. Walls, fences, and/or barrier mechanisms to protect the wildlife corridor from unwanted intrusions.
 - 5. Other information as required by the Director of Community Development. The application for said Master Plan shall be accompanied by maps, text, or other documentation to satisfy the above requirements. The form and content of such submittals shall be made to the satisfaction of the Director of Community Development.
- F. *Changes in boundaries and/or intensities.* Boundaries and acreages in the Orange County Great Park plan are approximate and shall be established by Master Plan approval (E above).
- G. *Reuse of existing facilities.* The former MCAS El Toro site has a number of facilities suitable for civilian reuse, including warehouses, hangars, and other buildings. The zoning accommodates a number of these existing facilities, encouraging adaptive reuse wherever possible. Some existing facilities can possibly be adapted for civilian use on a long-term, permanent basis; others can serve interim uses during development of the site. For example, aviation hangars located in the southern portion of Planning Area 51 could be appropriate for reuse as warehousing, manufacturing, or motion picture production studios. Close proximity to the permanent open space areas may also facilitate reuse of the hangars as museum, sports, cultural facilities, or other uses consistent with the zoning of the site.

Prior to the issuance of occupancy permits for any existing structure, a fire life-safety evaluation of the structure, including recommendations for improvements required for compliance with current Building Codes adopted by the City for the use of existing structures, and plans for any required improvements shall be submitted to the Chief Building Official for review and approval.

- H. *Recycling operations.* Existing runways are located on a substantial portion of the site planned for open space and related uses. Runways, aprons, and associated taxiways exist on the site reflecting its prior usage as a Marine Corps air station. In order to use the site for urban purposes, the runways

will be removed. Concrete and asphalt from the runways intended to be removed will be crushed and, where feasible, used as aggregate base or recycled for other roadway or development uses.

The runways will be removed in a sequential manner. The removal of most of the runway paving is anticipated. Some portion of runway may be preserved for use as playing surfaces and parking areas or for historic purposes. Demolition of the runways is to occur in accordance conjunction with the phasing program adopted by the City and Master Developer pursuant to the Amended and Restated Master Implementation Agreement. Stockpiled material will be placed in designated areas and distributed as required to provide aggregate for development projects. Once the material has been used, the land will become available for development. Concrete recycling facilities and stockpiling of demolished or recycled material are considered an appropriate interim land use, subject to the approval of a minor conditional use permit.

- I. *Trails plan.* In conjunction with the submittal of the master tract map the applicant shall submit a conceptual Master Landscape and Trails Plan or a detailed exhibit depicting potential trail connections on site to the City's existing or planned regional trail network.

In addition, in conjunction with subsequent tract maps, Master Plans or building permit submittals, whichever comes first, the applicant shall provide a specific and detailed trails plan depicting the exact location, alignment and connectivity of on-site trails to the City's existing or planned regional trail network.

- J. *Child care.* The need for child care facilities shall be recognized in the development of Planning Area 51. In 2011, the City approved a Child Care Need Analysis for the first 4,894 residential units in Planning Area 51. That study indicated that the child care needs generated by those residential units will be satisfied within Planning Area 51. Prior to the approval of the first residential tentative tract map that causes the total combined approved residential dwelling units, excluding senior housing units, to reach 6,300 in Planning Area 51, the Master Developer of Great Park Neighborhoods shall submit another child care needs study to the Director of Community Services for review and approval. Upon approval of the Study by the Director of Community Services, the Master Developer of Great Park Neighborhoods shall identify ways to provide any unmet private child care needs created by their residential development in Planning Area 51. Any private sector child care center(s) shall:

1. Accommodate the determined number of slots, which shall be based on the actual number of residential units to be built and on a determination of child care need within the project.
2. Be located at a site that is compatible with adjacent uses. Development of a child care center in conjunction with proposed elementary schools and public neighborhood parks, religious institutions, affordable housing developments, residential development and/or neighborhood commercial center shall be encouraged.
3. Be located at a site that has been evaluated with regard to factors that might be detrimental to public health, safety, or welfare, including, but not limited to, proximity to high-traffic volume roadways, hazardous material, and major generators of traffic.

- K. *Edge conditions.* Prior to the grading of development pads within those portions of Development Districts adjacent to the Great Park, the applicant shall submit a pre-application, for the review and approval by the Director of Community Development that provides a detailed design for the edge conditions where the development abuts the Great Park. The design detail should demonstrate an attractive edge between the private development and the public park. Private residential development is encouraged and preferred to face outward toward the park and provide for architectural cohesion between the two land uses.

- L. *Transit.* Prior to the recordation of the first residential tract map in any Development District (except Development District 8) in the Great Park Neighborhoods development, the applicant shall prepare, fund, and work in cooperation with the City to develop a transit study, consistent with the City's 30-year Transit Vision Plan approved by the City Council in April 2009, ensuring that a route for the iShuttle is identified. At a minimum, the route should circulate along "O" Street, Irvine Boulevard, and Marine Way (or similar) and the study should contemplate a route circulating along "LQ" Street and

"B" Street as well. The master developer shall identify strategic shuttle stop locations based upon developer's approved Master Plans. The master developer will continue to work cooperatively with the City, the Irvine Company, and other agencies to help identify and secure funding for the new iShuttle route identified in the transit study.

- M. *Charging stations for electric vehicles.* To the extent feasible, the applicant shall install electric vehicle charging stations at the commercial retail components of the project in District 1 North and District 4. The parking spaces in these centers will include electric vehicle charging devices.
- N. Reserved.
- O. *Reciprocal Use of Recreational Amenities.* Prior to the issuance of the first building permit for any dwelling unit other than model homes, in a particular Development District (i.e., District 1 North, 1 South, 4, 7, or 8), the applicant shall provide evidence to the Director of Community Development of a framework for a reciprocal use agreement or CC&Rs for private recreational amenities to be available for use by homeowners within the applicable Development Districts. If the master developer elects to allow reciprocal use among homeowners in other Development Districts of certain amenities, the use agreement or CC&Rs shall be finalized and executed to incorporate each subsequent district prior to the issuance of the first building permit for any dwelling unit other than model homes in that subsequent district.
- P. *Orange Bike Program.* The developer shall incorporate a bike share program into their development program that takes advantage of, and expands upon, the "Orange Bike Program" being implemented by the Great Park Corporation with an emphasis on connecting the Great Park Neighborhoods to the Great Park. The bike share program shall tap into marketing opportunities for other existing programs that exist regionally, such as the one that currently exist at the University of California, Irvine. In addition, the program shall be promoted through the developer's home sales program.
- Q. *District character.* Each neighborhood within Planning Area 51 has a distinct character:
 - i. *Development District 1:* A horizontally mixed-use community featuring a significant main-street style town center and employment area. With up to approximately 1.5 million square feet of nonresidential uses, this district may contain a variety of land uses and businesses including, among other uses, commercial services, entertainment, hotel, accessory retail and restaurants; office, medical and research facilities; amenities such as a civic facility, schools, religious institutions, child care, and neighborhood parks. A FAR range from 0.25—1.5 allows for both a low-level campus-like setting as well as higher-density, multi-story buildings.

The circulation within the residential uses consists of a modified grid network, creating multiple vehicular, bicycle, and pedestrian routes. Tree-lined streets with wide landscaped parkways are located throughout the residential neighborhoods and emphasize a small-scale community atmosphere.

The nonresidential uses are generally west of "O" Street and along Trabuco, the main western gateway to the OCGP. Allowing up to 2,226 dwelling units, this district offers a highly diverse residential market: multifamily attached, single-family attached, single-family detached, and may include affordable units.
 - ii. *Development District 2:* Employment center dedicated to low- to mid-rise buildings housing a variety of uses including, among other uses, high-tech, manufacturing, research and development, and office-style businesses. A FAR range from 0.25—1.5 allows for both a low-level campus-like setting as well as higher-density, multi-story buildings. The land uses will be similar in nature to the nearby Spectrum Planning Areas. District-serving accessory retail is encouraged to serve employees. Nearby arterial Backbone streets with a complete pedestrian sidewalk network are expected in this area to accommodate traffic and pedestrians.
 - iii. *Development District 3:* Area-wide employment center with a majority of the area dedicated to low- to mid-rise buildings housing a variety of uses including, among other uses, high-tech, manufacturing, research and development, and office-style businesses. A FAR range from 0.25—1.5 allows for both a low-level campus-like setting as well as higher-density, multi-story

buildings. Residential uses are limited to a maximum of 400 dwelling units on 20 percent or less of the district's land area and are intended to allow for the possibility for high density (average densities of 20 du/ac or greater) and/or affordable dwelling units located in conjunction with the Master Affordable Housing Plan. District-serving accessory retail is encouraged to serve employees. Arterial Backbone streets with a complete pedestrian sidewalk network are expected in this district to accommodate traffic and pedestrians.

- iv. *Development District 4:* Primarily a residential suburban neighborhood providing area-wide services and retail. This community includes a small main-street or town center style commercial district. This neighborhood's circulation consists of a modified grid network, creating multiple vehicular, bicycle, and pedestrian routes throughout the neighborhood. Tree-lined streets with wide landscaped parkways are located throughout, emphasizing a small-scale neighborhood atmosphere. In addition to bordering the OCGP, neighborhood parks are strategically located to put all residents within easy walking distance. A maximum of 1,102 dwelling units will be located in this district, offering a highly diverse residential market: multifamily attached, single-family attached, single-family detached units, and may include affordable housing. Up to 70,000 square feet of neighborhood and OCGP serving commercial land uses are allowed. Other land uses may include, among other uses, schools, religious institutions, and child care facilities.
- v. *Development District 5:* Primarily a residential suburban neighborhood with an average density of 5—12.5 du/ac, characterized by a majority single-family detached, single-family attached product types and may include affordable housing. Nonresidential land uses are limited to 10-percent or less of the district's land area and are intended to provide neighborhood services and/or conveniences. The district is characterized by narrow, slow-speed streets, and pedestrian trails. Other land uses may include, among other uses, schools, religious institutions, and child care facilities. Residential neighborhoods within this district are unique due to the adjacency of the Wildlife Corridor, Agua Chinon Open Space Corridor and the Orange County Great Park. Therefore, open space linkages are abundant for this district encouraging alternative means of transportation, such as walking and bicycling. To accomplish the desired vision, a maximum of 3,700 residential units are allowed along with a maximum of 100,000 square feet of neighborhood serving commercial development.
- vi. *Development District 6:* Mixed-use urban core serving as a regional destination, with nonresidential uses such as, without limitation, mid- to high-rise office, corporate headquarters, research and development, medical, and cultural/institutional/entertainment facilities of regional interest. This district is characterized by a high floor area ratio and a walkable character. Residential neighborhoods will feature high-density, multi-story residential units (average densities of 20 du/ac or greater within the area south of future Marine Way), which may include affordable housing units. Vertical mixed uses within buildings are allowed (i.e., ground floor office or retail with residential above). The development pattern is focused on increasing density with approaching proximity to the Irvine Station. The focus is to create a thriving, walkable, mixed-use community with a diverse mix of land uses, architecture, landmarks and outdoor gathering places to create a walkable urban environment that encourages on-street pedestrian activity and reduces dependence on the automobile for everyday needs. To accomplish the desired vision, this district will contain a minimum of 1,200 dwelling units and a minimum of 150,000 square feet of nonresidential development with a goal of a minimum jobs to housing ratio of 2:1 within one-half mile of the Irvine Station.
- vii. *Development District 7:* This district is a primarily residential suburban neighborhood with a lower average density of 5—10 du/ac for a maximum of 840 dwelling units, characterized by single-family detached, single-family attached products types, and may include affordable housing. Access to regional trails and open space is maximized through the Agua Chinon riding and hiking trail, which bisects the district, and the existing open space to the east (El Toro Wildlife Preserve). Compatible edge conditions and interface is required between the residential uses and these features. Roundabouts, traffic calming devices, narrowed street widths, and

pedestrian trails are characteristic of this district. Other land uses may include, among other uses, schools, religious institutions, and child care facilities.

- viii. *Development District 8:* This district is primarily a residential suburban neighborhood with a lower average density of 5—10 du/ac for a maximum of 892 dwelling units, characterized by single-family detached, single-family attached product types, and may include affordable housing. Less than 10 percent of the district may be designated for neighborhood serving uses including, but not limited to, religious institutions and child care for a maximum of 21,000 square feet. Roundabouts, traffic calming devices, narrowed street widths, park space, and pedestrian trails are characteristic of this district.

Notes:

1. The maximum number of residential dwelling units per Development District can be increased by up to 10% of the total allowable dwelling units in Planning Area 51 as long as the total number of units within Planning Area 51 does not exceed the total established in Section 9-51-3 (Statistical Analysis). Any increase to the number of residential units designated in an approved Master Plan will require a modification to said Master Plan in accordance with Chapter 2-19.
 2. The maximum amount of nonresidential square footage mentioned above can be increased by up to 10% in District 1, 5% in District 4, and 1% in Districts 5 and 8, based on the total allowable nonresidential square footage in Planning Area 51 as long as the total square footage within Planning Area 51 does not exceed total established in Section 9-51-3 (Statistical Analysis).
- ix. *Development District 9:* in Zoning Ordinance Section: Employment center with a majority of the area dedicated to low- to mid-rise buildings housing a variety of uses including, among other uses, high-tech, manufacturing, research and development, and office-style businesses. A FAR range from 0.25-1.5 allows for both a low-level campus-like setting as well as higher-density, multi-story buildings. District-serving accessory retail is encouraged to serve employees. Nearby arterial Backbone streets with a complete pedestrian and bicycle sidewalk network are expected in this area to reduce traffic and accommodate pedestrians.
- R. *Alternative setback standards.* Alternative setback standards for setbacks internal to the planning area may be approved in conjunction with any subsequent Planning Commission approval. A description of the proposed setbacks and how they differ shall be submitted. The Planning Commission will consider the following criteria and make appropriate findings, if necessary:
1. *General character.* Relationship in scale, bulk, coverage, and density with surrounding land uses.
 2. *Quality of Life.* Whether the proposed alternative standard will result in an adverse impact on existing neighborhoods.
 3. *Suitability.* The physical suitability of the site for the proposed project.
 4. *Limitations.* Such setbacks shall not be used to deviate from setbacks established for village edges.
- S. *Nonresidential land use conversions.* The "Heritage Fields Project 2012 General Plan Amendment and Zone Change Traffic Impact Analysis, approved (insert approval date) 2013" or subsequent traffic analysis approvals amending these assumptions analyzed 1,318,200 square feet of Multi-Use (Office) in Planning Area 51. If any other nonresidential land uses within the 8.1 TTOD Zoning District are proposed in lieu of Multi-Use (Office), the square footage may be adjusted accordingly within the Zoning Statistical Table without the need for a zone change.
- T. *Future traffic analysis.* Subsequent discretionary applications shall require further traffic analysis, if revisions occur that are different (i.e., creates materially different trip generation resulting in new or altered traffic impacts) than the assumptions in the "Heritage Fields Project 2012 General Plan Amendment and Zone Change Traffic Impact Analysis, approved (insert approval date) 2013" or

subsequent traffic analysis approvals amending these assumptions. The traffic analysis for the conversion, depending on the proposed use, may include a long-term/General Plan build-out analysis. This requirement will address any land use conversions between Multi-Use (Office) and other nonresidential land uses as provided in Section 9-51-6.S (Land Use Conversions) that differ from those assumed in the 2012 traffic analysis and approval or subsequent approvals and that may result in new or altered traffic impacts. Any future traffic analysis shall be used to update the Great Park Development Monitoring Database. Notwithstanding the requirements of City Council Ordinance 03-20 (The NITM program), The Director of Community Development may waive this requirement if the applicant can demonstrate that these revisions do not result in significant differences compared to the underlying traffic analysis.

- i. Conversion to other nonresidential uses within the Multi-Use category is subject to a traffic analysis to assess traffic impacts due to the change in land use. To the degree other uses are proposed above their maximum limits, a corresponding adjustment in allowable Multi-Use (Office) intensity shall occur in terms of equivalent traffic generation based on a.m. peak, p.m. peak, and average daily trips (ADT). The adjustment will be based on Socioeconomic (SED) trip rates derived from ITAM 8.4-10, and using an average trip generation rate (12.55 ADT, 1.13 a.m. peak hour trips, 1.21 p.m. peak hour trips per 1,000 square feet of office use) and applicable rates for any proposed non-office use based on trip generation rates in table 3-1 of the approved "Heritage Fields Project 2012 General Plan Amendment and Zone Change Traffic Impact Analysis, approved (insert approval date) 2013." If the proposed non-office use and associated trip generation rate is not included in table 3-1, the Director of Community Development shall approve the application of an appropriate rate.
- U. *Land sales - special development requirements.* Any purchase agreement for the sale of land for initial development (excluding sales once the initial development has occurred and excluding sales for public uses) in PA 51 shall include a recorded deed or special land use restriction (SLUR) or covenants, conditions and restrictions (CC&Rs) document with the following:
 - i. The legal tract and lot number(s);
 - ii. County Recorder's recordation number which will be reflected on the recorded grant deed;
 - iii. The maximum number of residential units (by type - single-family or multifamily); and
 - iv. The maximum nonresidential square footage by land use with maximum ADT.

The SLUR, and any subsequent modification to the SLUR, shall be recorded by the County of Orange Recorder's Office. Within 30 days of recordation (or any amendments thereafter), the developer shall provide documentation of the information identified in Section 9-51-6.D.d.i—iv above to the Director of Community Development.

4.1

Memo


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SEP 11 2017

CITY OF IRVINE
CITY MANAGER'S OFFICE

To: Sean Joyce, City Manager
From: Jeffrey Lalloway, Councilmember 
Date: September 11, 2017
Re: **Continued City Support for Partnership for Educational Excellence**

Please place an item on the September 26, 2017 agenda to discuss the City's continued support for schools through the City's *Partnership for Educational Excellence*, which expires in June 2018.

The City of Irvine's *Partnership for Educational Excellence* provides direct funding for Irvine students' academic performance and class size support measures in two programs: the Educational Partnership Fund (EPF) and the Challenge Match Grant Program with matching funds. The City has provided funding to Irvine schools and students through the EPF Program since 2006 and through the Challenge Match Grant Program since 2008.

In January 2016, the City Council approved the uninterrupted financial support of public schools by approving the *Partnership for Educational Excellence*, providing \$2.5 million for a streamlined EPF program and \$1.5 million for the Challenge Match grant program for FY 16-17 and 17-18. As funding authorization approaches its final year (it expires June 30, 2018), I request that we discuss extending its provisions to allow our school district partners adequate time for budget planning.

The EPF program has been successful in supporting school nurses, guidance programs and providing other classroom supplies and staff support. Additionally, the Challenge Match Grant program has proven successful by helping community fundraising that matches the City's contribution. These are important programs that help the school districts remain among the very best programs in the country.

I look forward to input from my colleagues, and support to direct staff to return with appropriate implementing resolutions to continue the City's financial support of our schools for FY 18-19 and 19-20, consistent with the same implementation details, amount of funding, manner of distribution, funding recipients, and programs to fund.

cc: City Council
City Attorney
City Clerk