



SUPPLEMENTAL AGENDA*

Donald P. Wagner
Mayor

Christina Shea
Mayor Pro Tempore

Melissa Fox
Councilmember

Farrah N. Khan
Councilmember

Anthony Kuo
Councilmember

CITY COUNCIL REGULAR MEETING

January 22, 2019
4:00 PM

City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

*** NOTE: ITEMS WITH AN ASTERISK (*) INCLUDE THE FOLLOWING CHANGES TO THE MEETING AGENDA ORIGINALLY PUBLISHED ON JANUARY 10, 2019:**

- 1. ITEM 2.8 ADDED**
- 2. ITEM 3.1 ADDED**

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE



INVOCATION

1. PRESENTATIONS

1.1 Proclaim February 11, 2019 as "Irvine 2/11 Marine Battalion Day"

1.2 Greater Irvine Chamber of Commerce

1.3 Assumptions and Baseline Projections for Fiscal Year 2019-21 Two-Year Budget and Fiscal Year 2019-24 Five-Year Plan

ACTION:

Receive assumptions and resulting baseline projections for the Fiscal Year 2019-21 Two-Year Budget and Fiscal Year 2019-24 Five-Year Financial Plan, for the City's General Fund, as well as details on Gas Tax, Building and Safety, and Development Services Funds. The Orange County Great Park fund baseline assumptions will be presented separately in March 2019.

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.

2. 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.

2.1 MINUTES

ACTION:

Approve the minutes of a regular meeting of the Irvine City Council held on December 11, 2018.

2.2 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

2.3 2019 CITY COUNCIL MEETING CALENDAR

ACTION:

Approve the proposed 2019 City Council Meeting Calendar.

2.4 EXCLUSIVE NEGOTIATING AGREEMENT WITH PRETEND CITY FOR A CHILDREN'S MUSEUM AT THE ORANGE COUNTY GREAT PARK

ACTION:

Approve the attached Exclusive Negotiating Agreement with Pretend City, Children's Museum of Orange County and authorize the City Manager to execute.

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

2.5 RECOMMENDED REALIGNMENT OF DEPARTMENT DIRECTOR POSITIONS TO REFLECT BEST PRACTICES AND ADDRESS INTERNAL EQUITY

ACTION:

- 1) Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING A CLASSIFICATION AND COMPENSATION POLICY FOR MANAGEMENT AND NON-REPRESENTED EMPLOYEES (EXEMPT) OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 18-59, WHICH IS INCONSISTENT THEREWITH
- 2) Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING FULL-TIME POSITIONS IN ACCORDANCE WITH THE PROVISIONS OF COMPENSATION RESOLUTIONS AND THE OPERATING BUDGET FOR THE 2018-19 FISCAL YEAR, AND SUPERSEDING RESOLUTION NO. 18-60, WHICH IS INCONSISTENT THEREWITH

- 3) Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING THE SALARY GRADE ORDER STRUCTURE AND SALARY RANGES FOR EMPLOYEES OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 18-61, WHICH IS INCONSISTENT THEREWITH

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

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

ACTION:

Receive and file.

2.7 ADOPT A RESOLUTION MODIFYING THE COMPOSITION AND RESPONSIBILITIES OF CIRCULATION PHASING TASK FORCE

ACTION:

Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, SUPERSEDING ALL PORTIONS OF PREVIOUS RESOLUTIONS THAT PERTAIN TO THE COMPOSITION AND RESPONSIBILITIES OF THE CITYWIDE CIRCULATION PHASING TECHNICAL ADVISORY COMMITTEE AND TASK FORCE

2.8 * COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS

ACTION:

- 1) Approve Councilmember Kuo's request for Community Partnership Fund Grant nomination to Irvine Youth Volunteers, Inc. in support of the Irvine Police Explorers (\$500).
- 2) Authorize the City Manager to prepare and sign the funding agreement listed in Action 1.

3. COUNCIL BUSINESS

3.1 * CONSIDERATION OF COUNCILMEMBER KUO'S REQUEST FOR AMENDMENTS TO SECTIONS 1-2-202 AND 2-2-213 OF THE IRVINE MUNICIPAL CODE

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

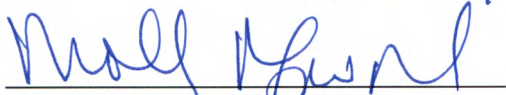
To minimize distractions, please be sure all personal communication and electronic devices are turned off or on silent mode.

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 January 17, 2019 by 7:45 pm as well as on the City's web page.



Molly McLaughlin, MPA
City Clerk

PRESENTATIONS

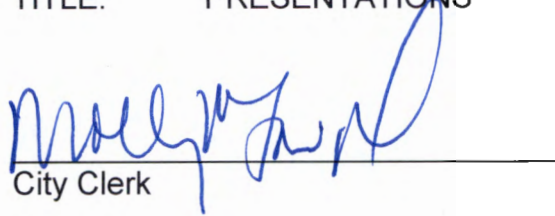
1.1-1.3



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 22, 2019

TITLE: PRESENTATIONS



City Clerk

RECOMMENDED ACTION:

1. Proclaim February 11, 2019 as "Irvine 2/11 Marine Battalion Day"
2. Irvine Chamber of Commerce
3. Assumptions and Baseline Projections for Fiscal Year 2019-21 Two-Year Budget and Fiscal Year 2019-24 Five-Year Plan

1.1

 CITY OF IRVINE 

Proclamation

IRVINE 2/11 MARINE BATTALION DAY FEBRUARY 11, 2019

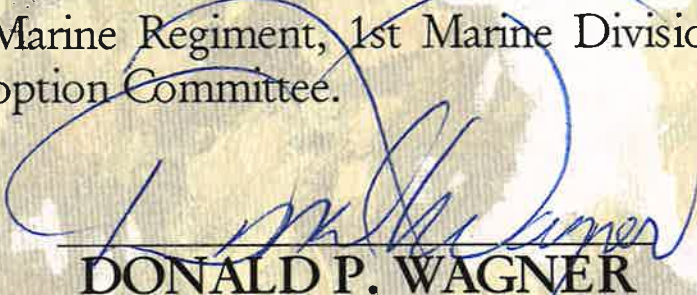
WHEREAS, the City of Irvine has a long-standing relationship with the United States Armed Forces and provides ongoing recognition and support to active duty personnel, reservists, and veterans through programs, services, and events; and

WHEREAS, in 2007, the City of Irvine adopted the 2nd Battalion, 11th Marine Regiment, 1st Marine Division (2/11 Marines), currently comprised of approximately 750 active Marines and Sailors who bravely protect the rights and freedoms of the United States, its Allies, and people around the world; and

WHEREAS, through the adoption of the 2/11 Marines, the City of Irvine supported the development of the Irvine 2/11 Marine Adoption Committee, a volunteer-coordinated 501(c)3 organization that serves as a liaison between the City, the community, and the Marines; and

WHEREAS, the Irvine 2/11 Marine Adoption Committee, in partnership with the City of Irvine, provides valuable programs and financial support to the 2/11 Marines, Sailors and their families, which include “Welcome Home” packages, toy drives, care packages, and support for their annual Family spring, summer and Christmas events.

NOW, THEREFORE, the City Council of the City of Irvine **DOES HEREBY PROCLAIM** February 11, 2019 as “**Irvine 2/11 Marine Battalion Day**” in the City of Irvine, and recognizes the outstanding work and dedication of the Marines and Sailors of the 2nd Battalion, 11th Marine Regiment, 1st Marine Division and the Irvine 2/11 Marine Adoption Committee.



DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
JANUARY 22, 2019



ORAL PRESENTATION ONLY

1.2

1.3



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 22, 2019

TITLE: ASSUMPTIONS AND BASELINE PROJECTIONS FOR FISCAL YEAR 2019-21 TWO-YEAR BUDGET AND FISCAL YEAR 2019-24 FIVE-YEAR PLAN

Director of Administrative Services

City Manager

RECOMMENDED ACTION

Receive assumptions and resulting baseline projections for the Fiscal Year 2019-21 Two-Year Budget and Fiscal Year 2019-24 Five-Year Financial Plan, for the City's General Fund, as well as details on Gas Tax, Building and Safety, and Development Services Funds. The Orange County Great Park fund baseline assumptions will be presented separately in March 2019.

EXECUTIVE SUMMARY

On November 27, 2018 the City Council adopted a two-year budget cycle, beginning with Fiscal Year (FY) 2019-20. The two-year budget is developed in the context of a comprehensive five-year financial plan.

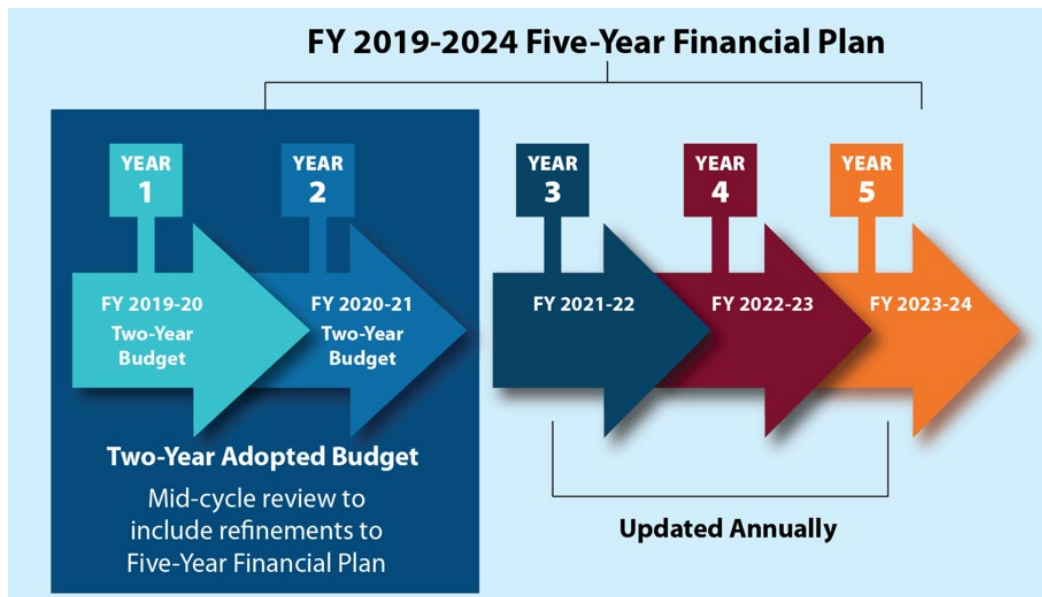
The development of a baseline budget starts with detailed five-year financial plans prepared by each City department for their respective funds, including revenues, expenditures, and staffing. The baseline five-year projections are based on certain assumptions about revenue and expenditure growth, taking into account the anticipated increases in development, changes in population resulting in increases in service demands. This report discusses the **assumptions** utilized to prepare the baseline financial projections for revenues and expenditures, including staffing, for the General Fund as well as the City's major funds.

Based on these assumptions, financial **projections** for the next five years are presented along with **balancing principles** in cases where shortfalls are projected.

This report provides details on the following major City funds:

Major Fund	FY 2019-20 Annual Baseline Expenditure	Five-Year Outlook
General Fund	\$216.5 million	Annual baseline shortfalls are projected, as high as 8.4 percent of the baseline budget and ranging from \$11-16 million over the five-year period. The deficits are a reflection of flattening revenues (particularly sales tax) that are no longer sufficient to cover the increasing expenses, primarily personnel costs and contracted services. Balancing measures will focus on revenue enhancements, fee updates, shifting costs to special funds, and minimizing service impacts through reduction of vacancies and under-utilized positions.
Special Funds		
Development Services Fund	\$3.1 million	The five-year outlook for development case processing for activities such as General Plan amendments, zone changes, master plans, and transportation impacts projects a steady decline of revenues due to anticipated lower development as the City approaches build out. Balancing measures include implementation of the recommended fee increase proposed by the recently completed Citywide cost analysis and the careful reduction of contract labor used to meet customer service goals and the elimination of a vacant extended-part-time assistant planner position.
Gas Tax	\$3.3 million	State law requires Gas Tax funds to be utilized solely for street-related purposes. Revenues are expected to grow at a steady rate over the next five years; however, Gas Tax is subject to changes from the State.
Development Engineering Fund	\$1.5 million	Development activity is steadily declining as the City approaches build out. Based on current projections, revenues and expenditures during the five-year outlook are projecting an 11 percent decrease in FY 2019-21 and remaining flat the remainder of the baseline forecast.
Building and Safety Fund	\$13.7 million	The five-year outlook for development processing for activities such as plan check, inspection and permit issuance, projects a steady decline of revenues due to anticipated lower development as the City approaches build out. Balancing measures include implementation of the recommended fee increase proposed by the recently completed Citywide cost analysis and the careful reduction of contract labor used to meet customer service goals.
<i>Special Funds include baseline operating expenditures and exclude transfers.</i>		

The City's baseline Five-Year Financial Plan forms the foundation for the Two-Year Budget. Once the assumptions, projections, funding priorities and balancing guidelines are discussed with the Finance Commission and City Council, and presented to the residential and business community, a balanced budget will be developed and presented in April. Orange County Great Park baseline assumptions will be presented separately in March. Upon approval in June, the two-year budget will go into effect on July 1, 2019, with quarterly financial updates each year and budget revisions, as necessary, every year. FY 2019-24 General Fund Baseline Assumptions Fiscal Summary and the Two-Year Budget Development Cycle are included as attachments.



COMMISSION/BOARD/COMMITTEE RECOMMENDATION

The Finance Commission reviewed the five-year forecast assumptions and projections at the January 7, 2019 meeting. Committee members pointed to three budget priorities:

- Creating a plan to fund the City's infrastructure needs, including building deferred maintenance, rehabilitation, and future replacement costs.
- Reducing overall expenditures to create structural balance, as opposed to one-time measures to shift spending to special funds.
- Ensuring that City fees fully capture the cost of providing services, including the unfunded pension liability.

City staff will address the above concerns when financial policies are presented to the Finance Commission and the City Council in March 2019. The March presentations will include depreciation, repair and replacement schedules for the City's key assets:

buildings, vehicles, and technology. In addition, the most recent cost studies will be presented as back-up for the recommended fee adjustments.

ANALYSIS

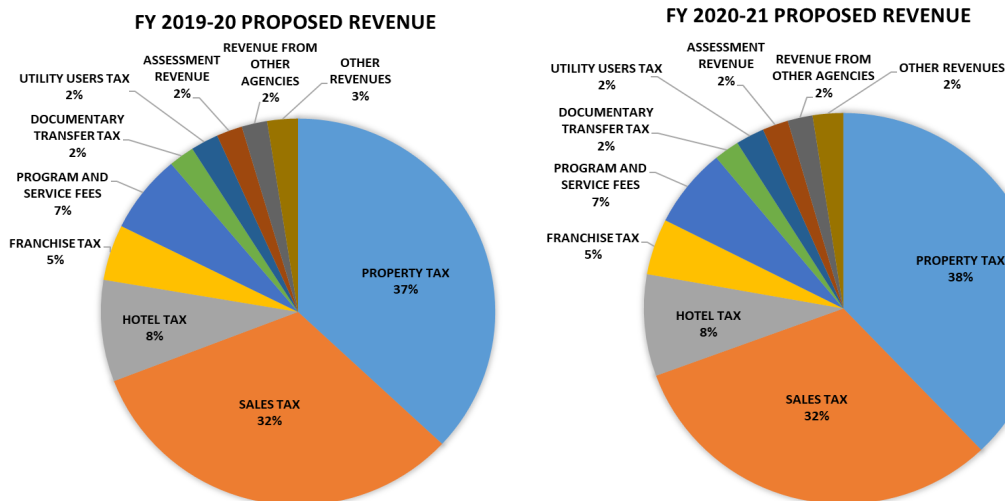
Although revenues are continuing to grow at approximately 3 percent with the development and expansion of the City, staff projects that expenditure growth will continue to outpace revenue growth. The FY 2019-24 General Fund Baseline Assumptions Fiscal Summary with historical data and the five-year outlook are provided in Attachment 1.

A. GENERAL FUND FORECAST

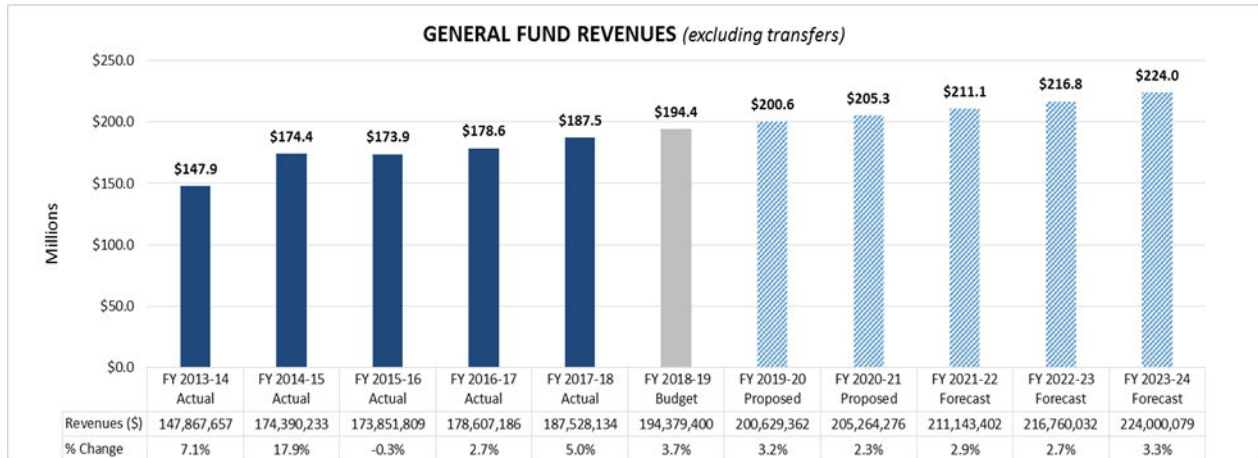
Revenues

Revenue estimates are developed by the City's central budget office with input from departmental budget experts using a variety of techniques, including trend analysis, judgmental forecasting, and expert opinion. Trend analyses utilized in these forecasts take into account historical revenue performance modified for known anomalies. Staff relies on outside expert opinion from a variety of sources that include the Chapman Economic & Business Review, the UCLA Anderson Economic Outlook, the Los Angeles Economic Development Corporation (LAEDC), the City's sales tax and property tax consultants HdL Coren & Cone (HdL), and reports from various state and federal agencies. The baseline assumptions incorporate these various information sources and analytical methods, and take into account national, state, and local economic conditions as well as legislative and development factors.

Three major revenue sources (property tax, sales tax, and hotel tax) make up approximately 77 percent in FY 2019-20 and 78 percent in FY 2020-21 of General Fund revenues.



Overall General Fund revenues, excluding transfers-in, are anticipated to grow at a moderate rate of 2-3 percent in the next five fiscal years. In comparison, these revenues grew by approximately 5 percent in FY 2017-18. The increase in operating revenue is due primarily to growth in property tax, hotel tax, and program and service fees. The chart below displays the five-year historical and projected trends of revenue sources in the General Fund, excluding transfers.

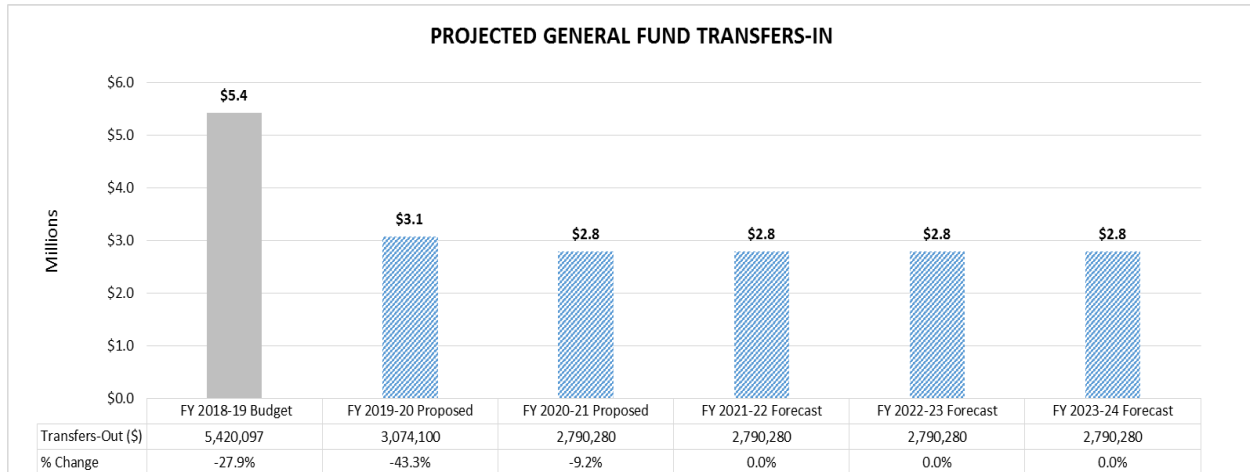


- **Transfers**

Transfers-in for FY 2019-20 include revenues and reimbursements, which consist of a share of the development revenues collected for development case processing and reimbursement for services and special events. Total transfers-in to the General Fund of \$3.1 million is lower than the prior year due to the one-time transfer from the Contingency Reserve Fund to balance the FY 2018-19 budget and anticipated decreases in development revenues. Baseline transfers-in include:

- Overhead and operating reimbursements which are direct costs of development related services that are budgeted in special funds. A portion of the fee revenues attributable to overhead support costs are shown as a transfer-in to the General Fund to reimburse the City for general overhead support. As per the most recent citywide cost study, 13.5 percent of all revenue in the Development Services and Building and Safety Funds, and 20 percent of all revenue in the Development Engineering Fund, is transferred to the General Fund to fund citywide overhead costs. In FY 2019-20, the overhead reimbursement transfer-in baseline estimate is \$2.8 million. This is lower than the previous year by \$228,997 due to lower development activity.
- A \$100,000 transfer to the General Fund from the Orange County Great Park Fund to reimburse for the time Council Executive Assistants work on Orange County Great Park matters. This practice was established in FY 2007-08 to promote administrative efficiency.

- The transfers-in category also includes a \$87,500 transfer (or 25 percent of the anticipated net cost) of the Irvine Global Village Festival (IGVF) from the Great Park Fund to the General Fund to cover the Great Park's share of the IGVF costs.



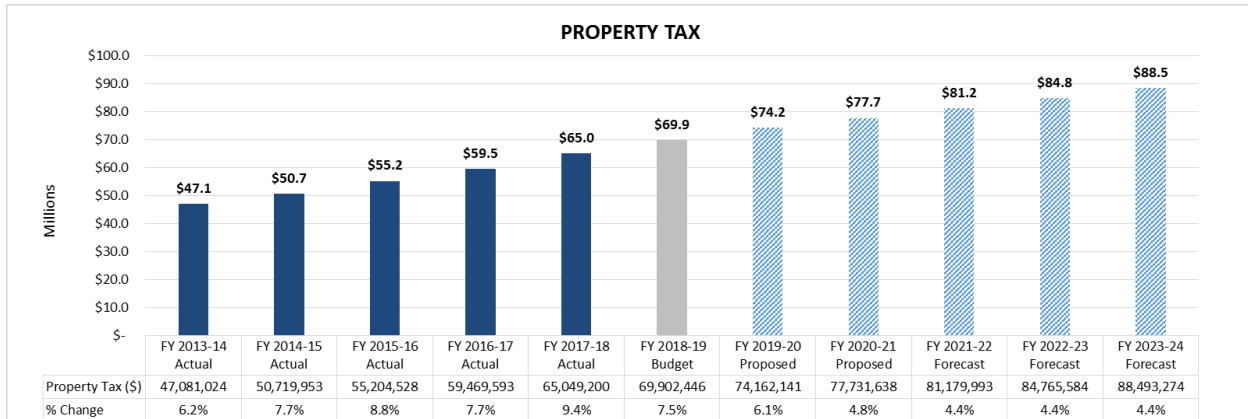
- Property Tax**

Property tax is a tax imposed on the value of real property, such as land and buildings. Property tax revenue is collected by the County and allocated according to state law among cities, counties, school districts and special districts. Irvine property owners pay a basic tax equal to 1 percent of the assessed value on real property. The City's General Fund receives approximately 2.7 percent of these 1 percent tax payments, with larger shares going to local schools, community colleges and the Orange County Fire Authority. As part of the State Budget Act of 2004, the legislature reduced motor vehicle license fee (VLF) revenue allocations to cities, replacing this funding with additional property tax allocations that change proportionately with the City's annual assessed valuation ("property tax in-lieu of VLF" revenue). The City also receives "no-low" property tax payments that provides a "floor" for the City's share of overall property tax payments. Including all these sources, Irvine receives approximately 9 cents of every dollar of property tax collected.

The City's property tax revenue has grown exponentially reflecting both new development and increasing property values in Irvine. After the recession, growth began in FY 2012-13 and is expected to continue through FY 2023-24. Home prices continue to increase and housing demand, especially in the new home market, remains healthy. Although prices remain strong, assessed values are anticipated to soften to 4 percent, in comparison to the 8 to 9 percent growth seen in previous years.

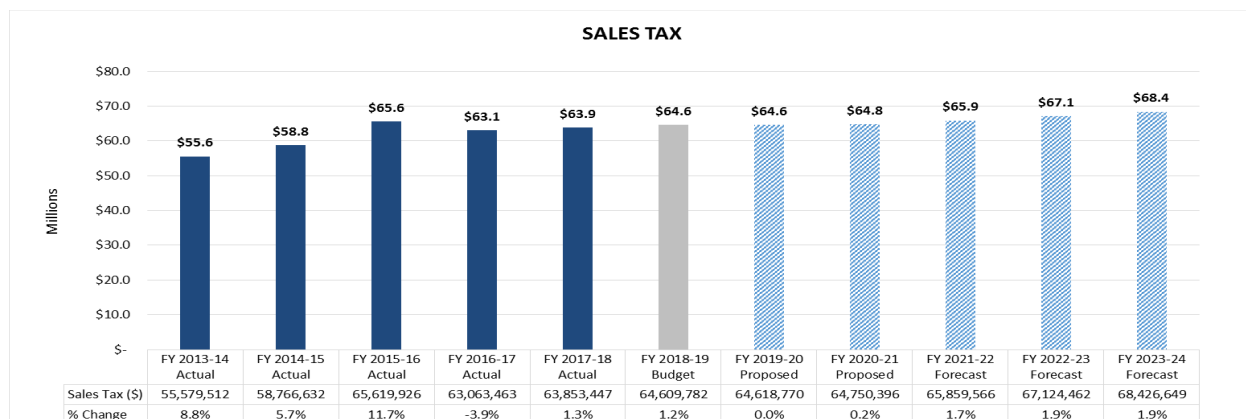
The City, working with its property tax consultant, HdL, forecasts property tax revenue using four factors: property turnover, pricing and appeals exposure, new construction activity, and Proposition 13's annual inflation adjustment. Property turnover occurs due

to transfer of ownership with an assessed value change. Proposition 8 allows homeowners to appeal their assessed value when the property has a decline in value. Under Proposition 13 tax reform, property tax value were rolled back and frozen at the 1976 assessed value level and increases on any given property are limited to no more than 2 percent per year as long as the property is not sold. Based on these factors, the City's property tax revenues are projected to increase 6.1 percent in FY 2019-20, 4.8 percent in FY 2020-21, and 4.4 percent annually in the last three years.



- Sales Tax**

Sales tax is imposed on the total retail price of tangible personal property (excluding a variety of state mandated exemptions), while use tax is imposed on the purchaser for eligible transactions when sales tax has not been collected. The sales and use tax rate in Orange County is 7.75 percent. Irvine receives 1 percent from the California Board of Equalization of all taxable sales occurring within the City. The City works closely with its sales tax consultant, HdL, in forecasting sales tax revenue. Based on HdL's analysis of the trend in year-to-date tax receipts, macroeconomic conditions (done in collaboration with HdL's partner Beacon Economics) and an examination of local business data, HdL anticipates the City's sales tax revenue flattening in the next two years, and growing only slightly, at less than 2 percent, in the last five years. The moderate growth in the latter part of the forecast reflects the anticipated addition of the Lamborghini and McLaren auto dealers, growth in the Irvine Business Center and Spectrum, and positive influences of the Shop Irvine initiative.

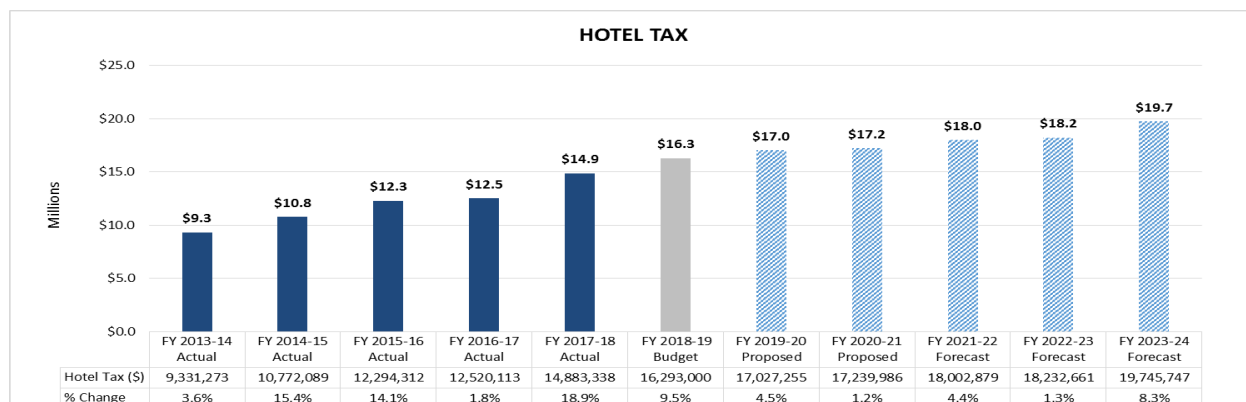


- Hotel Tax**

Hotel tax (also known as transient occupancy tax or TOT) is an 8 percent tax applied to the cost of hotel or other lodging stays of less than 30 days and is entirely accounted for in the General Fund. In addition to the City's base 8 percent hotel tax, the City's hotel improvement district (HID) collects a 2 percent assessment, also applied to hotel or other lodging stays of less than 30 days. The HID tax is recorded in a special revenue fund with 75 percent of the proceeds designated for the Irvine Chamber of Commerce and the remaining 25 percent used to support City cultural activities.

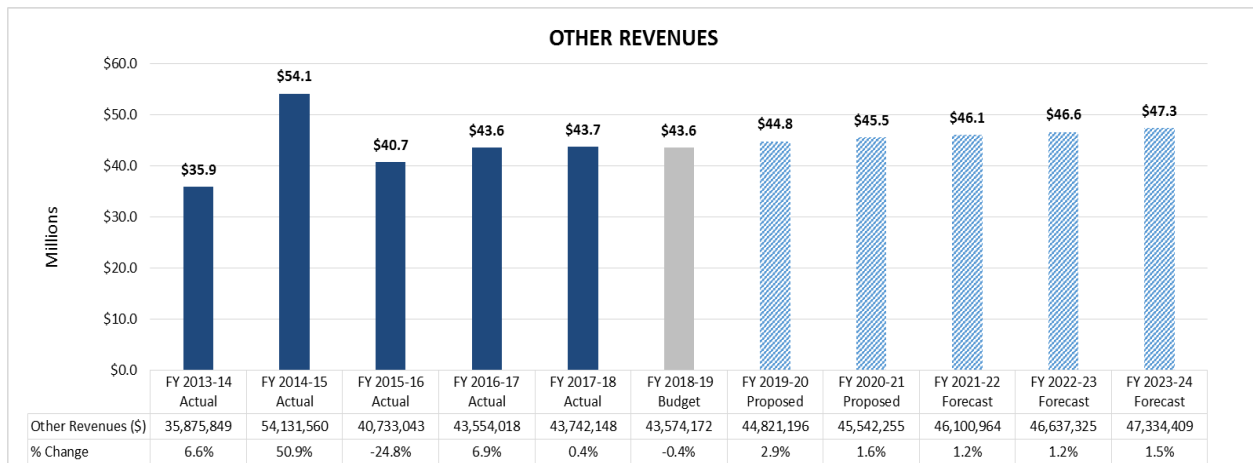
The City's hotel revenues have increased over the past five years with the opening of seven new hotels. The Courtyard by Marriott (Spectrum) opened in FY 2014-15, Hilton Garden Inn opened in FY 2015-16, the Homewood Suites and AC Hotel opened in FY 2016-17, and the Hyatt House, Hampton Inn, and Marriott Irvine Spectrum opened in FY 2017-18.

Additional future growth is expected as a result of three new hotels. The Stay Bridge, Townplace and Landmark hotels are anticipated to open in FY 2019-20, FY 2021-22, and FY 2023-24, respectively. The anticipated increase in the number of passengers traveling through the John Wayne Airport (from 10.8 million to 11.8 million by 2021) will further support this projected growth.



- Other General Fund Revenues**

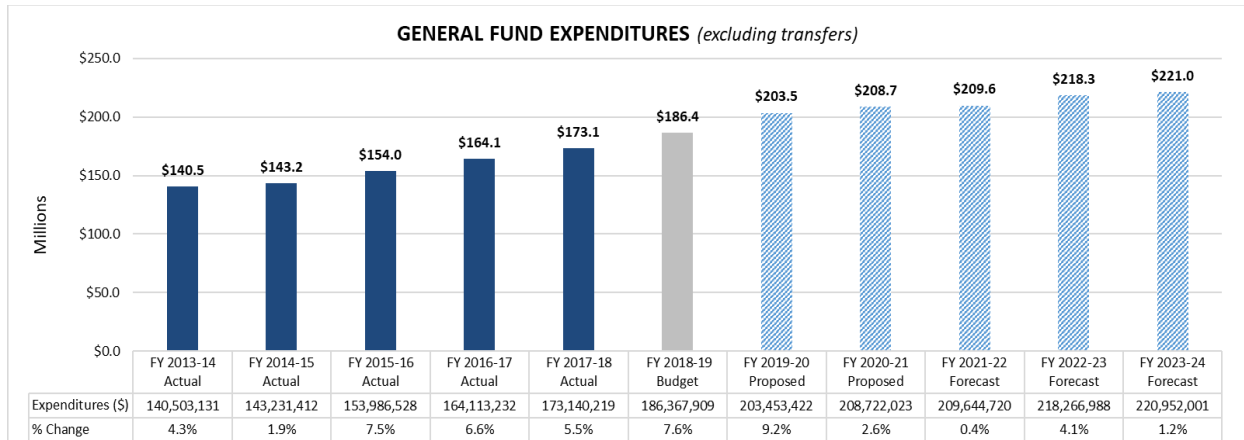
Other revenues account for approximately 22 percent of General Fund income and include documentary transfer tax (2.1 percent), utility users tax (2.3 percent), franchise tax (4.7 percent), licenses and permits (0.2 percent), fines and forfeitures (0.7 percent), revenues from other agencies (2.1 percent), program and service fees (6.6 percent), fees for services (0.8 percent), Hotel Improvement District assessment revenue (2.1 percent) and other miscellaneous items. FY 2014-15 revenues were augmented due to the sale of a property, located in Orange County Great Park, to OCTA, which generated an additional \$14 million. Historical growth rates were used to calculate the revenues for the next five years on many of the revenue categories in this group.



Expenditures

Irvine continues to grow and mature, resulting in an increasing demand for City services, infrastructure maintenance, and repair needs. The five-year expenditure forecast, with input from individual departments, takes into consideration these anticipated needs.

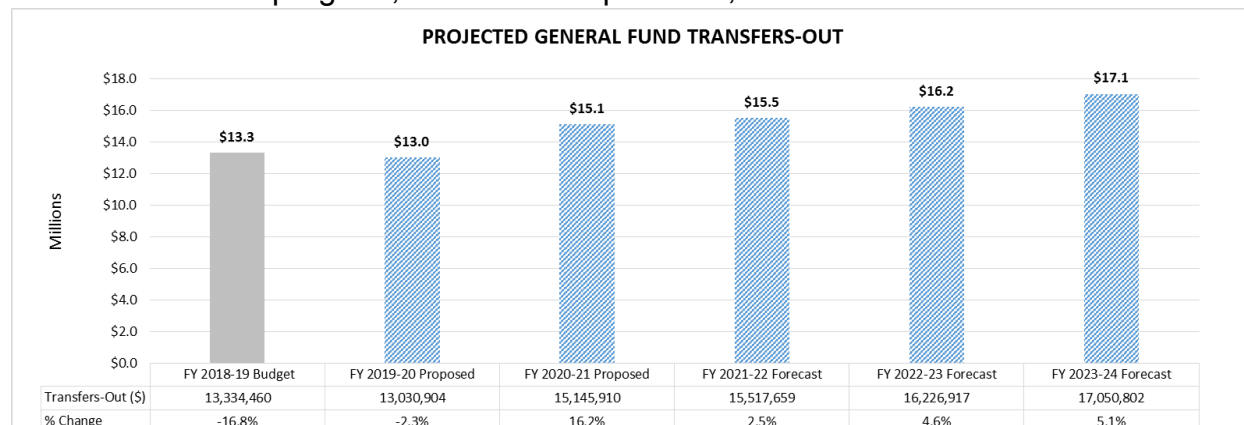
Overall, General Fund expenditures, excluding transfers-out, are anticipated to increase 9.2 percent in FY 2019-20, 2.6 percent in FY 2020-21, 0.4 percent in FY 2021-22, 4.1 percent in FY 2022-23, and 1.2 percent in FY 2023-24. The increase in operating expenditures is primarily due to growth in retirement, contract services, and internal service costs such as information technology, mail and print services, fleet and facility maintenance. The lower rate of growth in FY 2021-22 is due to the anticipated CalPERS pay down plan savings. The chart below displays the five-year historical and projected trend of expenditures in the General Fund, excluding transfers.



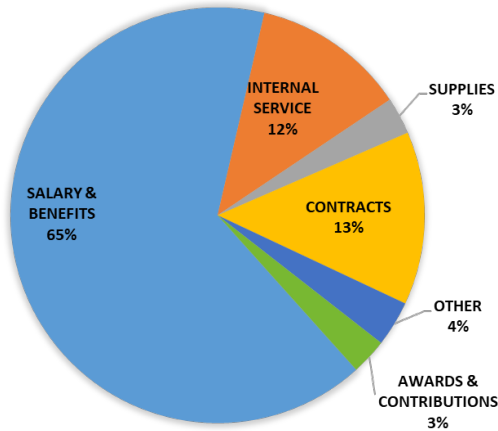
Transfers-out include additional funding of \$2 million for the pension pay down plan to continue reducing the unfunded liabilities and help stabilize and mitigate future pension costs.

Baseline assumptions for transfers-out also include:

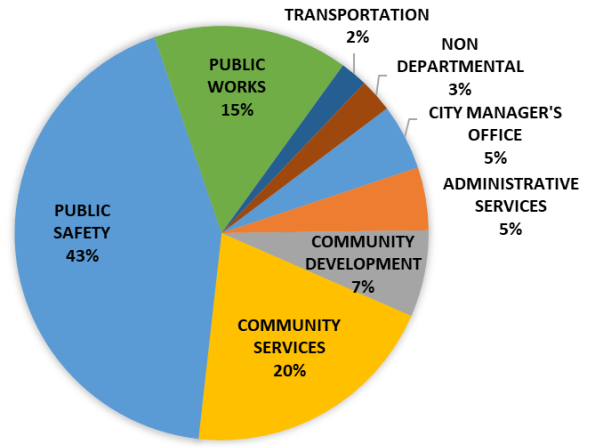
- \$4 million in direct support to Irvine's schools based on the 2016 City Council adopted Partnership for Educational Excellence program.
- Approximately \$5 million a year for landscape, lighting, and park maintenance at neighborhood and community parks citywide from the General Fund. The remaining program cost (approximately \$13.9 million) is funded by assessments to property owners, property tax, and miscellaneous revenues.
- Set asides for workers compensation and general claim payouts and associated insurance, based on the 70 percent funding policy. These set asides increase from \$1.4 million in FY 2019-20 to \$5.4 million in FY 2023-24.
- Approximately \$500,000 annually to support senior programs such as the home delivered meal program, nutrition transportation, and in-home services.



**FY 2019-20 GENERAL FUND EXPENDITURES
BY CATEGORY**



**FY 2019-20 GENERAL FUND EXPENDITURES
BY DEPARTMENT**

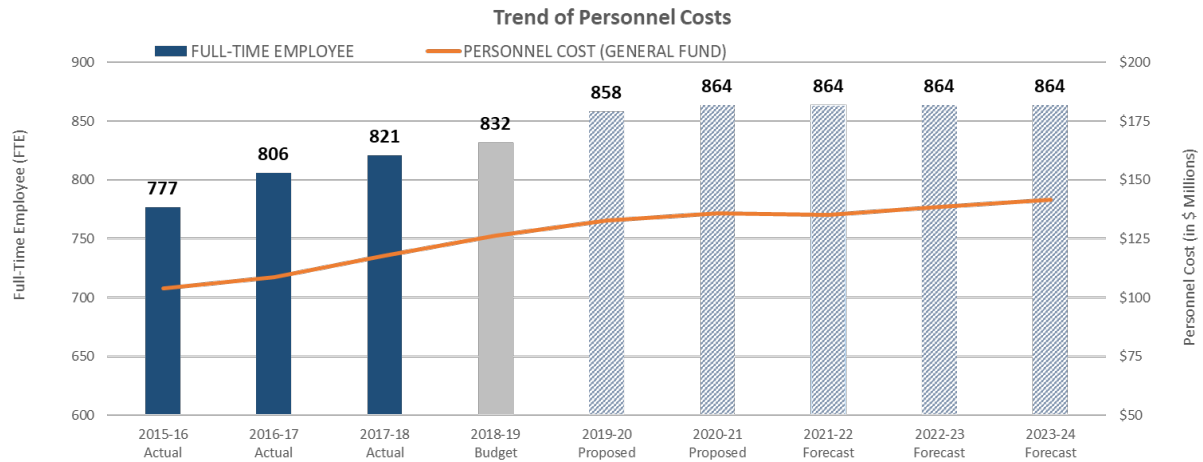


- *Personnel*

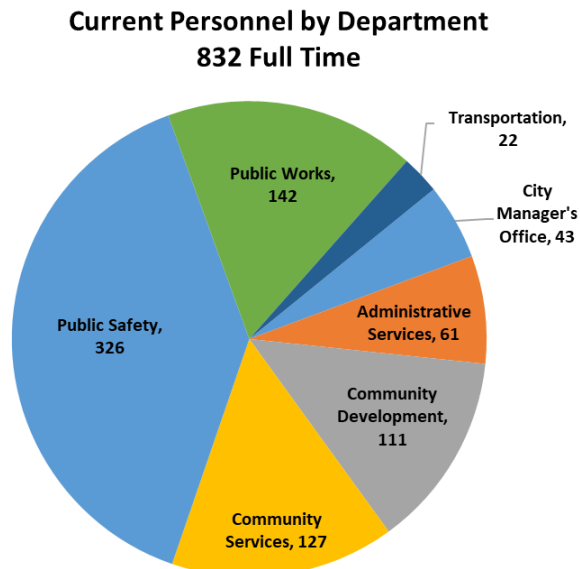
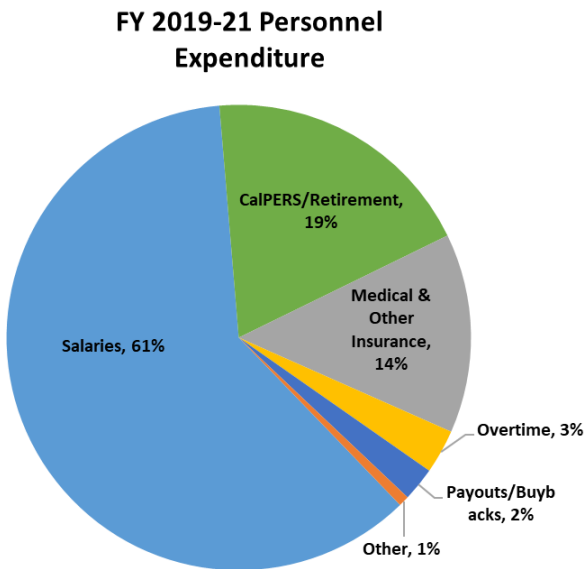
Personnel costs represent 65 percent of the City's General Fund expenditure in FY 2019-21. Mindful of the increasing costs of California Public Employees Retirement System (CalPERS), City Council implemented a plan in 2013 to pay down the City's unfunded pension liabilities and help stabilize future pension costs. The results of this prudent fiscal initiative is a substantial drop in pension costs beginning in FY 2021-22, from \$27.6 million to \$25.0 million or a 9.3 percent decrease compared to the prior year.

Overall, personnel costs are projected to increase annually an estimated 2.2 percent over the next five years.

- Baseline assumptions include merit increases mandated by labor agreements.
- Historically, City positions have stayed vacant for a period of time while recruitments are conducted, a vacancy rate of 3 percent is assumed for sworn positions and 5 percent for civilians.
- Retirement assumptions have been provided by CalPERS and are discussed in detail below.
- **No cost-of-living adjustments have been factored in at this time.**
- Given growth in City population and developed structures, and the addition of new recreation facilities, staffing is anticipated to increase, especially in Public Safety and Community Services, to meet the needs of the community and ensure the provision of essential services is met.
- The City's health insurance costs related to employees and dependents are projected to increase less than 3 percent compared to historical averages of 6 percent.



Public Safety accounts for 52 percent of General Fund personnel costs in FY 2019-21. Operating departments, including Community Services, Community Development, Public Works, and Transportation makeup 38 percent of General Fund personnel costs in FY 2019-21. The balance of 10 percent is in the City Manager's Office and Administrative Services.



The last five years reflect a steady growth in staffing. The City has added 94 full-time positions and over 97 full-time equivalent part-time positions across all funds.

Full-time Personnel	2013-14 Actual	2014-15 Actual	2015-16 Actual	2016-17 Actual	2017-18 Actual	2018-19 Budget	5 Year FTE Growth
City Manager's Office	40	39	39	41	42	43	3
Administrative Services ¹	48	50	53	53	61	61	13
Community Development	102	108	109	113	114	111	9
Community Services	108	106	118	125	127	127	19
Public Safety	298	302	308	319	322	326	28
Public Works ²	142	143	150	155	139	142	0
Transportation					16	22	22
Total	738	748	777	806	821	832	94

1. GIS transfer of 4 positions from Community Development to Administrative Services in FY 2018-19.

2. Public Works transferred 15.75 positions to create new Transportation Department in FY 2017-18 and Community Development transferred 6 positions in FY 2018-19.

Part-time Personnel	2013-14 Actual	2014-15 Actual	2015-16 Actual	2016-17 Actual	2017-18 Actual	2018-19 Budget	5 Year FTE Growth
City Manager's Office	7.2	10.1	10.1	10.1	7.6	9.5	2.3
Administrative Services	5.3	5.8	4.5	4.5	4.4	4.9	(0.4)
Community Development	1.8	1.8	2.8	2.8	3.3	2.8	1.0
Community Services	197.7	211.8	250.4	262.3	274.8	282.7	85.0
Public Safety	31.0	31.4	33.4	32.9	38.3	38.6	7.7
Public Works	4.3	7.2	6.5	5.2	5.2	5.3	1.0
Transportation					0.0	0.5	0.5
Total	247.3	268.1	307.7	317.9	333.6	344.3	97.1

- Of the 94 new full-time positions, **23 positions**, or 24 percent are Police Officers. For the last five years, Irvine's population increased by an average of 3 percent annually. Correspondingly, calls for service increased by that same average of 3 percent per year, while staffing increased by only 1.8 percent. In 2010, the City's Public Safety Department employed 0.97 officers per 1,000 residents. Today, the ratio is approximately 0.84 officers per 1000 residents. In order to maintain our current service levels, and our response times within reasonable timeframes, it is important to minimally maintain a ratio of 0.85 officers per 1,000 residents. The requests for new sworn positions will maintain this ratio based on the projected population for future years. In addition, the current ratio of Public Safety full-time civilian staff per 1,000 residents is approximately 0.34. Requests for civilian positions seeks to maintain a ratio of 0.35. To maintain the targeted services levels, five police officers, one police sergeant, and three civilian positions are included in the FY 2019-20 baseline assumptions. Additionally, four police officers and one public safety assistant are included in the baseline for FY 2020-21. It is important to note, the City continues to be ranked by the FBI as the safest city of its size in

America, and CEOWorld Magazine recently ranked Irvine as one of the top ten safest cities in the world.

- The Community Services Department has increased by **19 full-time employees and 85 part-time employees** over the past five years to staff programs and services for five new multi-use community centers, four new parks and seven new schools. This increase is directly tied to the City's growth in population and residential development and serves to maintain programming and service levels across 22 community parks, 18 multi-use community centers, and 41 schools. The staffing increase also includes the relocation of full-time staff from Community Development to Community Services for park planning, and additional part-time staff, as required by industry standards and service initiatives, for aquatic safety and animal care. In FY 2019-20, Community Services is requesting an exchange of two extended part-time positions for one full-time position for community facility reservations. This exchange results in a net savings of \$9,973 and a 0.6 full-time equivalent (FTE) reduction. Community Services is also requesting part-time hours totaling 12.02 FTE to support: two new community facilities and parks at Portola Springs and Los Olivos; a new Disability Services center at Sweet Shade Community Park; new camp and after-school programs at Cypress Community Park; increased swim lessons at William Woollett Aquatics Center; and increased customer service coverage at the Fine Arts Center. The total part-time cost is \$436,117 and is completely offset from revenues generated by these new facilities and programs.
- The Community Development Department added **21 new employees and transferred out 12** over the past five years, for a net increase of 9 full-time positions. Growth in development within the City made it necessary to add staff to maintain the highest quality of service levels and meet the demands of the increased workload. A majority of the additional staff were hands-on positions providing services directly to the community, such as inspectors, permit specialists and plan checkers. Twelve positions were transferred out due to the re-organization of City departments, Community Development staff was reduced by 5.5 positions when the Geographic Information Systems (GIS) function was transferred out to Administrative Services, and 6.5 positions were transferred to the Transportation Department.
- The Transportation Department was established in FY 2017-18 to address the City Council's priority of reducing traffic congestion by way of improving the flow of traffic and enhancing alternative transit options throughout the community. The department is currently staffed by transfers of sixteen positions from Public Works and six positions from Community Development. The department develops and implements the City's transportation initiatives, as set by the City Council, including the Active Transportation Plan promoting increased pedestrian and bicycling activities.

- Over the past 5 years, the Public Works Department has added **5 dedicated full-time staff members** to oversee the Landscape and Facility maintenance efforts at the Orange County Great Park to include the hangar, palm court, reflection pond and the recently completed sports complex along with the Upper Bee and Bosque areas. During that same period, the department upgraded four extended part-time (EPT) positions to full-time without increasing the overall number of personnel, and added five additional positions to assist with the increased inventory (new Community Centers, Neighborhood and Community Parks, bike trails, roadways, medians, streetscapes, signalized intersections and other infrastructure elements maintained by the Public Works department).
- The Administrative Services Department has incorporated 13 positions through various organizational restructuring including the integration of the Information Technology (IT) Division, GIS, and staff support. With four positions, the IT Division administers all citywide technology including providing technology leadership, long range planning, infrastructure maintenance, purchasing and contract management, duplicating and print management support to over 1,200 employees and contractors. In addition, four GIS positions were moved from Community Development to Administrative Services in FY 2017-18. Three Human Resource positions, an accountant and one Buyer position were added after a workload assessment showed insufficient staffing in the areas of labor and employee relations and purchasing.
- *Retirement*

The City participates in the California Public Employees Retirement System (CalPERS) to provide retirement benefits to its employees. CalPERS is a defined benefit plan where the participant and the employer contribute to the plan. CalPERS offers benefits for miscellaneous members (those who are not involved in law enforcement) and Safety members (involved in law enforcement, the protection of public safety, or designated by law as local safety). CalPERS establishes an employer rate, which the City must pay for each participating employee, as well an employee rate. The information below represents rates paid by employees and the City.

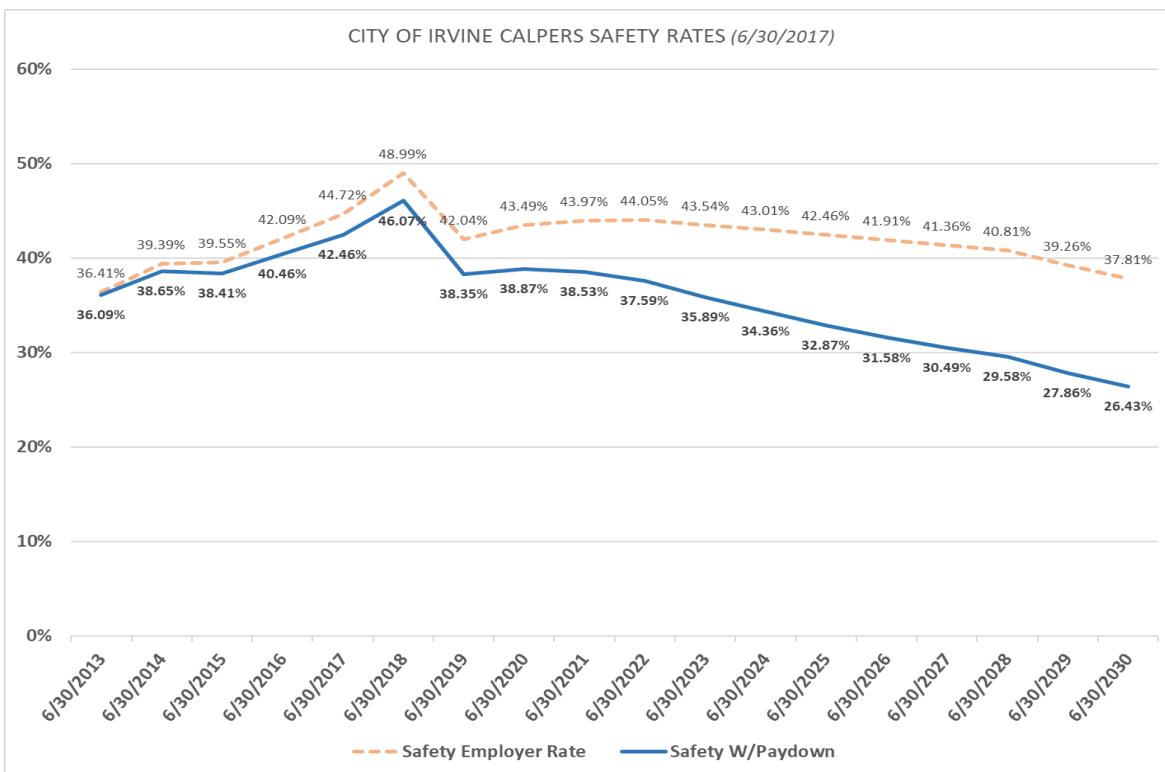
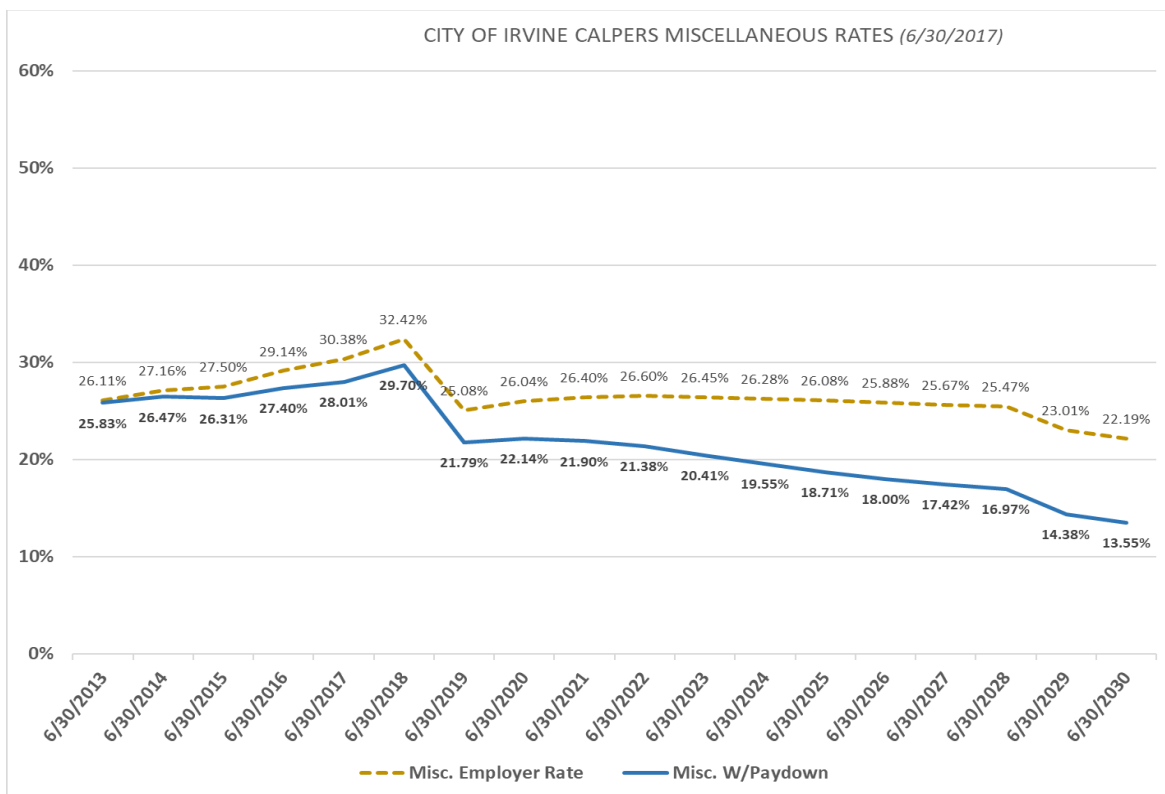
NON-SAFETY	TIER 1	TIER 2	TIER 3
Hire Date	Hired prior to 4/14/2012	Hired on or after 4/14/2012	Hired on or after 1/1/2013
Defined Benefit Plan Formula	2.7% at 55	2% at 55	2% at 62
Required Employee Contribution	7.535%	7.535%	6.750%
Required Employer Contribution*	11.044%	11.044%	11.044%
Employer Paid UAL Payment	16.96%	16.96%	16.96%

SAFETY	TIER 1		TIER 3
Hire Date	Hired prior to 1/1/2013		Hired on or after 1/1/2013
Defined Benefit Plan Formula	3% at 50		2.7% at 57
Required Employee Contribution	9.333%		12.000%
Additional Employee Contribution	3.000%		
Required Employer Contribution*	19.427%		22.427%
Employer Paid UAL Payment	20.032%		20.032%

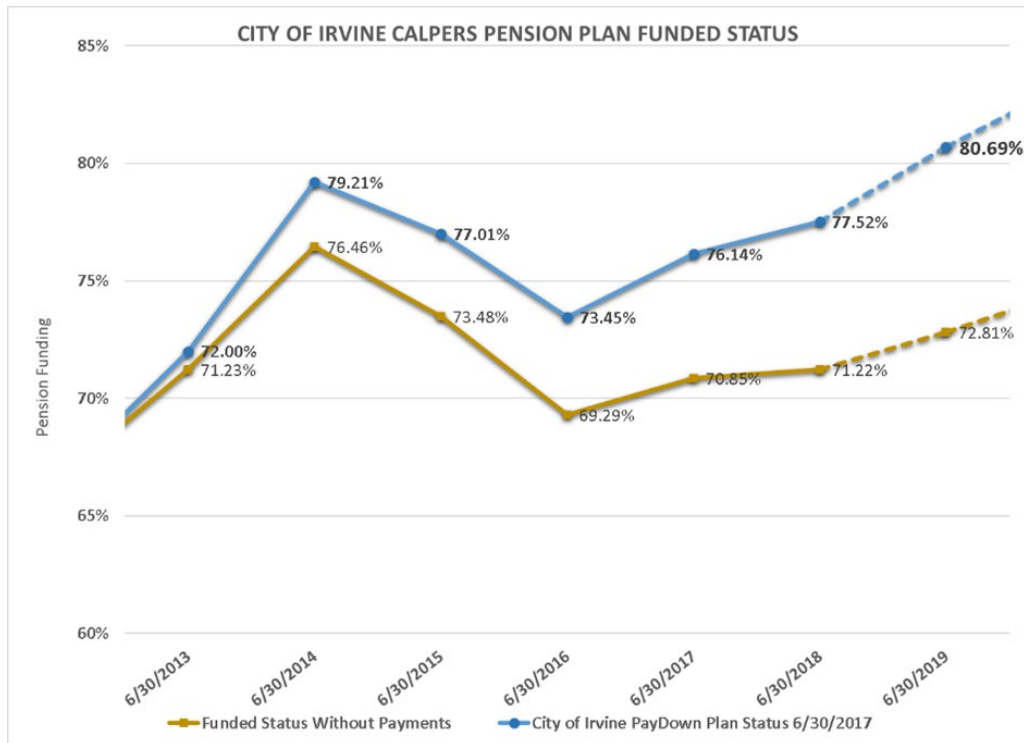
* Required Employer Contribution is a blended rate for all benefit groups in the plan.
Safety Tier 1 pays 3.0 percent of the employer contribution.

Irvine employees pay their full employee rate. Classic Tier I Safety employees also pay 3 percent of the employer rate to offset the disparity of the California Public Employees' Pension Reform Act of 2013. The Act made several changes to the pension benefits that may be offered to employees hired after January 1, 2013, including setting a new maximum benefit and a lower-cost pension formula for new employees.

The employer rate is an actuarial calculation provided to the City by CalPERS each year. The total is comprised of two factors: the estimated percentage of salary based on employee demographics such as age and salary, the second is a lump sum payment due to pay down an unfunded accrued liability. The charts below show the City's estimated rate payments over the long-term with and without the City's Pay Down Plan for Miscellaneous and Safety.



An unfunded actuarial liability (UAL) is the difference between the estimated amount of a pension plan's obligations and the current value of its assets. The disparity can be caused by differences in rates of termination, retirement, mortality, salary growth and the difference in investment returns compared to plan assumptions.



To address the unfunded pension liability, the City of Irvine adopted an accelerated payment plan (Paydown Plan). The goal is to attain a funding level of 98 percent utilizing reserve funds from the City's Asset Management Plan (AMP) of \$5 million per year to make additional funding payments. Since the plan was enacted CalPERS has adopted a number of policy and assumption changes including: lowering the discount rate from 7.5 percent to 7.0 percent; accelerating the amortization period for gains and losses; and updating actuarial assumptions to better align with mortality, salary scales, and inflation. These changes negatively affect the planned timing of the Paydown Plan and have increased the City's UAL, pushing out planned timing of 98 percent funding to approximately 2028.

Since adoption of the Paydown Plan in 2013, \$48.2 million in additional payments have been made to pay down the pension UAL with CalPERS. This includes a one-time additional \$4.2 million payment from FY 2017-18 year-end savings and the planned payment of \$7 million from the FY 2018-19 Adopted Budget. The UAL portion of the employer contribution can be prepaid. Prepaying allows the City a discount of a half year of interest savings. These savings, rate savings, and \$1 million a year from year-end

carryover, when available, are utilized to pay back the loan from the AMP. \$16.2 million has been paid back to the AMP to date.

PENSION PAY DOWN HISTORY			
	From AMP to CalPERS	General Fund to CalPERS	AMP Repayment
FY 2012-13	\$5M	\$3M	\$1M
FY 2013-14	\$5M		\$1.5M
FY 2014-15	\$5M		\$2.1M
FY 2015-16	\$5M	\$2M	\$2.8M
FY 2016-17	\$5M		\$4.3M
FY 2017-18	\$5M	\$6.2M	\$4.5M
FY 2018-19	\$5M	\$2M	
TOTALS	\$35M	\$13.2M	\$16.2M

Although changes implemented by CalPERS, such as the discount rate, have negatively impacted the Pay Down Plan despite the City making substantial payments to reduce the UAL to offset this, changes in salaries and benefits have exacerbated the issue. Over the past five years, 94 full-time positions and over 97 full-time equivalent part-time positions have been added throughout the City. PERS-able wages in Safety have grown 23 percent over five years adding nearly \$10.1 million in increased unfunded liabilities due to salary increases growing faster than CalPERS assumed planned growth. Miscellaneous PERS-able wages have increased 12 percent, with \$3.5 million in increased liabilities.

Safety	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17
Full-time Equivalent (FTE)	191	190	198	207	212
Average Pay	\$105,195	\$107,657	\$116,647	\$120,468	\$129,056
% Increase	2.14%	2.34%	8.35%	3.28%	7.13%
Unfunded Liability Impact	(\$1,585,000)	\$814,000	\$4,508,000	\$849,000	\$3,918,000

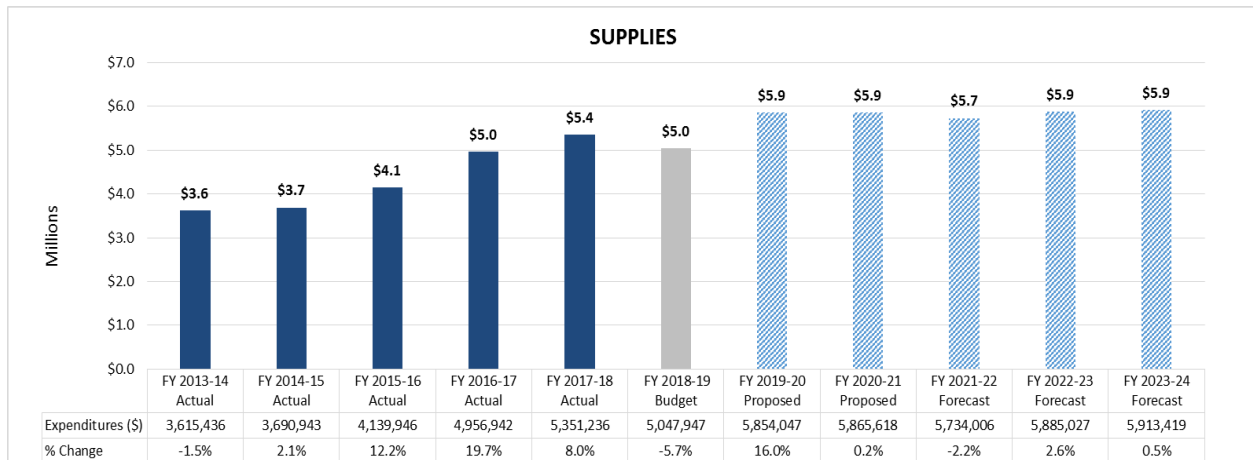
Miscellaneous	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17
Full-time Equivalent (FTE)	653	658	681	706	739
Average Pay	\$68,268	\$69,121	\$70,945	\$71,612	\$74,789
% Increase	2.56%	1.25%	2.64%	0.94%	4.44%
Unfunded Liability Impact	(\$1,957,000)	(\$1,314,000)	\$193,000	\$(716,000)	\$3,293,000

Source: CalPERS

- **Supplies**

Supplies include purchases of consumable items which commonly have a short life span, such as, office supplies, forms, postage, small tools, minor vehicle and office equipment, and Public Safety supplies. General Fund supplies have increased \$806,100 in the FY 2019-20 baseline assumptions from the prior year. Public Safety comprises a majority of

the growth in supplies, with an increase of \$717,079. The increase is related to various equipment and supplies needs throughout the Public Safety Department, ranging from training and duty equipment to technology related supplies and equipment. Additionally, a large portion of the increase is for the costs of outfitting the proposed twelve new vehicles requested over the two-year budget cycle.

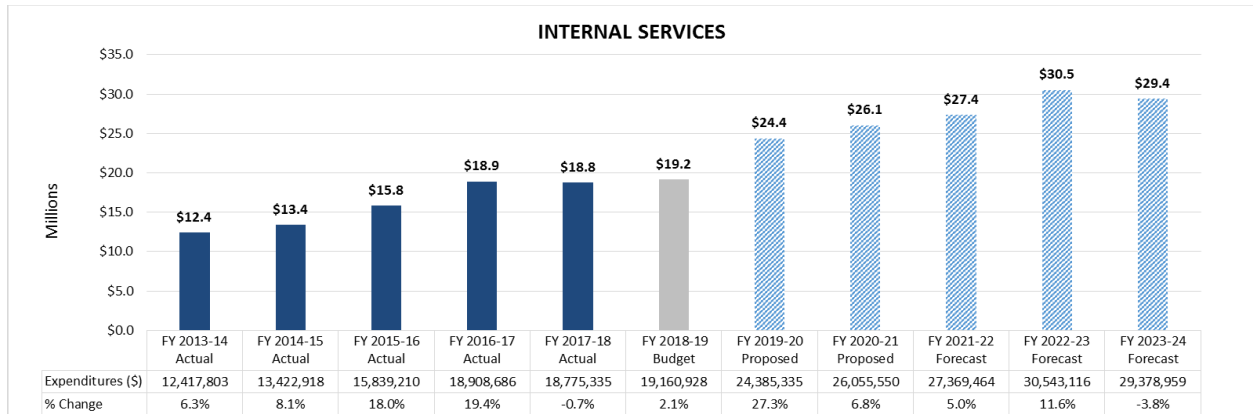


- Internal Service Charges***

The City uses internal service funds to provide services to the operating departments on a cost reimbursement basis. These services are funded by Internal Service Charges, which are collected from the operating departments. Costs are allocated to departments for compensated absences, information technology, Civic Center maintenance, telephone, mail, print services, and equipment rent based on usage and consumption.

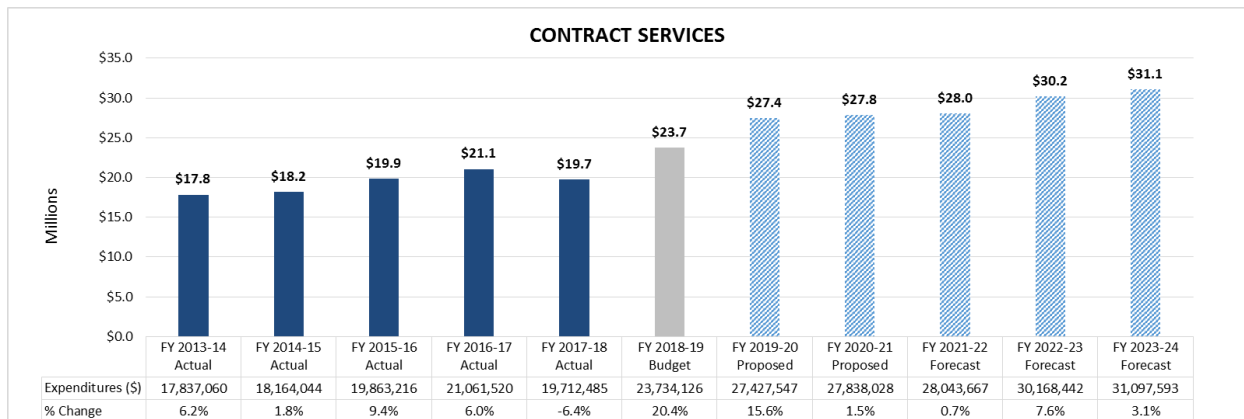
Approximately 80 percent of the increases in internal service charges are from changes in equipment rent and department related technology charges. Equipment rent is designed to recover the maintenance, replacement and fuel cost of City vehicles and equipment. The FY 2019-20 internal service charge to the departments for equipment rent was increased to reflect the full cost recovery method of services provided and replacement schedules. Charges also increased in FY 2019-20 due to larger on-going projects, such as the Public Safety computer aided dispatch and records management system, the upgrade of the City's Enterprise Resource Program (ERP) system, and the replacement of the City's building and safety permitting system, anticipated to cost \$6 million over the five-year period.

In March 2019, City staff will present to the Finance Commission and the City Council financial policies, which will include an infrastructure maintenance and replacement policy. The policy discussion will include depreciation, repair and replacement schedules for the City's key assets: buildings, vehicles and technology.



- Contract Services**

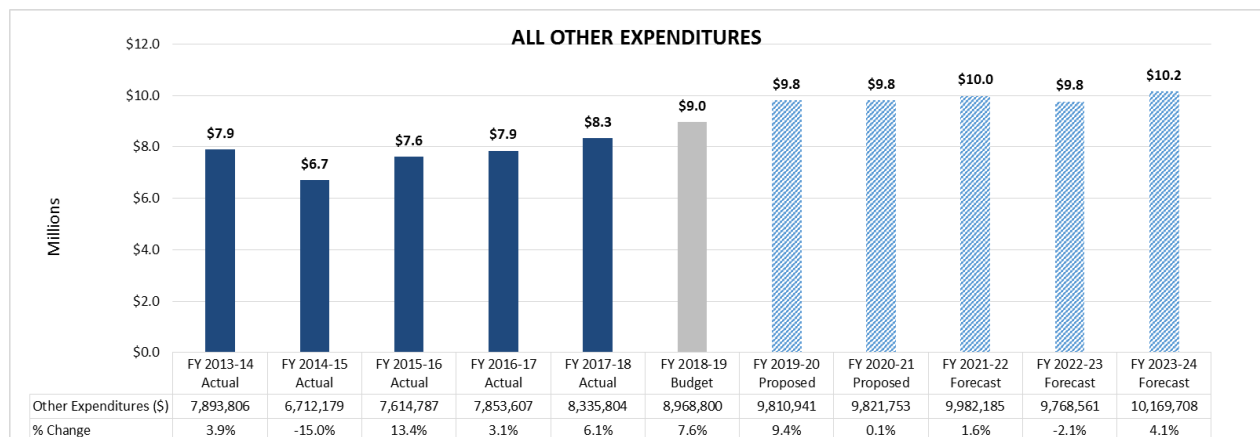
The City of Irvine contracts with vendors to provide services to the City, such as specialized consulting, legal, financial, landscape and facility maintenance and program support services provided on a contract basis. The Baseline Budget reflects an in-depth review of contracts by staff and adjustments for contractual agreements. The top five highest contract expenditures for FY 2019-20 are \$5,320,359 for Annual Landscape Maintenance Contracts for all Street Landscape and Greenbelts Citywide, \$2,528,960 for Contract Instructors, \$2,000,000 for Annual Contracts for City's Urban Forestry, \$1,565,227 for Open Space Land Management, and \$600,000 for Consultant Support for General Plan Update. Increases to contract costs are primarily due to State mandated prevailing and/or minimum wage increases and the inclusion of additional City infrastructure (streets, trees, community centers, signalized intersections, bike trails, etc.) into the City's inventory.



- Other Expenditures**

All other expenditures represent less than 5 percent and include: training & business expenses, utilities, capital equipment, repairs & maintenance, and miscellaneous. Of these expenditures, the three largest for FY 2019-20 are \$4,911,710 in miscellaneous

(miscellaneous expenditures include the Hotel Assessment District, awards and contributions and bank fees), \$2,578,544 in utilities, and \$1,451,110 of training & business expenses. Historical average growth rates are used for many of the expenditures categories in this group.



- Awards/Contributions**

The FY 2019-24 baseline assumptions includes expenditures for community support and grants, including the \$958,300 to the Barclay Theatre that increases yearly with the consumer price index and an additional \$397,500 funding for the second year of the Barclay Theatre heating, ventilating, and air conditioning (HVAC) expenses. Also, there are \$100,000 to the Legal Aid Society, \$25,000 to the Task Force for Drowning Prevention, \$10,000 to the OC Human Relations Commission, a \$50,000 Community Impact Grant and \$120,000 to support the Irvine Adult Day Care center, of which \$20,000 is a matching sponsorship. Additionally, \$50,000 has been budgeted for awards to various community groups (\$10,000 per councilmember). The Baseline Budget includes over \$10.2 million in continued support for direct and indirect funding to Irvine's schools.

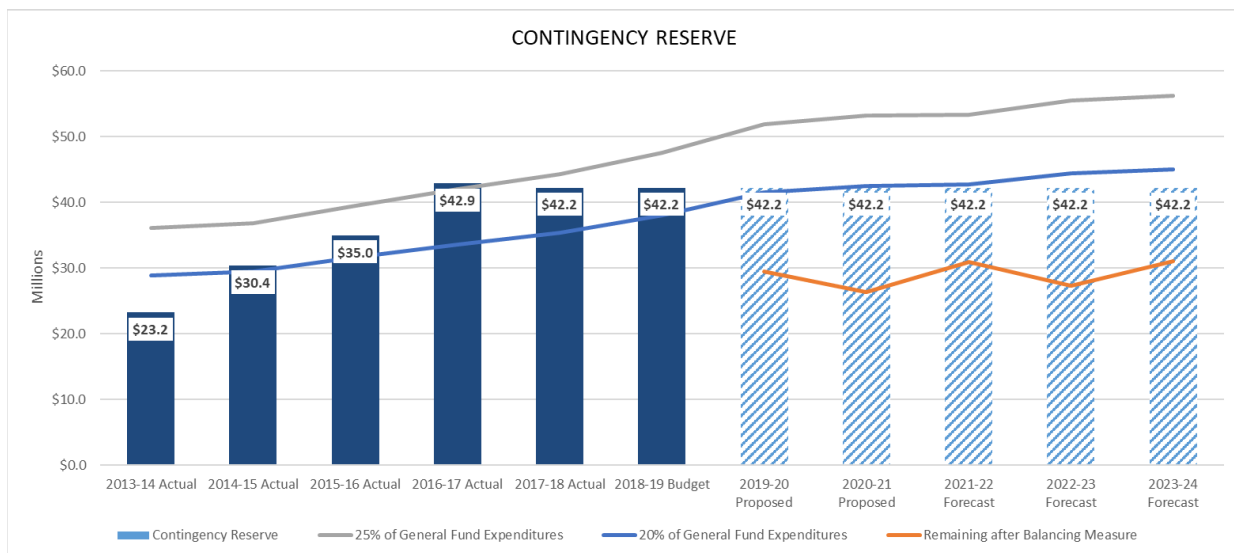
CITY AWARDS AND CONTRIBUTIONS	FY 2015-16 Actual	FY 2016-17 Actual	FY 2017-18 Actual	FY 2018-19 Budget	FY 2019-20 Proposed	FY 2020-21 Proposed	FY 2021-22 Forecast	FY 2022-23 Forecast	FY 2023-24 Forecast
Educational Partnership (Does not include over \$6.2M in City Funded Indirect support)	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Irvine Barclay (\$925 contractually obligated)	\$ 925,000	\$ 1,088,880	\$ 925,000	\$ 925,000	\$ 958,300	\$ 992,800	\$ 1,022,584	\$ 1,053,261	\$ 1,084,859
Barclay HVAC				\$ 412,000	\$ 397,500	\$ 397,500			
Irvine Adult Day Care Center (includes \$20,000 matching)	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
Legal Aid Society	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Community Awards (\$10,000 per councilmember)	\$ 31,850	\$ 50,000	\$ 36,750	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Community Impact Grant				\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Task Force for Drowning Prevention		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Discovery Science Center		\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OC Human Relations Commission	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Contributions/Awards from prior year	\$ 53,400								
Total Awards And Contributions	\$ 5,186,850	\$ 5,457,280	\$ 5,226,750	\$ 5,692,000	\$ 5,710,800	\$ 5,745,300	\$ 5,377,584	\$ 5,408,261	\$ 5,439,859
Hotel Improvement District (Of the 2% assesment, 0.5% to City Awards & Contributions)	\$ 768,395	\$ 782,507	\$ 930,209	\$ 1,018,313	\$ 1,064,204	\$ 1,077,499	\$ 1,125,180	\$ 1,139,541	\$ 1,234,109
General Fund Support to Awards & Contributions	\$ (4,418,455)	\$ (4,674,773)	\$ (4,296,541)	\$ (4,673,688)	\$ (4,646,597)	\$ (4,667,801)	\$ (4,252,404)	\$ (4,268,720)	\$ (4,205,750)

The Hotel Improvement District (HID) is a 2 percent assessment upon all hotel room rentals. HID assessment revenues are distributed 1.5 percent to fund the Irvine Chamber of Commerce's Destination Irvine Program to attract and recruit businesses and tourism to Irvine. The remaining 0.5 percent are to fund City cultural programs and activities. Excluding the \$4 million Educational Partnership support, the City has on average allocated \$0.5 million per year to fund awards and contributions.

- *Contingency Reserve*

At the close of FY 2011-12, the City Council adopted a policy goal of increasing the Contingency Reserve Fund balance to 20 percent. In December 2015, the balance in the Contingency Reserve Fund reached the 20 percent goal. Additionally, the City Council set a new goal of bringing the reserve fund up to 25 percent of its adopted General Fund appropriations budget.

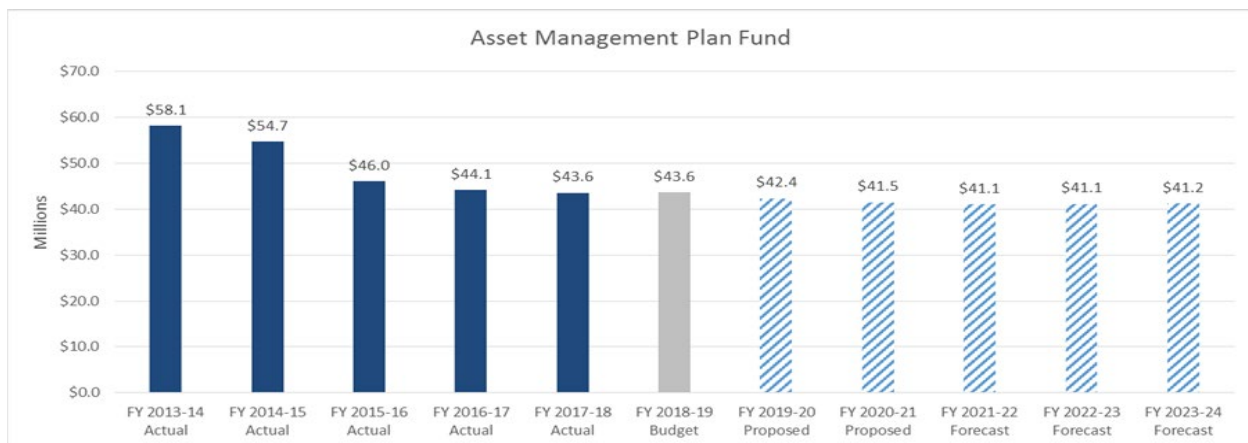
The Contingency Reserve Fund Balance is \$42.2 million. Based on the projected balance, the contingency percentage for FY 2019-20 and FY 2020-21 would be 20.4 percent, and 19.7 percent, respectively. The baseline projections for Contingency Reserve would require an additional \$9.6 million in fund balance to meet the 25 percent contingency goal in FY 2019-20, and if no additional funding is added until FY 2020-21, \$11.4 million would be necessary to meet the 25 percent goal. If the contingency reserve were to be utilized as a balancing measure, the Contingency Reserve Fund balance would be reduced to \$29.4 million in FY 2019-20 and \$26.4 million in FY 2020-21, respectively. The graph below shows the amount necessary to meet the 20 and 25 percent goal through the five-year period, as well as if the contingency reserve was utilized as a balancing measure.



B. OTHER KEY FUNDS FORECAST

Asset Management Plan (AMP)

The City's Asset Management Plan (AMP) has a fundamental purpose similar to an endowment to provide a long-term funding source for rehabilitation of City infrastructure while preserving the Fund's principal balance. Additionally, the City Council adopted a plan to reduce the City's unfunded actuarial accrued liability (UAAL) with CalPERS by designating the loan from the AMP as a funding source. The AMP earns investment returns of approximately 1 percent, while CalPERS charges the City 7.25 percent for the unfunded liability. Paying the unfunded liability results in a substantial savings to the City. Beginning in FY 2012-13 the AMP makes annual payments of \$5 million over a 10-12 year period. The City Council approved repayment to the AMP fund through General Fund year-end allocations and annual pension rate savings. \$16.2 million has been paid back to the AMP to date. Further analysis is provided in this report under "retirement."



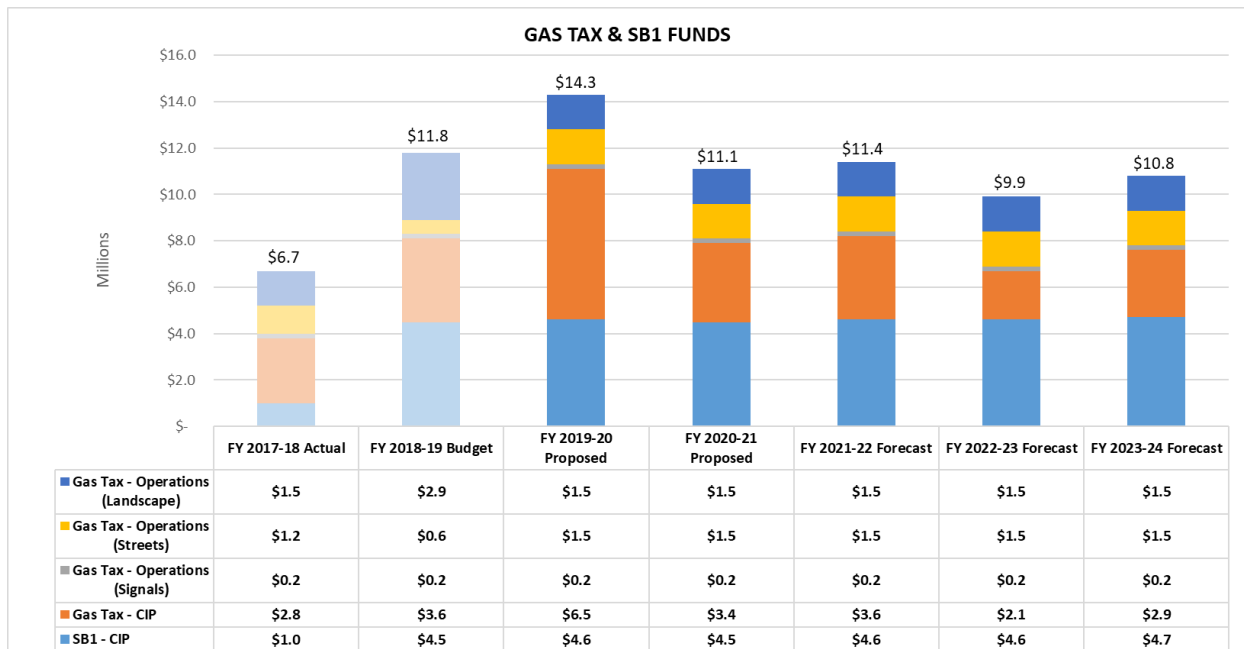
Gas Tax Fund

The City receives two major Gas Tax related funding allocations to care for the City's roadway maintenance and infrastructure needs: Highway Users Tax Act (HUTA) commonly known as Gas Tax and the newly established Senate Bill 1 (SB1) State Transportation fund. Senate Bill 1 funds are more restrictive (e.g. cannot be used for landscape maintenance) and designed to provide cities with additional funding to address basic road maintenance, rehabilitation, and critical safety needs for both the state highway and local street and road systems. Revenue projections for the first year on Gas Tax and SB1 are provided by the State, while a rate of change based on trend and analysis is factored in for the remaining years.

The City is considering utilizing additional Gas Tax funding to support landscape maintenance efforts along City roadways and medians as deemed eligible per the California State Controllers guidelines. Through this effort, some of the proposed Capital Improvement Projects over the next five years will be deferred until funding becomes

available. The impact to the City's average Pavement Condition Index of 86 is unknown at this time until determination of projects deferred and if those projects will directly affect the longevity of City streets.

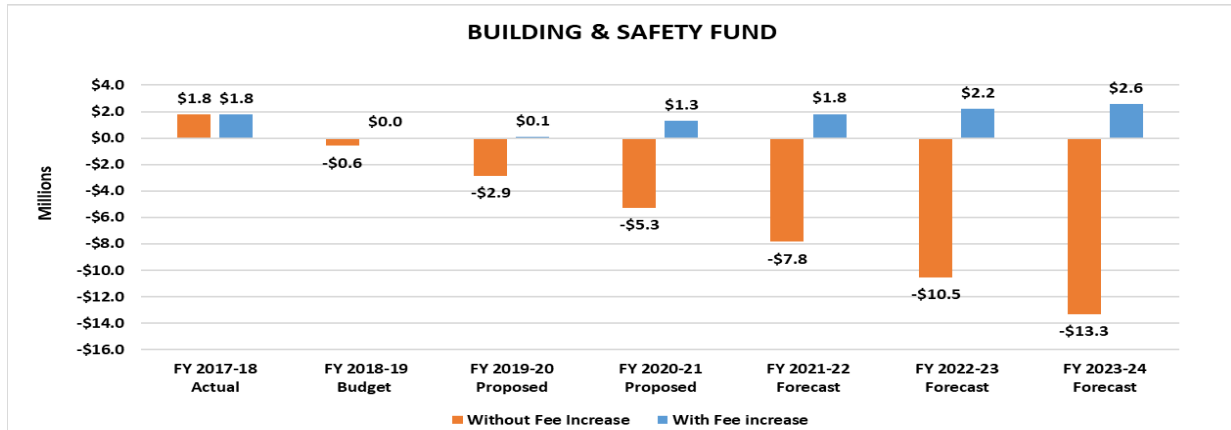
During the next five years, the City is allocating approximately \$18.5 million in Gas Tax funds and \$23 million in SB1 funds for capital improvement projects (CIPs) to further enhance and improve the City's roadway system. Additionally, \$16 million in Gas Tax funds are allocated for contract services to maintain City streets.



Building and Safety Fund

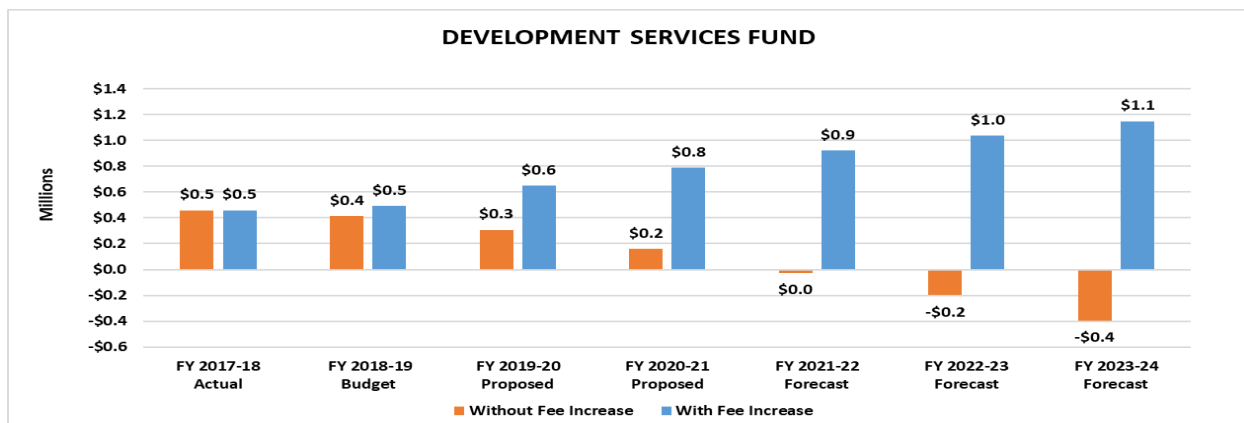
The Building and Safety Fund collects permit fees associated with development in the City and pays for the associated salaries and services for permitting, plan check, and inspection personnel. Permit fees have not been increased since 2007, during which time the consumer price index has gone up by over 30 percent. As a result, fees have remained flat for all fee supported activities while the costs of these activities, such as salaries and benefits, have continued to increase. Preliminary projections for the Building and Safety Fund show a negative fund balance by the end of FY 2018-19 which will decline steadily over the next five years. To close this gap and eliminate the need for a General Fund subsidy, the department proposes a 20 percent increase for all Building and Safety Development fees. This increase is based on the recommendation of a recently completed study of the City's overhead cost structure. Projections indicate that this increase would result in a positive fund balance for the next five years. Although 20 percent appears to be a substantial one-time increase, comparisons indicate that Irvine's development fees would remain at or below average amongst other similar municipalities in the region.

In March 2019, City staff will present to the Finance Commission and the City Council financial policies, which will include a policy on fees and charges. The policy discussion will include a review of the most recent cost studies as support for the recommended fee adjustments.



Development Services Fund

The Development Services Fund collects fees for development application processing in the City and pays for the associated salaries and services for planning staff. As with the Building and Safety fund, Development fees have not increased since 2007. Preliminary projections for the Developer Deposit Fund show a decline in fund balance that becomes negative by the end of FY 2021-22. To close this gap and eliminate the need for a General Fund subsidy, the department proposes a 10 percent increase for all development application fees. This increase is based on the recommendation of a recently completed study of the City's overhead cost structure. Projections indicate that this increase would result in a positive fund balance for the next five years. Although 10 percent appears to be a substantial one-time increase, comparisons indicate that Irvine's development fees would remain at or below average amongst other similar municipalities in the region.



C. BALANCING PRINCIPLES

In developing the baseline revenue and expenditure assumptions gaps were projected in the City's major funds, including the General Fund. Departments were tasked with addressing these gaps by utilizing the following balancing principles:

- Minimal changes to service levels and staffing impacts
- Reviewing potential revenue enhancements
- Reducing contracts and discretionary spending

Examples of potential balancing principles and the fiscal impacts for the funds included in this report are below.

GENERAL FUND	FY 2019-20 Proposed	FY 2020-21 Proposed	FY 2021-22 Forecast	FY 2022-23 Forecast	FY 2023-24 Forecast
General Fund Baseline Assumptions	\$ (12,780,864)	\$ (15,813,377)	\$ (11,228,697)	\$ (14,943,592)	\$ (11,212,444)
Examples of Balancing Principles:					
Reinstate Business License Fee	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
FY 2018-19 Estimated Vacancy Freeze	\$ 3,476,147	\$ 3,604,764	\$ 3,648,021	\$ 3,804,886	\$ 3,945,667
Gas Tax Offset New Landscape Contracts	\$ 2,175,329	\$ 2,257,373	\$ 2,450,051	\$ 3,647,006	\$ 4,584,302

BUILDING AND SAFETY FUND	FY 2019-20 Proposed	FY 2020-21 Proposed	FY 2021-22 Forecast	FY 2022-23 Forecast	FY 2023-24 Forecast
Building and Safety Fund - Fund Balance	\$ (2,860,276)	\$ (5,288,054)	\$ (7,847,184)	\$ (10,523,804)	\$ (13,304,975)
Examples of Balancing Principles:					
Increase Fees by 20 Percent Per Cost Study	\$ 2,310,249	\$ 3,661,248	\$ 3,060,178	\$ 3,099,440	\$ 3,131,434

DEVELOPMENT SERVICES FUND	FY 2019-20 Proposed	FY 2020-21 Proposed	FY 2021-22 Forecast	FY 2022-23 Forecast	FY 2023-24 Forecast
Development Services Fund - Fund Balance	\$ 307,333	\$ 157,540	\$ (25,372)	\$ (198,718)	\$ (395,262)
Examples of Balancing Principles:					
Increase Fees by 10 Percent Per Cost Study	\$ 262,440	\$ 291,367	\$ 312,877	\$ 292,653	\$ 306,069

D. BUDGET DEVELOPMENT TIMELINE

A new timeline of events has been implemented with the recently adopted City Council Two-Year Budget and Five-Year Financial Plan (Attachment 2). The creation of the City's two-year budget begins with the Finance Commission reviewing the initial baseline budget, followed by the City Council. The Orange County Great Park baseline budget will be discussed separately in March. In addition, a set of Financial Policies, which will reference and include Capital and Infrastructure Replacement Schedules and Cost Studies for fee adjustments, will be presented to the Finance Commission and City Council in March.

After receiving input from businesses, the community, Finance Commission and City Council, departments will present detailed and balanced budgets, along with longer-term plans to the Finance Commission in April. Following commission input, the citywide Two-Year Budget and Five-Year Plan will be presented to the City Council in May for adoption in June 2019.

January 7	Baseline Budget Projections presented to the Finance Commission
January 22	Baseline Budget Projections presented to the City Council
February - March	Community Budget Neighborhood Meetings
March	Great Park Baseline Budget
March	Financial Policies (including Capital and Infrastructure Replacement Schedules and Cost Studies for fee adjustments), presented to Finance Commission and City Council
April	Department Budget Presentations and Capital Improvement Plan to the Finance Commission
May	Proposed Two-Year Budget presented to the City Council
June	Final budget submitted to City Council for approval

ALTERNATIVES CONSIDERED

Not applicable.

FINANCIAL IMPACT

There is not a direct fiscal impact from the baseline assumptions. The FY 2019-24 Five-Year General Fund projects increasing shortfalls each of the next five years. The City is working in partnerships to collaboratively and effectively determine balancing measures to provide the City with the best fiscal plan for long term sustainability.

REPORT PREPARED BY Barbara Arenado, Budget Officer

ATTACHMENTS

1. FY 2019-24 General Fund Baseline Assumptions
2. Two-Year Budget Development Cycle

GENERAL FUND - SUMMARY
FY 19-24 BASELINE ASSUMPTIONS

	FY17-18 Actual	Y/Y	FY18-19 Adjusted	Y/Y	FY19-20 Proposed	Y/Y	FY20-21 Proposed	Y/Y	FY21-22 Forecast	Y/Y	FY22-23 Forecast	Y/Y	FY23-24 Forecast	Y/Y
REVENUES:														
PROPERTY TAX	65,049,200	17.8%	69,902,446	7.5%	74,162,141	6.1%	77,731,639	4.8%	81,179,993	4.4%	84,765,584	4.4%	88,493,274	4.4%
SALES TAX	63,853,447	-2.7%	64,609,782	1.2%	64,618,770	0.0%	64,750,396	0.2%	65,859,566	1.7%	67,124,462	1.9%	68,426,649	1.9%
HOTEL TAX	14,883,338	21.1%	16,293,000	9.5%	17,027,255	4.5%	17,239,986	1.2%	18,002,879	4.4%	18,232,661	1.3%	19,745,747	8.3%
OTHER REVENUE	43,742,148	7.4%	43,574,172	-0.4%	44,821,196	2.9%	45,542,255	1.6%	46,100,964	1.2%	46,637,325	1.2%	47,334,409	1.5%
TOTAL REVENUES	187,528,134	7.9%	194,379,400	3.7%	200,629,362	3.2%	205,264,276	2.3%	211,143,402	2.9%	216,760,032	2.7%	224,000,079	3.3%
TRANSFERS-IN:	7,512,617	144.1%	5,420,097	-27.9%	3,074,100	-43.3%	2,790,280	-9.2%	2,790,280	0.0%	2,790,280	0.0%	2,790,280	0.0%
TOTAL REVENUES AND TRANSFERS-IN	195,040,750	7.4%	199,799,497	2.4%	203,703,462	2.0%	208,054,556	2.1%	213,933,682	2.8%	219,550,312	2.6%	226,790,359	3.3%
EXPENDITURES:														
SALARIES & BENEFITS	117,999,364	13.6%	126,409,773	7.1%	132,850,466	5.1%	135,923,288	2.3%	135,203,327	-0.5%	138,502,650	2.4%	140,992,178	1.8%
OVERTIME	2,965,995	13.1%	3,046,336	2.7%	3,125,086	2.6%	3,217,786	3.0%	3,312,071	2.9%	3,399,193	2.6%	3,400,144	0.0%
SUPPLIES	5,351,236	29.3%	5,047,947	-5.7%	5,854,047	16.0%	5,865,618	0.2%	5,734,006	-2.2%	5,885,027	2.6%	5,913,419	0.5%
INTERNAL SERVICE	18,775,335	18.5%	19,160,928	2.1%	24,385,335	27.3%	26,055,550	6.8%	27,369,464	5.0%	30,543,116	11.6%	29,378,959	-3.8%
CONTRACT SERVICES	19,712,485	-0.8%	23,734,126	20.4%	27,427,547	15.6%	27,838,028	1.5%	28,043,667	0.7%	30,168,442	7.6%	31,097,593	3.1%
OTHER EXPENDITURES	8,335,804	9.5%	8,968,800	7.6%	9,810,941	9.4%	9,821,753	0.1%	9,982,185	1.6%	9,768,561	-2.1%	10,169,708	4.1%
TOTAL EXPENDITURES	173,140,219	12.4%	186,367,909	7.6%	203,453,422	9.2%	208,722,023	2.6%	209,644,720	0.4%	218,266,988	4.1%	220,952,001	1.2%
TRANSFERS-OUT:	16,021,924	-55.0%	13,334,460	-48.5%	13,030,904	-18.7%	15,145,910	13.6%	15,517,659	19.1%	16,226,917	7.1%	17,050,802	9.9%
TOTAL EXPENDITURES AND TRANSFERS-OUT	189,162,143	-0.2%	199,702,369	5.6%	216,484,326	8.4%	223,867,933	3.4%	225,162,379	0.6%	234,493,905	4.1%	238,002,803	1.5%
NET REVENUES AND EXPENDITURES (GAP)	5,878,608		97,128		(12,780,864)		(15,813,377)		(11,228,697)		(14,943,592)		(11,212,444)	



Irvine Transitions to a Two-Year Budget

Developed in the Context of a Five-Year Plan

Join the City of Irvine in 2019 on its journey to enhance long-term financial planning by transitioning to a two-year budget developed in the context of a comprehensive five-year financial plan.

Why Change the Budget Cycle?

Multi-year financial planning, ongoing monitoring, frequent reporting, and prompt corrective actions when necessary are central elements of sound financial management.

The two-year budget process allows for a more stringent approach to analyzing data, tracking trends and potential problems, and calling for corrective budget action much earlier than in years past. This new enhanced financial planning approach will improve the City's long-term financial management, while also strengthening community engagement.

How Will It Work?

The City currently utilizes a multi-year forecast through the preparation of the five-year Strategic Business Plan and updates the forecast annually as part of the City's budget process. The forecast will be enhanced with greater department details and will continue to provide a long-term look at the City's financial condition and guidance for the two-year budget.

The two-year budget will be developed within the longer-term context of the five-year Strategic Business Plan. During the first year of the two-year cycle, the City Council will receive quarterly revenue and expenditure updates, bringing forward any areas of concern. At the conclusion of the first year of the two-year cycle, the City Council will receive a mid-cycle review of year-end financials. The mid-cycle review process will provide the mechanism to:

1. Ensure that revenue and expenses forecasted at the beginning of the first year remain accurate;
2. Amend the budget to address any significant revenue shortages and/or unknown and unforeseeable expenses; and
3. Allow departments to carryover first-year balances from discretionary savings.

Who Will Review the Budget?

The creation of the City's two-year budget will begin with the Finance Commission reviewing the initial baseline budget in January, followed by the City Council. After receiving input from the community, departments will present detailed and balanced budgets, along with longer-term plans to the Finance Commission in April. Following Commission input, the citywide two-year budget and five-year plan will be presented to the City Council in May for adoption in June 2019.

How Can I Get Involved?

1. Engage with us at a Community Budget Neighborhood Meeting. Please view the back page.
2. Visit **cityofirvine.org/budget** to view additional materials, including an informational budget development video.
3. Contact the Budget Office with questions at **budget@cityofirvine.org**.
4. Learn more about the City's continued efforts of fiscal responsibility at our Transparency Portal, **cityofirvine.org/transparency**.

Budget Development Cycle



For more information about the City's budget, join us at Community Budget Neighborhood Meetings.

Community Budget Neighborhood Meetings

March 5	Lakeview Senior Center	4–5 p.m.
March 6	Orange County Great Park	6–7 p.m.
March 13	Quail Hill Community Center	6–7 p.m.
March 20	Portola Springs Community Center	6–7 p.m.

Visit cityofirvine.org/budget for additional details and to view our budget video.

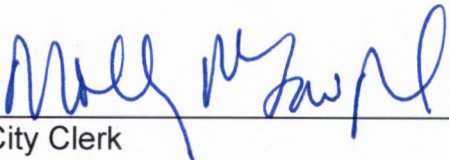
2.1



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 22, 2019

TITLE: MINUTES


City Clerk

RECOMMENDED ACTION:

Approve the minutes of a regular meeting of the Irvine City Council held on December 11, 2018.



MINUTES

CITY COUNCIL REGULAR MEETING

December 11, 2018
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

The regular meeting of the Irvine City Council was called to order at 4:04 p.m. on December 11, 2018 in the City Council Chamber, Irvine Civic Center, One Civic Center Plaza, Irvine, California; Mayor Wagner presiding.

ROLL CALL

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

Absent:	1	Councilmember:	Jeffrey Lalloway
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1. CLOSED SESSION

City Attorney Melching announced the following Closed Session items:

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

- 1.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1): Oncu vs. City of Irvine (OC Superior Court Case Number 30-2017-00915306)**
- 1.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8; Property: Approximately 3.19 acre property at 17353 Derian Ave; Agency Negotiators: Marianna Marysheva, Assistant City Manager; Laurie Hoffman, Director of Community Services; Pete Carmichael, Director of Community Development/Interim Director, Orange County Great Park; and Darlene Nicandro, Project Development Administrator; Negotiating Parties: City of Irvine and Group Effort 6 LLC; Under Negotiation: Price and Terms of Payment**
- 1.4 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): one potential case**

RECESS

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

RECONVENE TO THE CITY COUNCIL MEETING

Mayor Wagner reconvened the City Council meeting at 4:35 p.m. City Attorney Melching, on behalf of the City Council, announced that no reportable action was taken in Closed Session.

2. COUNCIL BUSINESS

2.1 CERTIFY RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2018

Molly McLaughlin, City Clerk, presented the staff report.

There were no City Council comments or questions.

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

- 1) Receive and file the Certificate of Results for the General Municipal Election held on November 6, 2018 for City Councilmember and Mayoral candidates.
- 2) Adopt RESOLUTION NO. 18-81 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2018, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

Councilmember Schott congratulated newly elected members on their successful elections and left the meeting at 4:40 p.m.

ADDITIONS AND DELETIONS

There were no additions or deletions to the agenda.

3. CONSENT CALENDAR

ACTION: Moved by Mayor Pro Tempore Shea, seconded by Councilmember Fox, and unanimously carried to approve Consent Calendar Item Nos. 3.1 through 3.10, with the exception of Item No. 3.3, which was removed for separate discussion (3-0 vote conducted prior to the administration of the oaths of office).

3.1 MINUTES

ACTION:

Approve the minutes of a regular meeting of the Irvine City Council held on November 13, 2018.

3.2 WARRANT AND WIRE TRANSFER RESOLUTION

ACTION:

Adopt RESOLUTION NO. 18-82 - 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 ADOPTION OF AMENDMENTS TO CITY OF IRVINE CONFLICT OF INTEREST CODE AND ADOPT THE SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY'S 2018 BIENNIAL NOTICE

This item was removed for separate discussion at the request of Jane Olinger, Irvine resident, who expressed concern about Councilmembers' and their respective Commission appointees' non-disclosure and non-recusal of conflict-of-interest related matters.

There was no City Council discussion.

ACTION: Moved by Mayor Pro Tempore Shea, seconded by Councilmember Fox, and unanimously carried to:

- 1) Adopt RESOLUTION NO. 18-83 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AMENDING THE CITY'S CONFLICT OF INTEREST CODE AND LIST OF DESIGNATED EMPLOYEES
- 2) Adopt the Successor Agency to the Dissolved Irvine Redevelopment Agency's 2018 Biennial Notice.

3.4 ADOPTION OF CITYWIDE RECORDS RETENTION SCHEDULE AND SUPERSEDING RESOLUTION NOS. 01-25, 06-109, 06-135, 10-96, 11-64, 11-70, 12-141, AND 14-07

ACTION:

Adopted RESOLUTION NO. 18-84 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE CITYWIDE RECORDS RETENTION SCHEDULE AND SUPERSEDING RESOLUTION NOS. 01-25, 06-109, 06-135, 10-96, 11-64, 11-70, 12-141, AND 14-07

3.5 APPROVAL OF SPECIFICATIONS AND CONTRACT DOCUMENTS FOR IRVINE STATION ELEVATOR UPGRADES

ACTION:

- 1) Approved the specifications and contract documents for the Irvine Station Elevator Upgrades, Capital Improvement Project 361911.
- 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.

3.6 NOTICE OF PENDING APPROVAL FOR TRACT MAPS IN IRVINE BUSINESS COMPLEX AND LOS OLIVOS

ACTION:

Received and filed.

3.7 QUITCLAIM OF UTILITY AND EMERGENCY ACCESS EASEMENTS IN GREAT PARK NEIGHBORHOODS

ACTION:

Authorized the Mayor to execute two quitclaim deeds relinquishing easements on private property no longer needed for public utility and emergency access purposes. **(Deed Nos. 1641 and 1642)**

3.8 ELECTRIC VEHICLE CHARGING FEE

ACTION:

Adopted RESOLUTION NO. 18-85 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE ACCEPTANCE OF AN ELECTRIC VEHICLE (EV) CHARGING FEE OF UP TO 50 CENTS PER KILOWATT HOUR ALONG WITH A CONNECTION FEE OF 50 CENTS PER USE AT PUBLIC EV CHARGING STATIONS ON CITY PROPERTY

3.9 SECOND READING OF ORDINANCE NO. 18-11 APPROVING ZONE CHANGE TO AMEND CHAPTER 9-6 OF THE IRVINE ZONING ORDINANCE RELATED TO THE DISTRIBUTION OF DWELLING UNITS WITHIN PLANNING AREA 6 (PORTOLA SPRINGS)

ACTION:

Read by title only, second reading and adoption of ORDINANCE NO. 18-11 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING ZONE CHANGE 00693253-PZC TO AMEND CHAPTER 9-6 OF THE IRVINE ZONING ORDINANCE TO REALLOCATE 226 DWELLING UNITS FROM THE 8.1A TRAILS AND TRANSIT ORIENTED DEVELOPMENT ZONING DISTRICT TO THE 2.3K MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT WITHIN PLANNING AREA 6 (PORTOLA SPRINGS); FILED BY IRVINE COMPANY

3.10 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS

ACTION:

- 1) Approved Mayor Pro Tempore Shea's request for Community Partnership Fund Grant nomination to Radiant Health Centers in support of local program costs (\$250). **(Contract No. 10480)**
- 2) Authorized the City Manager to prepare and sign the funding agreement listed in Action 1.

CITY MANAGER'S REPORT

There was no report.

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Mayor Pro Tempore Shea announced that Section 9101 of the Farm Bill was defeated based on extensive advocacy efforts locally and across the nation, which would have affected local control decision-making authority on organic pesticides; and expressed her appreciation to present and recently departed Councilmembers, former Community Services Commissioner Kim Konte, and Landscape Maintenance Supervisor Dennis Chiotti for their support and efforts.

Councilmember Fox expressed her appreciation to staff for the recent Winter Wonderland event, and suggested relocating the event to the Orange County Great Park based on its popularity.

Mayor Wagner provided a brief update on his recent trip to Mexico City to attend the inauguration of Mexican President Andres Lopez Obrador as part of Mayors Delegation through the United States Conference of Mayors; and made the following announcements:

- City staff has reached an agreement on the economic terms of a 65-year ground lease with Wild Rivers Inc., for a new Wild Rivers water park at the Orange County Great Park, with details scheduled for consideration by the Great Park Board and the City Council at their respective meetings on January 22. The new water park holds the promise of what its unique, popular business brings to the community, which include economic impact, numerous summer jobs for youth, and a big draw for the Great Park. While some regulatory issues remain to be worked out with both the Navy and with the State of California, the January 22 meetings will provide the City Council with the opportunity to finalize the City's deal with Wild Rivers and their development partners.
- In observance of the Christmas holiday, the Irvine Civic Center will be closed Monday, December 24 and Tuesday, December 25. City Hall will be open December 26, 27, and 28 with limited staffing. The Civic Center will also be closed Tuesday, January 1, for New Year's Day.
- The annual Toy Drive, in partnership with the Irvine 2/11 Marine Battalion, continues through December 14. Participants can make the season brighter for Irvine's Marine Battalion families by donating a new, unwrapped gift suitable for infants or children up to age 12. Donations can be dropped off at the Irvine Civic Center, Irvine Police Department, and the Orange County Great Park Visitors Center.

PUBLIC COMMENTS

Susan Sayre, Irvine resident, congratulated Councilmembers-elect Khan and Kuo on a successful election; and spoke about the importance of voting, public participation, and transparency.

Jack Fancher, Irvine resident, spoke in support of a veterans cemetery at the Orange County Great Park.

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

Michelle Murphy, representing United Way, spoke in support of ending the County's homeless crisis.

Ilya Tseglin spoke about a domestic issue related to his autistic son.

Ryan Farsai spoke about election matters and the national debt.

RECESS

Mayor Wagner recessed the City Council meeting at 5:14 p.m.

RECONVENE TO THE CITY COUNCIL MEETING

Mayor Wagner reconvened the City Council meeting at 5:30 p.m.

PLEDGE OF ALLEGIANCE - IRVINE POLICE COLOR GUARD

Police Chief Hamel introduced the Irvine Police Color Guard and led the Pledge of Allegiance.

INVOCATION

Mayor Wagner introduced The Most Reverend Kevin W. Vann, Bishop of Orange, to provide the invocation.

MOMENT OF SILENCE

Mayor Wagner asked for a Moment of Silence in memory of President George H.W. Bush, 41st president of the United States, who passed away in November at the age of 94.

MUSICAL PRESENTATION

Mayor Wagner introduced Irvine High School ninth grade student Cece Labowe, who performed the National Anthem.

ADMINISTRATION OF OATH OF OFFICE FOR NEWLY ELECTED MAYOR AND CITY COUNCILMEMBERS

Mayor Wagner introduced elected officials in attendance; and invited the Honorable Megan L. Wagner, Orange County Superior Court Judge, to administer the Oath of Office and present him with a Certificate of Election.

Councilmember-elect Anthony Kuo introduced the Honorable Eric Woolery, Orange County Auditor/Controller, who administered the ceremonial Oath of Office, and presented him with a Certificate of Election.

Councilmember-elect Farrah N. Khan introduced the Honorable Halim Dhanidina, California Court of Appeal Judge, to administer the Oath of Office.

CITY COUNCIL COMMENTS

Mayor Wagner and Councilmembers Khan and Kuo congratulated each other on their respective elections and thanked family, friends, and the community for their support. Mayor Pro Tempore Shea and Councilmember Fox also congratulated Mayor Wagner and Councilmembers Khan and Kuo on their successful elections.

CITY COUNCIL REORGANIZATION - SELECTION OF MAYOR PRO TEMPORE

Mayor Wagner opened the floor for nominations for the selection of Mayor Pro Tempore for the ensuing year. Councilmember Kuo nominated Mayor Pro Tempore Shea to continue serving for the ensuing year.

ACTION: Moved by Councilmember Kuo, seconded by Mayor Wagner, and unanimously carried to close nominations and select Mayor Pro Tempore Shea to continue serving for the ensuing year.

ADJOURNMENT TO RECEPTION - 6 P.M.

Moved by Councilmember Kuo, seconded by Mayor Pro Tempore Shea, and unanimously carried to adjourn the meeting at 6:09 p.m. to a reception in the Main Lobby.

MAYOR OF THE CITY OF IRVINE

CITY CLERK OF THE CITY OF IRVINE

January 22, 2019

2.2




REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 22, 2019

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 December 19, 2018 through January 8, 2019 in accordance with Section 2-7-211 of the Irvine Municipal Code.

ATTACHMENT Warrant and Wire Transfer Resolution

CITY COUNCIL RESOLUTION NO. 19-____

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 22nd day of January 2019.

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 22nd day of January 2019.

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

CITY CLERK OF THE CITY OF IRVINE

12/19/2018 through 12/20/2018

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	440,802.48
004	PAYROLL CLEARING FUND	39,059.68
005	DEVELOPMENT SERVICES FUND	38,220.00
024	BUILDING & SAFETY FUND	150,133.28
027	DEVELOPMENT ENGINEERING FUND	29,159.25
111	GAS TAX FUND	1,737.46
114	HOME GRANT	4,380.00
118	SYSTEMS DEVELOPMENT FUND	10,307.55
119	LIGHTING, LANDSCAPE & PARK MNT	349,598.88
125	COMM DEVELOP BLOCK GRANT FUND	4,680.00
126	SENIOR SERVICES FUND	4,795.44
128	OFFICE ON AGING PROGRAMS FUND	5,087.16
132	SLURRY SEAL SUR CHG FUND	339,958.61
155	COMMUNITY SERVICES PROGRAMS	1,502.90
180	ORANGE COUNTY GREAT PARK	279,886.90
219	AD 04-20 PORTOLA SPRINGS	2,968.00
250	CAPITAL IMPROV PROJ FUND - CIR	18,593.05
260	CAPITAL IMPROV PROJ-NON CIRC	64,194.16
262	COL BILL BARBER MC MEMORIAL PK	70.00
271	IRVINE BUSINESS COMPLEX	860.00
501	INVENTORY	3,102.17
570	INSURANCE FUND	100,708.13
574	FLEET SERVICES FUND	23,871.78
578	MAIL & PRINT INTERNAL SERVICES	108.35
579	STRATEGIC TECHNOLOGY PLAN FUND	157,277.45
580	CIVIC CTR MAINT & OPERATIONS	2,461.66
GRAND TOTAL		2,073,524.34

12/21/2018 through 1/2/2019

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	194,398.17
004	PAYROLL CLEARING FUND	973,560.14
009	REVENUE CLEARING FUND	3,501.02
027	DEVELOPMENT ENGINEERING FUND	2,100.00
114	HOME GRANT	50,168.00
119	LIGHTING, LANDSCAPE & PARK MNT	81,121.70
128	OFFICE ON AGING PROGRAMS FUND	9.97
143	PUBLIC SAFETY GRANTS	149.98
180	ORANGE COUNTY GREAT PARK	32,614.41
260	CAPITAL IMPROV PROJ-NON CIRC	780.45
286	GREAT PARK DEVELOPMENT FUND	264.45
501	INVENTORY	3,181.30
570	INSURANCE FUND	44,335.17
579	STRATEGIC TECHNOLOGY PLAN FUND	8,600.00
580	CIVIC CTR MAINT & OPERATIONS	2,230.81
717	RAD 04-20 PORTOLA SPR VAR RT A	59,834.34
718	RAD 05-21 ORCHARD HLS VAR RT	83,789.03
719	REASSESSMENT 85-7A VARIABLE RT	79,706.03
721	AD00-18 SHADY CNYN&TURL ROCK	20,312.32
723	AD03-19 WOODBURY SER B VAR RT	53,140.00
724	AD 07-22 STONEGATE VAR RT A	18,675.69
735	AD03-19 WOODBURY SER A VAR RT	46,320.89
744	CFD 2013-3 GREAT PARK	6,187.24
745	CFD 2005-2R COLUMBUS GROVE SP	2,562.40
760	AD87-8 ICD/BAKE PKWY DEBT SVC	33,361.08
767	AD94-15 WESTPARK II SERIES A	3,774.74
771	AD97-16 NORTHWEST IRVINE VARI	58,990.21
774	AD94-13 VARIABLE RT-OAKCREEK	37,752.51
775	AD97-17 LOWER PETERS CYN EAST	74,871.46
776	AD93-14 SPECT 6N/SPECT 7	119,112.71
779	RAD 04-20 G5 FIXED RATE	245.00
GRAND TOTAL		2,095,651.22

1/3/2019 through 1/8/2019

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	830,453.59
004	PAYROLL CLEARING FUND	41,593.27
005	DEVELOPMENT SERVICES FUND	43,326.38
007	SCHOOL SUPPORT FUND	100,000.00
009	REVENUE CLEARING FUND	673.98
024	BUILDING & SAFETY FUND	29,377.29
027	DEVELOPMENT ENGINEERING FUND	6,227.25
111	GAS TAX FUND	9,632.85
118	SYSTEMS DEVELOPMENT FUND	4,640.00
119	LIGHTING, LANDSCAPE & PARK MNT	147,476.76
125	COMM DEVELOP BLOCK GRANT FUND	3,277.16
126	SENIOR SERVICES FUND	3,102.81
128	OFFICE ON AGING PROGRAMS FUND	5,136.18
132	SLURRY SEAL SUR CHG FUND	282.50
149	SPECIAL PROGRAM GRANTS	3,968.83
155	COMMUNITY SERVICES PROGRAMS	1,615.65
180	ORANGE COUNTY GREAT PARK	158,966.30
204	CFD 2013-3 GREAT PARK	21,399.00
250	CAPITAL IMPROV PROJ FUND - CIR	48,885.00
260	CAPITAL IMPROV PROJ-NON CIRC	30,496.99
270	NORTH IRVINE TRANSP MITIGATION	1,404.37
271	IRVINE BUSINESS COMPLEX	3,056.25
286	GREAT PARK DEVELOPMENT FUND	88,745.15
501	INVENTORY	11,923.14
570	INSURANCE FUND	19,405.09
574	FLEET SERVICES FUND	196,370.30
578	MAIL & PRINT INTERNAL SERVICES	97,368.19
579	STRATEGIC TECHNOLOGY PLAN FUND	65,343.54
580	CIVIC CTR MAINT & OPERATIONS	650.00
714	REASSESSMENT 12-1 FIXED RATE	4,274,775.73
715	AD 13-25 FIXED RATE	643,552.96
716	RAD 13-1 FIXED RATE	2,235,031.79
717	RAD 04-20 PORTOLA SPR VAR RT A	7,606.92
718	RAD 05-21 ORCHARD HLS VAR RT	125.05
719	REASSESSMENT 85-7A VARIABLE RT	80.88
721	AD00-18 SHADY CNYN&TURLT ROCK	1,790.22
723	AD03-19 WOODBURY SER B VAR RT	32.05
724	AD 07-22 STONEGATE VAR RT A	29.47
726	AD10-23 SERIES B FR LAGUNA ALT	245,911.38
730	11-24 FIXED RT CYPRESS VILLAGE	460,733.41
731	AD07-22 GROUP 4 FIXED RATE	653,457.47
732	RAD 04-20 GROUP 3 FIXED RATE	228,380.41
735	AD03-19 WOODBURY SER A VAR RT	32.05
744	CFD 2013-3 GREAT PARK	4,505,817.42
745	CFD 2005-2R COLUMBUS GROVE SP	380,582.10
746	CFD 2004-1 CENTRAL PARK	475,387.87
760	AD87-8 ICD/BAKE PKWY DEBT SVC	2,905.02

1/3/2019 through 1/8/2019

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
767	AD94-15 WESTPARK II SERIES A	358.87
770	REASSESSMENT DIST 05-21 G2 FR	103,375.21
771	AD97-16 NORTHWEST IRVINE VARI	5,111.91
772	RAD 15-1 FIXED RATE	1,853,114.25
773	RAD 15-2 FIXED RATE	744,996.48
774	AD94-13 VARIABLE RT-OAKCREEK	3,280.87
775	AD97-17 LOWER PETERS CYN EAST	38.92
776	AD93-14 SPECT 6N/SPECT 7	53.61
777	RAD 05-21 G1 FIXED RATE	1,547,581.04
778	RAD 04-20 G4 FIXED RATE	249,870.39
779	RAD 04-20 G5 FIXED RATE	328,321.31
780	RAD 04-20 G6 FIXED RATE	524,123.63
GRAND TOTAL		21,451,256.51

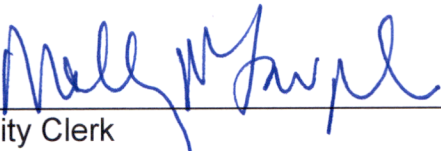
2.3



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 22, 2019

TITLE: 2019 CITY COUNCIL MEETING CALENDAR



City Clerk



City Manager

RECOMMENDED ACTION

Approve the proposed 2019 City Council Meeting Calendar.

EXECUTIVE SUMMARY

Presented for City Council consideration is the 2019 City Council Meeting Calendar (Attachment) that includes regular meeting dates as required by the City's Municipal Code and a proposed rescheduled meeting date due to a scheduling conflict with Holy Day of Yom Kippur. In addition, the calendar includes proposed cancellation dates (August 27 and December 24) consistent with previous City Council action to cancel or reschedule meetings when holidays and/or vacation schedules conflict with regular City Council meeting dates.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

Municipal Code § 1-2-101 requires that regular City Council meetings be held on the second and fourth Tuesdays of every month at 4 p.m. When the day for any regular meeting of the City Council falls on a legal holiday, no meeting shall be held on such holiday; but such meeting shall be held at the same hour on the next succeeding day which is not a holiday.

City Council meetings have been rescheduled or canceled when holidays conflicted with regular City Council meeting dates. For example, the second meeting in December has historically been canceled due to the Christmas holiday. In addition, the second meeting in August is typically canceled due to summer vacation schedules.

Staff has identified potential conflicts relative to the Holy Day of Yom Kippur and the Christmas holiday as follows:

Yom Kippur October 8 and 9 (begins sundown on October 8, ends at sundown on October 9)	October 8 City Council meeting
Christmas December 25 (holiday closure is Dec. 24 & 25)	December 24 City Council Meeting

Based on these potential conflicts, staff recommends the October 8 meeting be rescheduled to Thursday, October 10; and consistent with past practice, recommends that the City Council cancel the August 27 and December 24 City Council meetings.

While the proposed calendar is meant to set the proposed 2019 City Council meeting dates, the City Council may cancel or add additional meetings at any time in accordance with Municipal Code and State regulations.

ALTERNATIVES CONSIDERED

The City Council may amend the 2019 City Council Meeting Calendar and provide alternative direction.

FINANCIAL IMPACT

There is no financial impact associated with the 2019 City Council Meeting Calendar.

REPORT PREPARED BY: Molly McLaughlin, City Clerk

ATTACHMENT

Attachment: 2019 City Council Meeting Calendar

2019 City Council Meeting Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8 CC	9	10	11	12
13	14	15	16	17	18	19
20	21	22 CC/GP	23	24	25	26
27	28	29	30	31		

February						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12 CC	13	14	15	16
17	18	19	20	21	22	23
24	25	26 CC/GP	27	28		

March						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12 CC	13	14	15	16
17	18	19	20	21	22	23
24	25	26 CC/GP	27	28	29	30
31						

April						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9 CC	10	11	12	13
14	15	16	17	18	19	20
21	22	23 CC/GP	24	25	26	27
28	29	30				

May						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14 CC	15	16	17	18
19	20	21	22	23	24	25
26	27	28 CC/GP	29	30	31	

June						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11 CC	12	13	14	15
16	17	18	19	20	21	22
23	24	25 CC/GP	26	27	28	29
30						

July						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9 CC	10	11	12	13
14	15	16	17	18	19	20
21	22	23 CC/GP	24	25	26	27
28	29	30	31			

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13 CC	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10 CC	11	12	13	14
15	16	17	18	19	20	21
22	23	24 CC/GP	25	26	27	28
29	30					

October						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10 CC	11	12
13	14	15	16	17	18	19
20	21	22 CC/GP	23	24	25	26
27	28	29	30	31		

November						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12 CC	13	14	15	16
17	18	19	20	21	22	23
24	25	26 CC/GP	27	28	29	30

December						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10 CC	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

CC: City Council – 4pm (2nd & 4th Tue)
GP: Orange County Great Park – 2pm (4th Tue)

Meeting Dates
Holidays

ATTACHMENT

2.4



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 22, 2019

TITLE: EXCLUSIVE NEGOTIATING AGREEMENT WITH PRETEND CITY
FOR A CHILDREN'S MUSEUM AT THE ORANGE COUNTY
GREAT PARK


Interim Director, Orange County Great Park


City Manager

RECOMMENDED ACTION

Approve the attached Exclusive Negotiating Agreement with Pretend City, Children's Museum of Orange County and authorize the City Manager to execute.

EXECUTIVE SUMMARY

The Pretend City Children's Museum (Pretend City) has been operating an early childhood education and wellness interactive museum in leased space at the Irvine Spectrum since 2009. Pretend City has outgrown the existing facilities, causing space constraints and limiting the number of exhibits, experiences, and visitors that can be accommodated. In order to serve more visitors and expand its exhibits and interactive displays, including outdoor exhibits, and increase its content and infrastructure to provide state-of-the-art early childhood experiences and resources, Pretend City desires to develop a new Children's Museum at a larger site. Pretend City wishes to explore the possibility of developing and operating a new facility within the western portion of the Orange County Great Park (Great Park). The Children & Families Commission of Orange County has committed \$5 million to Pretend City as catalyst funding for the purpose of moving the museum to a permanent location. Funding is contingent on Pretend City having a ground lease.

A location has been identified in the Western Sector of the Great Park as suitable property for the potential development of a new Children's Museum (See Attachment 1 for site location map). The recommended first step in the process is an Exclusive Negotiating Agreement (ENA) between the City and Pretend City (Attachment 2). The purpose of this ENA is to establish a period during which the required steps of developer site investigations, environmental review and other due diligence activities can occur to determine the feasibility of the proposed development. The City and Pretend City will exclusively negotiate with each other in an attempt to agree on terms on which the City

would lease city-owned land to Pretend City for the development and operation of the proposed Children's Museum at the Great Park. The ENA also defines the key duties and deliverables as well as the timing and responsibilities for each party. The negotiating period would be for 90 days commencing upon execution of the agreement. The City Manager would have the discretion to extend the negotiating period up to an additional 60 days, for a total ENA time period of 150 days. The terms of the ENA were developed in consultation with, and has been signed by, Pretend City.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

This item is scheduled for consideration by the Orange County Great Park Board of Directors on January 22, 2019.

ANALYSIS

Pretend City owns and operates the Pretend City Children's Museum on leased premises at 29 Hubble, in the City of Irvine. Established in Irvine in 2009, the museum offers a range of exhibits, classes, programs, and special events, in addition to developmental screening and parent education around early childhood education and wellness. The vision of Pretend City is to ensure that each child is ready for school success by providing the ideal learning experiences needed by children to develop their essential foundational learning skills. Attendance is estimated at 200,000 visitors annually. Pretend City is renting a 28,000 square foot commercial facility space from the Irvine Company in an industrial area near the Irvine Spectrum. The facility includes 14,000 square feet of exhibit area, with no outdoor exhibit or program space. Pretend City is proposing to relocate to the Great Park and expand to approximately 60,000 square feet of indoor and outdoor space, with 30,000 square feet of exhibit area to meet the annual demand of a projected 350,000 annual visitors. The current attendance at Pretend City is constrained by the size of the facility, and more space would allow the museum to offer a greater array of exhibits and activities to attract and serve more visitors. In consultation with City staff and Pretend City representatives, an approximately six-acre site in the western portion of the Great Park has been identified to explore the possibility of developing and operating a new Pretend City Children's Museum.

The recommended first step in the process is an Exclusive Negotiating Agreement between the City and Pretend City. An ENA is a common agreement for a City to enter into with a potential partner at the outset of a significant project like the proposed Children's Museum. The ENA provides negotiating certainty and exclusivity for both parties, and grants the developer the right to enter the site for inspections and to perform the necessary due diligence items needed to confirm the property is viable and financially

feasible for the proposed project. The ENA also provides a roadmap and timeline for the due diligence, design work, environmental review, and lease negotiations to occur. It defines the key duties and deliverables for the process as well as the accountability of each party. The key activities mutually agreed upon by each party are defined as follows:

Pretend City:

- Performs site inspections and due diligence
- Submits proposed development concept and site plans
- Submits construction schedule and development costs
- Negotiates and agrees upon the terms and conditions of a draft ground lease
- Submits a financial proforma and preliminary financial commitments

City of Irvine:

- Identifies California Environmental Quality Act (CEQA) and entitlement requirements
- Provides property documents to Pretend City

Pretend City estimates the cost of a new children's museum at \$30 million, and a 24-month construction timeline for the building and exhibits. A capital campaign is planned to finance the construction of a new museum. The Children and Families Commission of Orange County has committed to providing \$5 million in funding toward the construction of a new museum at a permanent location. This funding is contingent on Pretend City identifying a location and finalizing a ground lease.

If approved by the Board and City Council, the ENA period would be for 90 days commencing upon execution of the agreement. The City Manager would have the discretion to extend the negotiating period for an additional 60 days, resulting in a total ENA time period of 150 days. If all ENA period obligations are met and each party agrees on terms on which the City would lease a proposed site to Pretend City, staff would return to the Orange County Great Park Board for further commitment consideration.

ALTERNATIVES CONSIDERED

The City Council could choose not to approve the ENA or direct staff to negotiate modifications to any of the terms of the ENA. The ENA provides a basis for due diligence, lease negotiations, and preliminary site development but the Great Park Board could direct staff to pursue an alternative instrument to establish a relationship with Pretend City

if it determined the ENA creates unnecessary or unreasonable commitments for the City or developer.

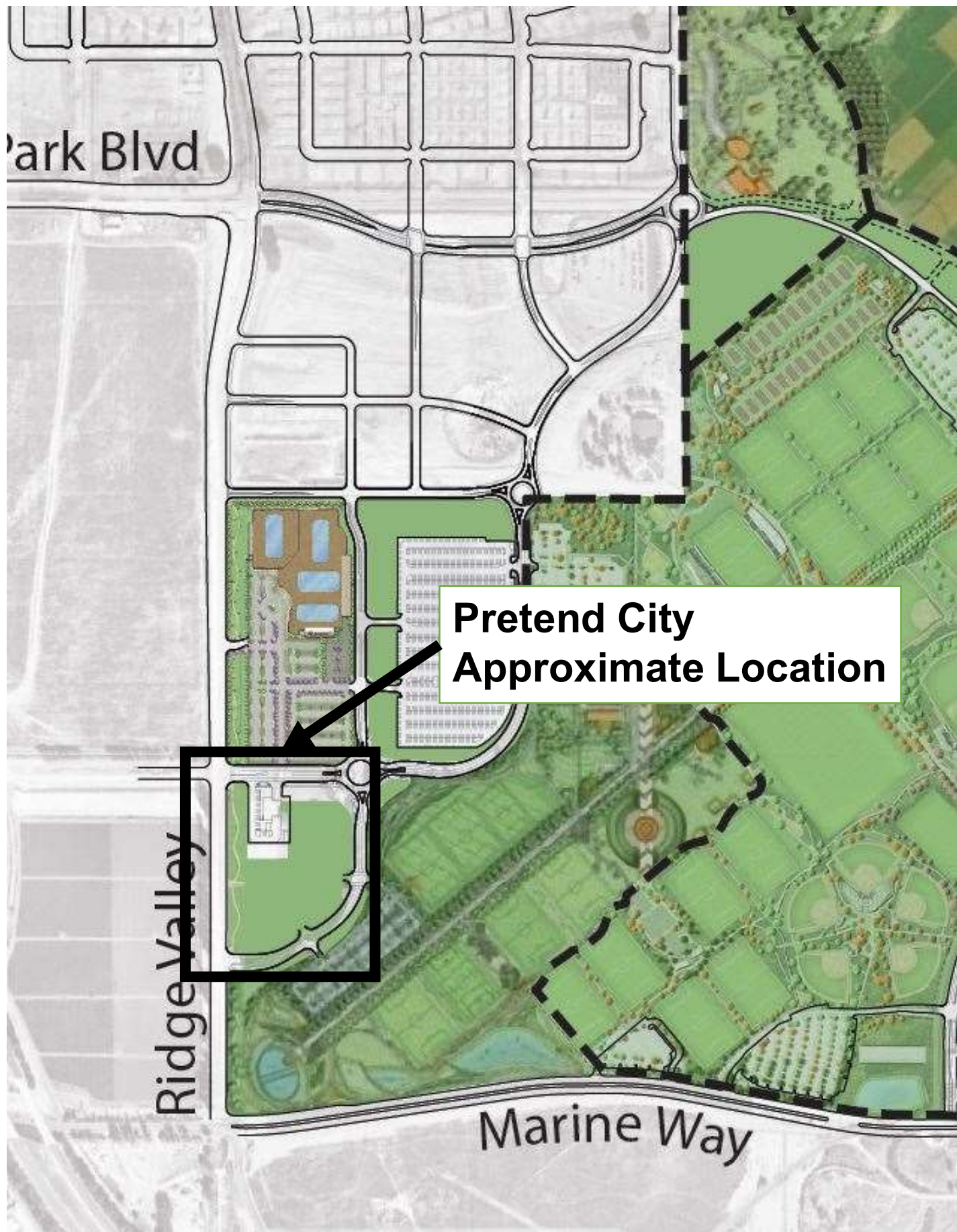
FINANCIAL IMPACT

The ENA defines the parties' respective obligations during the negotiating period. Each party is responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under this agreement. The City costs for performing its obligations will be absorbed by the existing Great Park Operating Budget.

REPORT PREPARED BY Steve Torelli, Management Analyst II

ATTACHMENTS

1. Map of potential site location of the Pretend City Children's Museum
2. Proposed Exclusive Negotiating Agreement Between the City of Irvine and Pretend City, Children's Museum of Orange County



EXCLUSIVE NEGOTIATING AGREEMENT

PRETEND CITY

THIS EXCLUSIVE NEGOTIATING AGREEMENT (the "Agreement") is entered into as of _____, 2019 (the "**Effective Date**"), by and between the **CITY OF IRVINE**, a chartered city and municipal corporation ("**City**"), and **PRETEND CITY, CHILDREN'S MUSEUM OF ORANGE COUNTY**, a California nonprofit public benefit corporation ("**Pretend City**"). City and Pretend City may be individually referred to herein as a "**Party**" and collectively referred to herein as the "**Parties**".

RECITALS

The following recitals are a substantive part of this Agreement.

A. Pretend City owns and operates the Pretend City Children's Museum, an early childhood education and wellness interactive museum located on leased premises at 29 Hubble, in the City of Irvine, County of Orange, State of California (the "**Existing Facility**").

B. Since its opening in August 2009, the Existing Facility has served over one million visitors. In recent years, Pretend City has outgrown the Existing Facility, causing space constraints and limiting the number of exhibits, experiences and visitors that can be accommodated. In order to serve more visitors and expand its exhibits and interactive displays, including outdoor exhibits, and increase its content and infrastructure to provide state-of-the-art early childhood experiences and resources, Pretend City desires to relocate and develop a new Pretend City Children's Museum (a "**New Facility**") at a larger site.

C. City is the owner of fee title in certain real property that has been designated for development of a metropolitan park known as the "Orange County Great Park," located in the City of Irvine, County of Orange, State of California (the "**Great Park**").

D. Pretend City wishes to explore the possibility of developing and operating a New Facility (a "**Proposed Development**") within the western portion of the Great Park (the "**Western Portion**"). The approximate location within the Western Portion of the Great Park is depicted on the Map attached hereto as Exhibit "A" and incorporated herein by this reference.

E. The purpose of this Agreement is to establish a period during which Pretend City may perform studies and investigations and other due diligence activities within an approximately six (6) acre site in the Western Portion (the "**Proposed Site**") to determine the feasibility of the development of a Proposed Development, and City and Pretend City shall exclusively negotiate with each other in an attempt to agree on terms on which City would lease the Proposed Site to Pretend City for Pretend City's development and operation of a Proposed Development (a "**Ground Lease**").

NOW THEREFORE, the Parties mutually agree as follows:

1. **Agreement to Negotiate in Good Faith.** City and Pretend City agree that for the term of the "Negotiating Period" (as defined in Section 2 hereof) each Party shall diligently and in good faith attempt to negotiate the terms of a Ground Lease for Pretend City's development of a Proposed Development on the Proposed Site for consideration by the Irvine City Council (the "**City Council**"). During the Negotiating Period, City agrees to negotiate exclusively with Pretend City, and not to negotiate with any other person or entity, with regard to the lease or development of the Proposed Site; provided that during such time City may receive competing and/or alternative proposals from third parties.

2. **Negotiating Period.** The negotiating period (the "**Negotiating Period**") shall be for a period of ninety (90) days, commencing on the Effective Date. The City Manager of City, or his or her designee, shall have the right, in his or her reasonable discretion, to extend the Negotiating Period for up to an additional sixty (60) days, resulting in a total Negotiating Period of up to one hundred fifty (150) days. Upon the expiration of the Negotiating Period, this Agreement shall automatically terminate, without further written notice. Upon such automatic termination, the Parties acknowledge and agree that neither Party shall have any further rights or remedies as to the other, except as specifically set forth herein

3. **Obligations During Negotiating Period.** The Parties' respective obligations during the Negotiating Period are set forth in Exhibit "B", which is attached hereto and incorporated herein.

4. **Due Diligence.** Pretend City and its employees, contractors, agents, representatives, architects, engineers and consultants (collectively, the "**Pretend City Entities**"), at Pretend City's sole cost and expense, shall have the right to inspect the Proposed Site, make surveys and conduct such soils, engineering, hazardous or toxic material, pollution, seismic or other tests, studies and investigation as Pretend City may require (collectively, the "**Inspections**"), pursuant to the terms of this Section 4.

(a) Pretend City shall cause the Inspections to be conducted at times reasonably acceptable to City, upon not less than seventy-two (72) hours' prior written notice to City in each instance, and in a manner that does not materially adversely affect the Proposed Site. City may have a representative present at any Inspections of the Proposed Site.

(b) In conducting its Inspections at the Proposed Site, Pretend City and Pretend City Entities shall: (i) not damage any part of the Proposed Site (other than invasive testing conducted in accordance with Sections 4(c) and (d) below) or any personal property owned or held by any third party; (ii) promptly repair any damage to the Proposed Site resulting directly or indirectly from the entry by Pretend City or Pretend City Entities or from any such Inspections; (iii) not injure or otherwise cause bodily harm to City, or its tenants, agents, guests, invitees, contractors and employees; (iv) comply with all applicable laws; (v) promptly pay when due the costs of all Inspections; and (vi) not

permit any liens to attach to the Proposed Site by reason of the exercise of Pretend City's rights hereunder.

(c) Notwithstanding anything to the contrary in this Section 4, Pretend City shall not undertake any invasive testing, including, without limitation, taking samples of any kind or type from the Proposed Site, until such time as Pretend City has submitted to City and obtained City's prior written approval of Pretend City's proposed work plan, which work plan shall include Pretend City's sampling and testing procedures. City's approval pursuant this Section 4 shall not be unreasonably withheld, conditioned, or delayed.

(d) Promptly upon completion of each Inspection, Pretend City shall cause the portion of the Proposed Site subject to such Inspection to be restored to the condition existing immediately prior to such Inspection. Pretend City shall provide City, at no additional charge, with copies of the results of each Inspection made by or for Pretend City concurrently with Pretend City's receipt of such results.

(e) Pretend City hereby indemnifies, defends, and holds harmless City and the Orange County Great Park Corporation and their respective officers, officials, members, employees, directors, agents, representatives, contractors, and volunteers (collectively, the "**City and City Personnel**"), and the Proposed Site, free and harmless from and against any and all claims, damages, liabilities, demands, actions, liens, stop notices, losses, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising from or as a result of the conducting of Inspections, except to the extent caused by an indemnified party's gross negligence, recklessness or intentional misconduct.

(f) Pretend City's obligations under this Section 4 shall survive the expiration or termination of this Agreement.

5. Pre-Existing Environmental Conditions. Pretend City acknowledges that commencing in the 1940's, the Great Park was operated for over fifty (50) years as a military base, including as a "Master Jet Station." Throughout its operational years, the mission of the Master Jet Station involved the operation and maintenance of military aircraft and ground-support equipment. A by-product of these activities was the generation of "Toxic Materials" (as defined below) at various locations. Since the late 1980's, the California Department of the Navy ("**DON**"), which oversees both the United States Navy and Marine Corps, has undertaken environmental investigations, analysis, testing, and remediation activities in the Great Park to address past releases of Toxic Materials.

Pretend City acknowledges and agrees that there are numerous environmental documents pertaining to the Great Park and the Proposed Site, including with respect to the presence of Toxic Materials. Many of such documents are a matter of record; however, certain documents are available only upon request to the appropriate regulatory agencies, including the Department of Toxic Substances Control, the California Regional Water Quality Control Board, and the DON. Pretend City acknowledges and agrees that

with respect to the Inspections Pretend City shall be bound by the terms, reservations, easements, covenants, conditions, restrictions and agreements set forth in such documents as they relate to the Proposed Site, and this Agreement and Pretend City's right to enter the Proposed Site and conduct Inspections shall be subject to and subordinate to such documents and restrictions, and any amendments thereto as may be made from time to time, and/or other remedial or related requirements as may be imposed on the Proposed Site (collectively, the "**Environmental Restrictions**"). As used in this Agreement, the term "**Toxic Materials**" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substances Account Act), (iii) defined as a "hazardous material" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) formaldehyde, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (x) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) ("**RCRA**"), or (xii) defined as "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

6. **Insurance.** Without limiting Pretend City's indemnification obligations under this Agreement, prior to Pretend City conducting any soil testing, taking any samples from the Proposed Site, or engaging in any other Inspection that will disturb the Proposed Site (any of the foregoing Inspections, a "**Soil Disturbing Inspection**"), Pretend City shall procure and maintain, at its sole cost and for the remaining duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Pretend City and/or Pretend City Entities, including without limitation Pretend City's conducting of the Soil Disturbing Inspections. In the event that Pretend City subcontracts any portion of the work, the contract between Pretend City and such subcontractor shall require the subcontractor to maintain the same types (with the same endorsements) and amounts of insurance that Pretend City is required to maintain pursuant to this Section.

A. **Comprehensive General Liability Insurance** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01

including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for liability arising out of Pretend City's performance of this Agreement, including without limitation Pretend City's conducting of the Soil Disturbing Inspections. Such insurance shall be endorsed to:

- (1) Name the City and City Personnel as additional insureds for claims arising out of Pretend City's performance of this Agreement, including without limitation Pretend City's conducting of the Soil Disturbing Inspections.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

B. Pollution Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Such insurance shall include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs. Such insurance shall be endorsed to:

- (1) Name the City and City Personnel as additional insureds for claims arising out of Pretend City's performance of this Agreement, including without limitation Pretend City's conducting of the Soil Disturbing Inspections.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

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

- (1) Waive the insurer's right of subrogation against the City and City Personnel.

D. Evidence of Insurance: Pretend City shall provide to City a Certificate(s) of Insurance evidencing such coverage, together with copies of the required policy endorsements, no later than five (5) business days prior to commencement of any Soil Disturbing Inspections and at least fifteen (15) business days prior to the expiration of any policy. Statements on an insurance certificate will not be accepted in lieu of the actual endorsements required. Once obtained pursuant to the requirements of this Agreement, coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

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

7. No Predetermination of City Discretion. The Parties acknowledge and agree that nothing in this Agreement in any respect does or shall be construed to affect or prejudice the exercise of City's discretion concerning the designation of the Proposed Site and/or consideration of a Proposed Development or a Ground Lease, or any submittal by Pretend City with respect to either of the foregoing. The Parties do not intend for this Agreement to be a Ground Lease, development agreement, purchase agreement or other agreement for the lease or other conveyance of land or the construction or development of improvements thereon. The Parties acknowledge and agree that they have not agreed upon the essential terms of the subject matter of a transaction, and that such essential terms will be the subject matter of further negotiations. Notwithstanding any submittals to be made by Pretend City hereunder, the Parties acknowledge and agree that any final agreement, if an agreement is reached, would be in the form of a Ground Lease, and any such Ground Lease would not be effective until it has been considered and formally approved by the City Council and Pretend City and thereafter has been executed by authorized representatives of each of the Parties. Notwithstanding anything in this Agreement to the contrary, City does not intend by this Agreement to commit to a definite course of action with respect to the Proposed Site, a Proposed Development or a Ground Lease. City retains full discretion with respect to the Proposed Site, a Proposed Development and a Ground Lease, any determination under the California Environmental Quality Act of 1970, Public Resources Code Section 21000, *et seq.* ("**CEQA**") with respect to a Proposed Development and Ground Lease, and any mitigation measures or alternatives to a Proposed Development pursuant to CEQA, including a decision not to proceed with a Proposed Development or a Ground Lease.

8. Costs and Expenses. Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under this Agreement. In addition, Pretend City hereby acknowledges and agrees that should the Parties negotiate a Ground Lease for a Proposed Development, Pretend City shall be responsible for all of the costs to develop and operate the Proposed Development, without any financial assistance provided by City.

9. Lead Negotiators. The City Manager, or his or her designee, shall be the lead negotiator for the City with respect to the subject matter of this Agreement. The Executive Director of Pretend City, or his or her designee, shall be the lead negotiator for Pretend City with respect to the subject matter of this Agreement.

10. Change in Pretend City. The qualifications of Pretend City are of particular interest to City. Consequently, with the exception of an "Affiliate" (as defined below), no person or entity, whether a voluntary or involuntary successor of Pretend City, shall acquire any rights or powers under this Agreement, nor shall Pretend City assign all or

any part of this Agreement, without the prior written approval of City. Any such approval by City may be granted, withheld or denied at City's sole and absolute discretion. Any other purported transfer, voluntarily or by operation of law, shall be absolutely null and void and shall confer no rights whatsoever upon any purported assignee or transferee. As used in this Agreement, the term "**Affiliate**" means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with Pretend City. The term "control" as used in the immediately preceding sentence, means, with respect to a person or entity that is a corporation, the right to the exercise, directly or indirectly, of more than fifty percent (50%) of the voting rights attributable to the shares of the controlled corporation, and, with respect to a person or entity that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person or entity.

11. City Cooperation. City agrees to cooperate with Pretend City in supplying financial contributors and potential sources of financing with appropriate information related to the Proposed Site, if available and not otherwise privileged, for Pretend City to obtain financing or commitments for financing the development of a Proposed Development. City shall also cooperate with Pretend City's professional consultants and associates in providing them with any information and assistance reasonably within the capacity of City to provide in connection with the preparation of Pretend City's submissions to City pursuant to this Agreement or as required by state or local laws and regulations. This requirement does not obligate City to incur any monetary costs therefor.

12. Address for Notices. Any notices pursuant to this Agreement shall be in writing and sent (i) by Federal Express (or other established and reputable express delivery service which maintains delivery records), (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the following addresses:

To City:	City of Irvine 1 Civic Center Plaza Irvine, CA 92606 Attn.: City Manager
With a copy to:	City of Irvine 1 Civic Center Plaza Irvine, CA 92606 Attn.: Orange County Great Park Director
And to:	City of Irvine 1 Civic Center Plaza Irvine, CA 92606 Attn.: City Attorney
To Pretend City:	Pretend City Children's Museum 29 Hubble Irvine, CA 92618 Attn: Executive Director

Any Party may designate a different address for itself by notice similarly given. Any notice, demand or document so given, delivered or made by United States mail, shall be deemed to have been given seventy-two (72) hours after the same is deposited in the United States mail as registered or certified mail, addressed as above provided, with postage thereon fully prepaid. Any notice, demand or document delivered by overnight delivery service shall be deemed complete upon actual delivery or attempted delivery, provided such attempted delivery is made on a business day. Any such notice, demand or document not given by registered or certified mail or by overnight delivery service as aforesaid shall be deemed to be given, delivered or made upon receipt of the same by the Party to whom the same is to be given or delivered.

13. Default. Failure by either Party to negotiate in good faith or to perform any other of its obligations as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the action required to cure the default. If the default remains uncured fifteen (15) days after the date of such notice, the non-defaulting Party may exercise the remedies set forth in Section 14 of this Agreement.

14. Remedies for Breach of Agreement. In the event of an uncured default under this Agreement, the sole remedies of the non-defaulting Party shall be to (a) terminate this Agreement, or (b) institute an action for specific performance of this Agreement. Following the termination of this Agreement, neither Party shall have any further rights, remedies or obligations under this Agreement, except as specifically set forth herein. Neither Party shall have any liability to the other for monetary damages for the breach of this Agreement, or failure to reach agreement on a Ground Lease, and each Party hereby waives and releases any such rights or claims it may otherwise have at law or at equity. Furthermore, Pretend City knowingly agrees that it shall have no right to specific performance for conveyance of any right, title or interest in the Proposed Site or any portion thereof, and shall not file a lis pendens with respect to the Proposed Site or any portion thereof. The Parties' rights and obligations under this Section 14 shall survive the expiration or termination of this Agreement.

15. Termination. During the Negotiating Period, including any extension, either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.

16. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

17. Time of Essence. Time is of the essence of every portion of this Agreement in which time is a material part. In no event shall an incomplete submittal by Pretend City trigger any obligation of City to review and/or perform hereunder; provided, however that City shall notify Pretend City of an incomplete submittal as soon as is

practicable and in no event later than the applicable time set forth for City's action on the particular item in question. Further, the time periods set forth herein are outside dates of performance. In the event a Party completes a performance item earlier than the time required hereunder, the time for the next performance obligation of a Party shall commence. Thus, the Parties agree that the requirements hereunder may occur and be completed in a shorter time frame than set forth herein.

18. Agreement Does Not Constitute Development Approval. City reserves final discretion and approval as to any Proposed Development and any Ground Lease and all proceedings and decisions in connection therewith. This Agreement shall not be construed as a grant of development rights or land use entitlements to construct a Proposed Development or any other project on the Proposed Site. All design, architectural, and building plans for any Proposed Development shall be subject to the review and approval of City and any other Federal, State or local entity with jurisdiction over the Proposed Site and/or Proposed Development. By its execution of this Agreement, City is not committing itself to or agreeing to undertake the disposition of the Proposed Site to Pretend City, or any other acts or activities requiring the subsequent independent exercise of discretion by City or any agency or department thereof.

19. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California.

20. Amendments. This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by the Parties.

21. Implementation of Agreement. City shall maintain authority to implement this Agreement through the City Manager (or his or her designee). The City Manager shall have the authority to make approvals, waive provisions and/or enter into certain amendments of or implementing agreements for this Agreement on behalf of City so long as such actions do not materially or substantially change the substantive business terms of this Agreement, or add to the costs incurred or to be incurred by City as specified herein. All other material and/or substantive approvals, waivers, or amendments shall require the consideration, action and written consent of the City Council.

21. No Brokers. Each Party shall indemnify, defend, protect and hold harmless the other Party from and against any and all obligations or liabilities to pay any real estate broker's commission, finder's fee, or other compensation to any person or entity arising from or in connection with this Agreement which results from any act or agreement of such Party.

22. Conflict of Interest. No member, official or employee of City having any conflict of interest, direct or indirect, related to this Agreement or the development of the Project shall participate in any decision relating to this Agreement. The Parties represent and warrant that they do not have knowledge of any such conflict of interest.

23. Counterparts. This Agreement may be executed in counterparts, each of

which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

[End of Agreement- Signature page follows]

NOW THEREFORE, City and Pretend City have executed this Exclusive Negotiating Agreement as of the date first set forth above.

CITY:

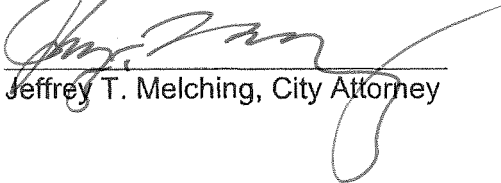
CITY OF IRVINE,
a chartered city and municipal corporation

By: _____
John A. Russo, City Manager

ATTEST:

Molly McLaughlin, City Clerk

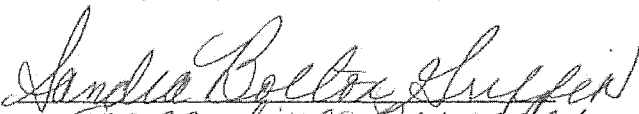
APPROVED AS TO FORM:
RUTAN & TUCKER, LLP



Jeffrey T. Melching, City Attorney

DEVELOPER:

PRETEND CITY CHILDREN'S MUSEUM, a
California nonprofit public benefit corporation

By: 
Its: Executive Director

By: _____
Its: _____

EXHIBIT "A"

MAP OF WESTERN PORTION OF GREAT PARK

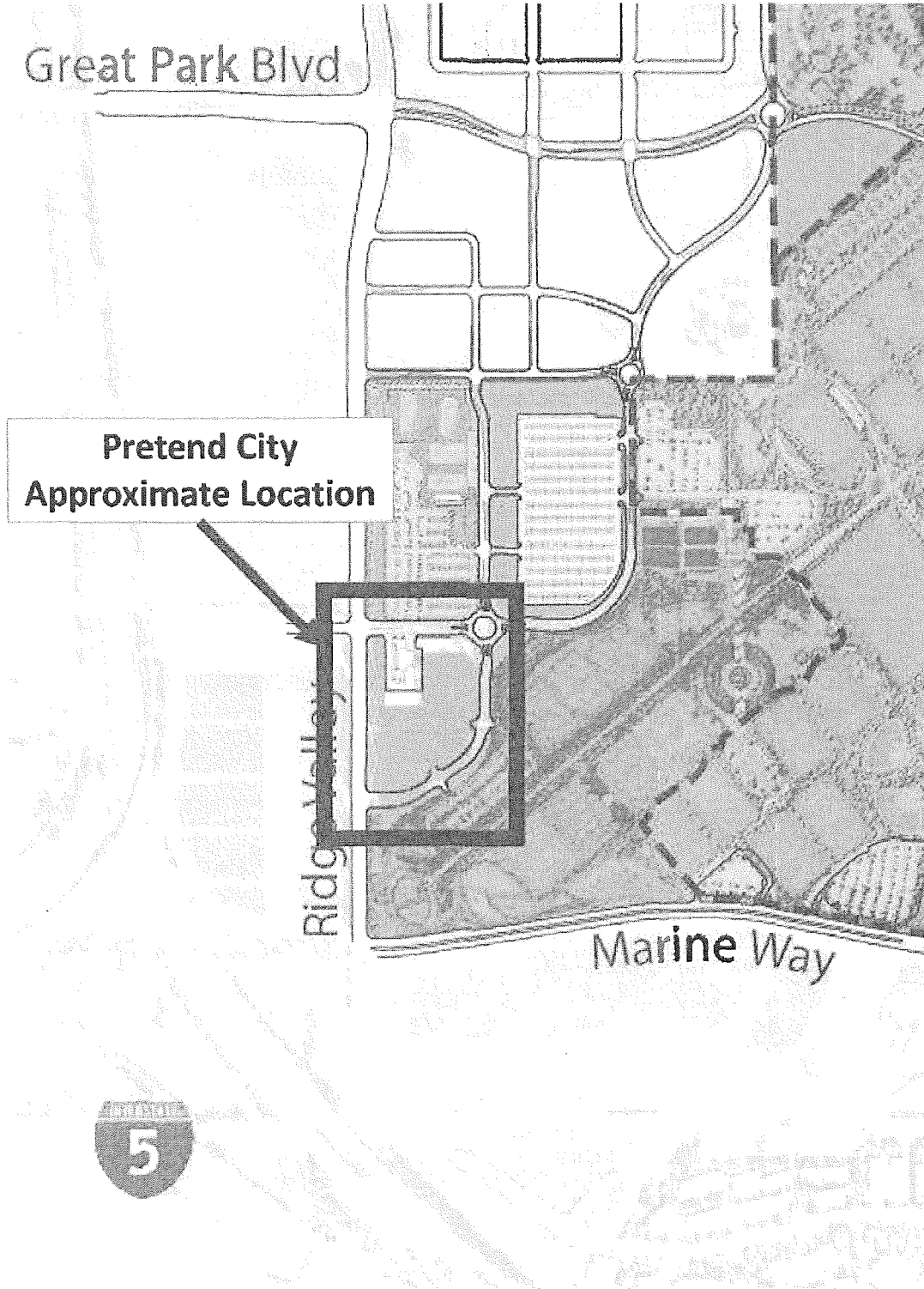


EXHIBIT "B"

NEGOTIATING PERIOD OBLIGATIONS

a. Identification of Proposed Site. Within the first thirty (30) days of the Negotiating Period, City and Pretend City shall negotiate in good faith to identify the portion of the Western Portion that will be designated as the Proposed Site. Upon such identification, City and Pretend City shall confirm such location, in writing.

b. Property Documents. Within thirty (30) days after the Parties' identification of the Proposed Site, City shall provide or cause to be provided to Pretend City all documents relating to the physical or environmental condition of the Proposed Site (including, but not limited to, environmental, property physical condition, geological studies, engineering and structural analyses, and geotechnical reports and soil tests and analyses) to the extent reasonably known to be in City's possession (except for such materials which have previously been provided to Pretend City).

c. Pretend City Due Diligence. Pretend City and Pretend City Entities, at Pretend City's sole cost and expense, shall perform Inspections with respect to the Proposed Site, all in accordance with Section 4 of the Agreement.

d. Title Report. Within thirty (30) days after City and Pretend City identify the Proposed Site, City shall cause First American Title Company, or another title company reasonably acceptable to the Parties, to provide Pretend City with a current preliminary title report covering the Proposed Site, together with legible copies of all documents and instruments referred to in said title report, to the extent available from the title company. During the Negotiating Period, Pretend City shall review the preliminary title report and documents.

e. Pretend City Submission of Proposed Development Concept. Within the first sixty (60) days of the Negotiating Period, Pretend City shall submit to City the following (collectively, the "Development Concept"):

(i) a proposed project description, concept drawings, and site plan.

(ii) a proposed schedule for commencement and completion of construction of a Proposed Development.

(iii) an estimate of development costs for a Proposed Development.

(iv) a written financial pro forma, in form and substance reasonably acceptable to City, regarding the anticipated costs and returns related to the development, operation, management and leasehold of a Proposed Development.

f. Pretend City's Due Diligence Approval. Prior to the expiration of the Negotiating Period, Pretend City shall submit to the City the following:

(i) written confirmation that Pretend City has completed all due diligence items, and accepts the Proposed Site, including without limitation, the environmental condition of the Proposed Site and physical condition of the Proposed Site.

(ii) written approval of the preliminary title to the Proposed Site.

g. Negotiation and Attempt to Prepare Draft Ground Lease. During the Negotiating Period, the Parties shall diligently negotiate and attempt to prepare a draft Ground Lease, based upon the terms and conditions contained in the Development Concept.

h. CEQA Requirements. During the Negotiating Period, City shall identify the CEQA requirements for a Proposed Development. Pretend City shall be responsible for the cost of all CEQA documentation.

i. Application for Land Use Entitlements. Within thirty (30) days after City's receipt of Pretend City's submittals pursuant to Section e(i) above, City shall identify the permits required for a Proposed Development. Prior to the expiration of the Negotiating Period, Pretend City shall make applications for all land use entitlements and approvals required for a Proposed Development.

j. Financing Commitment. Prior to the expiration of the Negotiating Period, Pretend City shall provide to City for City review and approval a preliminary commitment from qualified lenders and/or equity sources for construction and permanent financing for a Proposed Development.

The City Manager shall have the authority to grant extensions to the times for performance set forth in this Exhibit "B"; provided, however, that no such extension shall result in the Negotiating Period extending beyond a cumulative total of 150 days.


2.5



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 22, 2019

TITLE: RECOMMENDED REALIGNMENT OF DEPARTMENT DIRECTOR POSITIONS TO REFLECT BEST PRACTICES AND ADDRESS INTERNAL EQUITY


Assistant City Manager
City Manager

RECOMMENDED ACTION

1. Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING A CLASSIFICATION AND COMPENSATION POLICY FOR MANAGEMENT AND NON-REPRESENTED EMPLOYEES (EXEMPT) OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 18-59, WHICH IS INCONSISTENT THEREWITH
2. Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING FULL-TIME POSITIONS IN ACCORDANCE WITH THE PROVISIONS OF COMPENSATION RESOLUTIONS AND THE OPERATING BUDGET FOR THE 2018-19 FISCAL YEAR, AND SUPERSEDING RESOLUTION NO. 18-60, WHICH IS INCONSISTENT THEREWITH
3. Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING THE SALARY GRADE ORDER STRUCTURE AND SALARY RANGES FOR EMPLOYEES OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 18-61, WHICH IS INCONSISTENT THEREWITH

EXECUTIVE SUMMARY

The recommended actions propose classification changes and position realignment in the Orange County Great Park Division, City Clerk's Office and Administrative Services Department to properly reflect the current span of responsibility, address internal equity among other comparable positions in the City organization, realign workload, and implement best practices as found at comparable cities. The proposed changes do not increase staffing levels.

The following table illustrates the proposed full-time and part-time staffing levels overseen by the various Department Directors in the City, along with reporting relationships.

Department Director	Reporting To	Full and Part Time Staffing Level in Department
City Clerk*	City Manager	19
Community Development	Assistant City Manager	116
Community Services	Assistant City Manager	793
Human Resources & Innovation*	Assistant City Manager	31
Financial Management & Strategic Planning*	Assistant City Manager	36
Public Affairs & Communications	City Manager	8
Public Safety	City Manager	469
Public Works	Assistant City Manager	150
Transportation	Assistant City Manager	22

*Proposed changes

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Unless otherwise directed by a member of the City Council, the vote on this matter will reflect the prior action of each City 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.

ANALYSIS

Staff evaluated the structures of City Clerk's Office, Orange County Great Park Division, and Administrative Services Department against other comparable organizations and determined certain programs, services and positions were not optimally situated for an organization of Irvine's size and scope. The following summarizes the recommended changes.

City Clerk's Office

Staff evaluated the classification level for the City Clerk position in relation to other director-level positions in the City and in comparison to similar sized cities. The City Clerk effectively functions as a department director, responsible for the oversight of municipal elections, records management, central reception, duplicating, and mail operations. Staff recommends the position be reallocated on the Salary Grade Order from a Deputy

Director classification to a Director classification so that it is equitable with the City's other director-level positions and consistent with comparable cities.

Orange County Great Park Division in the City Manager's Office

The scope of responsibility for the existing Great Park Director position has greatly diminished overtime. The new City Manager has brought experience in conducting multifaceted negotiations, developing public-private partnerships, overseeing interagency coordination, implementing long-term strategy, and providing executive oversight to large complex projects. Moreover, the recently hired Manager of Economic Development has knowledge, skills, and abilities that will be of benefit to the Orange County Great Park. Economic Development's efforts in working with internal and external stakeholders to increase the City's footprint in the business community will have some crossover functionality in support of the Orange County Great Park's mission. With the City Manager providing executive oversight to the Orange County Great Park, the resources tied to the director-level position can be repurposed to address the project's pressing needs of research and analysis at the staff level. In addition to reclassifying an existing Manager to Deputy Director, the recommended actions propose exchanging the vacant Director of Great Park and Great Park Property Administrator positions for the lower-level positions of Management Analyst I and Special Programs Administrator.

Administrative Services Department

Administrative Services is comprised of Finance, Human Resources, Information Technology, Budget, and Purchasing. The combination of such diverse functions within a single department is inconsistent with industry standards, best practices and is not typically found in cities of comparable size and structure. By enhancing Human Resources' organizational presence, stronger emphasis will be placed on employee engagement, morale, staff development and interdepartmental collaboration. Staff recommends that Human Resources report directly to the Assistant City Manager under a newly established Department of Human Resources & Innovation to include Information Technology. Oversight of these services can be accomplished through existing resources by reclassifying the current Deputy Director of Administrative Services to Director of Human Resources & Innovation.

The remaining divisions of Administrative Services would continue to report to the Assistant City Manager under the new title of the Department of Financial Management & Strategic Planning. Toward this end, the recommended actions include retitling Director of Administrative Services to Director of Financial Management & Strategic Planning.

Attachments four through seven contain revised organization charts reflecting the recommended changes.

ALTERNATIVES CONSIDERED

The City Council could reject the recommended actions in whole or in part. This is not recommended as the proposed structure is reflective of industry standards, municipal best practices and is consistent with other agencies of similar size and scope.

FINANCIAL IMPACT

The recommended actions result in a total savings of approximately \$91,400.

Orange County Great Park

Existing	Proposed	Financial Impact
Director of Orange County Great Park	Management Analyst I	\$124,051 savings
Great Park Property Administrator	Special Programs Administrator	\$12,480 savings
Manager of Great Park Planning & Development	Deputy Director of Orange County Great Park	\$8,378 cost
		\$128,153 savings

General Fund

Existing	Proposed	Financial Impact
Deputy Director of Administrative Services	Director of Human Resources & Innovation	\$18,358
City Clerk at Deputy Director-level	City Clerk at Director-level	\$18,358
Director of Administrative Services	Director of Financial Management & Strategic Planning	No Impact
		\$36,716 cost

REPORT PREPARED BY

Marianna Marysheva, Assistant City Manager

ATTACHMENTS:

1. Management and Non-Represented Resolution
2. Position Control Resolution
3. Salary Grade Order Resolution
4. Organizational Chart – Orange County Great Park
5. Organizational Chart – Department of Human Resources & Innovation
6. Organizational Chart – Department of Financial Management & Strategic Planning
7. Organizational Chart – City Clerk's Office

CITY COUNCIL RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING A CLASSIFICATION AND COMPENSATION POLICY FOR MANAGEMENT AND NON-REPRESENTED EMPLOYEES (EXEMPT) OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 18-59, WHICH IS INCONSISTENT THEREWITH

WHEREAS, revisions have been made to the Classification and Compensation Policy; and

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

SECTION 1. ANNUAL COMPENSATION FOR MANAGEMENT AND NON-REPRESENTED EMPLOYEES

The pay grades for Management and Non-Represented Employees of the City of Irvine shall be set forth as shown in the applicable salary resolution adopted by the City Council.

SECTION 2. OTHER COMPENSATION COMPONENTS

Eligible exempt Management and Non-Represented employees shall receive additional compensation benefits as follows:

1. Pension:

A. The provisions of this Section 2.1 shall apply to all employees, as of June 30, 2003, who elected to decline the CalPERS benefits.

1. The City shall invest an amount equal to 12.448% of each employee's base salary in the City of Irvine Defined Contribution Pension Plan (DCPP) for employees who are actively employed in the unit on or after this Resolution is approved by the City Council. Employees shall become fifty percent (50%) vested in such plan upon completion of the initial six months of employment. Thereafter, such vested interest shall increase at the rate of 5% for every Plan Year in which the employee completes 1000 hours of service. Once the employee has completed five (5) years of service, he/she shall become 100% vested in the retirement plan.
2. The City will deduct an amount equal to 6.552% of each employee's base salary to invest in the City of Irvine DCPP. It is understood that this payroll deduction shall be mandatory for all employees who elect to remain in the City of Irvine DCPP.

3. All employees who elected to remain in the City of Irvine DCPD shall not be entitled to any CalPERS benefits, past, present or future, as provided under Section 2.1.B of this Resolution. If employees elected to remain in the City of Irvine DCPD, such participation shall continue until the employee terminates their employment from the City for any reason.
 4. The City will utilize retirement plan forfeitures to offset the cost of City of Irvine DCPD account management and administrative fees.
- B. The provisions of this section B.1 shall apply to employees, as of June 30, 2003, who elected to waive their rights to the City of Irvine Defined Contribution Pension Plan (DCPD) and who elected to transfer to the CalPERS program.
1. The City's contract with CalPERS shall include the following options:
 - a. 2.7% @ 55 Full Formula for Local Miscellaneous Members (Cal. Govt. Code Section 21354.5)
 - b. One Year Final Compensation (Cal. Govt. Code Section 20042)
 - c. Military Service Credit as Public Service (Govt. Code Section 21024), in which the employee pays the entire cost
 - d. Improved Non-Industrial Disability Allowance (Cal. Govt. Code Section 21427)
 - e. 4th Level 1959 Survivor Benefits (Govt. Code Section 21574)
 - f. Limit Prior Service to Members Employed on Contract Date (Govt. Code Section 20938)
 2. All eligible employees hired on or after July 5, 2003, the effective date of the CalPERS contract, shall become members of the CalPERS Retirement Program.
 3. All active eligible employees shall be members of CalPERS, unless they elected to decline the CalPERS benefits through the irrevocable election process. All employees covered by CalPERS shall no longer be entitled to any benefits past, present or future, provided under the City of Irvine DCPD referenced in Section 2.1.A above.
 4. Once a member of the CalPERS plan, such participation shall continue until the employee terminates employment with the City for any reason.

5. The CalPERS vesting schedule will apply (Cal. Govt. Code Section 21060).
 6. Employer-Paid Member Contributions and New CalPERS Miscellaneous Tiers
 - a. The full eight percent (8%) cost of the CalPERS member contributions will be paid by the employee.
 - b. Effective April 14, 2012, the City implemented the 2% @ 55 retirement program with the average of the three highest paid consecutive years for all miscellaneous employees hired on or after that date. Employees in the 2% @ 55 plan will pay the full 7% Member Contribution for the entire term of their employment.
 - c. All “new members” within the meaning of the California Public Employees Pension Reform Act of 2013 hired by the City on or after January 1, 2013, will be placed in the City’s Tier 3 plan; 2% at 62 formula for Miscellaneous employees. Employees will pay the full employee contribution, which will be one-half the normal rate as determined by CalPERS and there shall be no employer payment of any of the required employee contribution.
- C. The Sworn employees listed in Exhibit A shall become a member of the CalPERS retirement plan for local safety employees, pursuant to the contract between the City and CalPERS.
1. Once a member of the CalPERS plan, such participation shall continue until the employee terminates employment with the City for any reason.
 2. The CalPERS vesting schedule will apply (Cal. Govt. Code Section 21060).
- For employees who are members of the City’s 3% at 50 CalPERS, the full nine percent (9%) member contribution will be paid by the member, through pre-tax payroll deduction.
3. All “new members” within the meaning of the California Public Employees Pension Reform Act of 2013 hired by the City on or after January 1, 2013, will be placed in the City’s Tier 3 plan; 2.7% at 57 for Sworn employees. Employees will pay the full employee contribution, which will be one-half the normal rate as determined by CalPERS and there shall be no employer payment of any of the required employee contribution.
 4. Employer paid member contributions shall be considered deferred income for federal and state income tax purposes. Should any state or

federal agency alter the current income tax treatment of such payments, the consequences of such action shall be the sole responsibility of the affected employees, and shall in no way alter any obligation of the City toward such employees.

2. Retiree Health Plan

- A. The City shall contribute an amount equal to two percent (2%) of each employee's base salary in a Retiree Health Savings (RHS) account, which shall be administered by the employees covered by this Resolution.
- B. An employee who has retired from the City and has either attained the age of sixty (60) years or is fifty (50) years old and has completed five (5) years of service with the City shall be entitled to purchase the medical insurance plan in effect at the time of retirement at the City's rates for the employee and the employee's dependents at the cost to the former employee, now retiree.
- C. The City will allow a spouse of an eligible retired unit member to continue to purchase the medical insurance after the death of the retired employee, provided that the spouse was covered under a City insurance plan at the time of employee's death and provided that there has been no break in coverage since the employee's retirement. This eligibility for continued coverage ceases if such spouse remarries.
- D. Each representation unit has determined the type of retiree health program in which its members shall participate. In order to ensure that the employees can maximize their benefits, the City agrees to allow employees to remain in the designated type of retiree health program throughout their service with the City, whether or not the employee moves to another representation unit(s). In the event an employee moves to another representation unit, the City will contribute an amount up to the contribution established for the new unit's retiree health plan and the employee will not be eligible to participate in any other non-voluntary health plan offered to City employees. If the City's contribution toward a retiree health plan in the new unit is less than what is required for the employee's designated retiree health plan, the difference will be deducted from the employee's pay.

3. Health Insurance Benefits

A. Indemnity Medical Insurance

The City shall provide the option to employees to enroll in a medical indemnity insurance plan.

B. Indemnity Dental Insurance

The City shall provide the option to employees to enroll in a dental indemnity insurance plan.

C. Health Maintenance Organizations

The City shall provide the option to employees to enroll in a health maintenance organization and/or a dental maintenance organization.

D. Vision Care Plan

The City shall provide a vision care plan.

- E. For employees who choose the PPO medical plan, the total cost to the City for medical, dental, psychological and vision insurance shall not exceed \$694.04 per month, per employee, \$754.04 per month, per employee plus one (1) dependent or \$1,064.31 per month per employee plus family. The medical tier that the employee selects will drive the insurance cap that is applied to the employee's health benefit selections.

- F. Employees have the option of enrolling themselves and/or their dependents into a no-cost medical plan rather than being subject to the cap as set forth in item F., above. Under the no-cost plan, the City will provide any HMO Medical Plan and any HMO Dental Plan offered by the City, as described in item F. above. Under this option, employees may choose to upgrade from the HMO Dental Plan to the PPO Dental Plan, however the employee will be required to pay the difference in premium between the HMO Dental Plan and the PPO Dental Plan.

Effective January 1, 2015, any increase in the cost of the HMO Medical Plans over the costs in effect December 31, 2014, will be borne as follows: The City will pay 95% of the increased cost, and employees enrolled in HMO Medical Plans will pay the remaining 5% of cost increases in annual premiums. Each year thereafter, the amount paid by employees in prior years will be added to that portion of the increase (five percent 5%) the employees will pay in the current year.

4. Disability Insurance

The City shall provide a long-term disability insurance plan for employees.

5. Life Insurance

Employees covered by this Resolution shall be provided a life insurance policy in the amount equal to a full year's base salary rounded up to the next \$1,000.

6. Flexible Spending Account

Employees may use pre-tax dollars to pay for eligible medical and dependent care expenses per Internal Revenue Code Sections 125 and 129. The City will use what legal means exist to recover cost for claims paid in advance of sufficient employee payroll deduction being made upon the employee's separation from the City.

7. Expense Allowances

A. Vehicle/Vehicle Allowance

Management employees listed in Sections A and B of Attachment I shall be provided a vehicle at City expense or a monthly vehicle allowance. Those classifications listed in Section C of Attachment I shall be provided a monthly vehicle allowance. The City Manager may approve use of a City vehicle or mileage reimbursement for those miles traveled in the employee's vehicle, which exceed the miles covered by the vehicle allowance based on the current mileage rate

Classifications in Section A and B	\$550
Classifications in Section C	\$300

B. Telecommunications Allowance

Employees listed in Sections A, B and C of Attachment I shall be provided a \$100.00 monthly allowance for cellular service. In addition, a reimbursement of up to \$200 for cellular equipment will be provided upon receipt of invoice initially (following appointment to an affected classification) and once every two years thereafter, if necessary to replace existing equipment. All contracts for cellular service for these employees shall be between the provider and the individual.

8. Vacation

Management and Non-Represented employees shall accrue vacation credits on a monthly basis as follows:

<u>Years of Service</u>	<u>Annual Vacation Credits</u>
1 through 3	120 hours
After 3 through 10	160 hours
After 10 years or more	200 hours

As an incentive for filling critical management and non-represented positions, as part of an offer of employment, the City Manager may grant a vacation balance of one week upon appointment.

Employees may not accrue more than three (3) times their annual accrual rate of vacation. When an employee earns vacation in excess of the maximum accrual, the employee shall be paid for vacation during the pay period earned and at the employee's base rate of pay.

The dates an employee may take her/his vacation shall be determined by the Department Director or the City Manager with due regard for the wishes of the employee and particular regard for the needs of the City. Other policies related to the accrual and use of vacation shall be as provided in the Personnel Rules and Procedures.

9. Vacation Buyback

On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. The employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. Payment will be made by Thanksgiving. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

10. Personal Sick Leave

Employees shall accrue personal sick leave credits at the rate of eight (8) hours per month.

Unless unforeseen and extenuating circumstances arise, in order to receive compensation while absent on sick leave, the employee shall notify her/his immediate supervisor or the Personnel Officer prior to or within one (1) hour after the time set for beginning her/his daily duties, or as may be specified by the head of her/his department. When absence is for one workday or more, the employee may be required to file a physician's certificate with the Personnel Officer, stating the cause of absence.

An employee receiving temporary disability payments under the Workers' Compensation laws may use a pro-rated amount of accumulated sick leave in order to continue to maintain her/his regular income. Under such circumstances, the employee shall submit any benefit payments from the Workers' Compensation fund to the Finance Officer.

An employee may be required to provide a doctor's release to return to work following an illness or injury resulting in an inability to perform assigned duties.

11. Personal Sick Leave Conversion

Employees having less than ten (10) years of consecutive full-time service shall be eligible, if they so desire, each quarter (January 1, April 1, July 1, October 1) to convert unused personal sick leave in excess of 168 hours at a ratio of eight (8) hours of vacation for every twenty-four (24) hours of personal sick leave. Employees with at least ten (10) years of full-time consecutive service shall be eligible to convert sick leave in excess of 168 hours at the ratio of eight (8) vacation hours for sixteen (16) sick leave hours. One hundred sixty-eight (168) hours must be accrued and retained prior to converting any excess personal sick leave hours to vacation hours.

Effective the pay period following April 1 of each year, regular full-time employees, whose unused personal sick leave has accumulated to more than 700 hours, must convert those hours in excess of 700 into their respective individual accounts in the Management Retiree Health Savings Plan, subject to a maximum conversion of 120 hours of sick leave per employee per year. The conversion of personal sick leave into the Retiree Health Savings Plan shall occur as follows:

- A. The City will convert unused sick leave into the Retiree Health Savings Plan for regular full-time employees having less than ten (10) years of consecutive full-time service at a ratio of three (3) hours of sick leave to one (1) hour of pay at the employee's current base salary rate.
- B. The City will convert unused personal sick leave into the Retiree Health Savings Plan for regular full-time employees with at least ten (10) years of consecutive full-time service at a ratio of two (2) hours of sick leave to one (1) hour of pay at the employee's current base salary rate.

Upon separation regular full-time employees must convert all remaining sick leave hours into their respective individual accounts in the Retiree Health Savings Plan as follows:

- 1. The City will convert unused personal sick leave into the Retiree Health Savings Plan for regular full-time employees having less than ten (10) years of consecutive full-time service at a ratio of three (3) hours of sick leave to one (1) hour of pay at the employee's current base salary rate.
- 2. The City will convert unused personal sick leave into the Retiree Health Savings Plan for regular full-time employees with at least ten (10) years of consecutive full-time service at a ratio of two (2) hours of sick leave to one (1) hour of pay at the employee's current base salary rate.

Employees who separate due to termination for cause or resignation/retirement in lieu of termination for cause shall not be eligible to convert their sick leave into the Retiree Health Savings Plan.

12. Personal Leave

Effective the pay period which includes January 1st of each year, employees shall receive a Personal Leave Benefit of seventy-one (71) hours per year. Such leave shall be available for employees to use from the beginning of the first pay period beginning in the calendar year through the end of the last pay period beginning in the calendar year. Such hours shall not accrue from year to year. This leave has no cash value and cannot be cashed out. If, at the end of the calendar year, the employee has any of this leave on the books, with the pay period including January 1, he/she will be provided with whatever amount of leave is necessary to bring his/her bank up to 71 hours. Probationary employees who commence employment with the City after January 1 will receive twenty four (24) less Personal Leave hours for every four (4) months the employee is not on paid status with the City.

The employee shall notify his/her immediate supervisor of the use of a Personal Leave day at least 36 hours in advance unless circumstances beyond the employee's control prevent such notification.

13. Bereavement Leave

Employees shall receive up to forty (40) hours for any one instance for absence necessitated by the death of immediate family members. Such credit shall not be accrued from year to year. The immediate family shall be defined as mean father, father-in-law, mother, mother-in-law, step-parent, brother, step-brother, sister, step-sister, wife, husband, registered domestic partner, child, step-child, grandparent, grandparents in-law, grandchild, legal guardian or other individuals whose relationship to the employee is that of a dependent, a domestic partner as defined by California Family Code section 297, or a person who stood *in loco parentis* (in place of a parent) to the employee.

14. Parenthood Leave

An employee may be granted a temporary parenthood leave of absence without pay, not to exceed 180 calendar days per year, upon approval from the City Manager. The employee requesting such leave shall present evidence of the birth or adoption of a child by the employee or spouse to his/her Department Director. The City will comply with all elements of parenthood leave under the Family Medical Leave Act and the California Family Rights Act. . Any such leave will run concurrently with parenthood leave as provided for under the FMLA and CFRA.

15. Administrative Leave

Effective the first pay period beginning in January of each year, employees in classifications listed in Section A, B, C or D of Attachment I will receive forty (40) hours of Administrative Leave per calendar year. Administrative Leave will be prorated on a monthly basis for management and non-represented employees appointed during the calendar year. Additional Administrative Leave may be approved by the Department Director or City Manager. Administrative Leave must be used by the end of the calendar year. Such hours shall not accrue from year to year or be paid off upon termination. . This leave has no cash value and cannot be cashed out. If, at the end of the calendar year, the employee has any of this leave on the books, with the pay period including January 1, he/she will be provided with whatever amount of leave is necessary to bring his/her bank up to 40 hours.

16. Education/ Reimbursement/Professional Development/Professional Advancement

Employees shall be eligible for reimbursement of approved education or professional development expenses to a maximum of \$1,300 per calendar year.

Up to \$500 of the employee's annual professional development fund may be used towards travel, expenses for City approved conferences, seminars, job-related training, and/or certified wellness programs for Sworn employees in accordance with Irvine Police Department and City Policy. Employees using professional development funds for travel-related purposes shall be subject to all guidelines established by City travel policies and procedures.

Up to \$250 of the employee's annual professional development funds may be used toward supplementing un-reimbursed expenses for his/her annual physical examination, subject to the provisions of Article 24 of the City's Personnel Rules and Procedures.

The sworn employees listed in Attachment I shall be eligible for a twelve percent (12%) Professional Advancement benefit upon attaining a California P.O.S.T. Executive Development Certificate or completion of a FBI National Academy program or completion of a Master's Degree or comparable extended professional management training program.

17. Holidays

The recognized holidays to be observed by the City in each calendar year shall be as follows:

New Year's Day
Martin Luther King Jr. Day

Washington's Birthday
Memorial Day
Independence Day (4th of July)
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Prior to the beginning of the calendar year, Administrative Services will designate and announce the dates on which the above referenced holidays shall be observed. Human Resources may designate alternate dates the City will observe holidays in order to occur in conjunction with the Holiday Leave benefit provided below.

Full-time employees shall receive nine (9) hours pay for each holiday observed on a Monday, Tuesday, Wednesday, or Thursday. Employees shall receive eight (8) hours pay for each holiday observed on a regularly scheduled working Friday. Regular full-time employees working an eight-hour (8), five-day (5) schedule will receive eight (8) hours for each of these holidays.

Holiday Leave

Effective in December 2017 and each year thereafter, employees in the unit will not be required to come to work and will be provided with three days of paid leave to be used in the pay period that includes the Christmas Eve, Christmas Day and New Year's Holidays. The dates of the three "Holiday Leave" days will be designated annually by Human Resources. Employees will be provided with three days of paid leave based on the number of hours they are regularly scheduled to work on designated "Holiday Leave" days. Employees must use this leave on the designated days unless directed to work by the Department Director or designee. In cases where the employee is directed to work on such days, the employee will be credited with leave in an amount equivalent to what they would have used had they not been directed to work. In cases where a designated "Holiday Leave" day falls on an employee's regularly scheduled day off, the employee will be credited with leave in an amount equivalent to what they would have used had it been a regularly scheduled work day. Such leave shall have no cash value, and will expire if not utilized within the pay period that includes November 30 of the following year.

Employees wanting to take additional days off in conjunction with the observed Holidays and designated Holiday Leave Days must utilize other accrued leave in accordance with existing rules.

For 2017, the following shall be observed:

Monday 12/25 - Christmas Day Eve
Tuesday 12/26- Christmas Day
Wednesday 12/27- Holiday Leave
Thursday 12/28- Holiday Leave
Friday 12/29- Holiday Leave

For 2018, the following shall be observed:

Monday 12/24-Christmas Eve
Tuesday 12/25-Christmas Day
Wednesday 12/26- Holiday Leave
Thursday 12/27- Holiday Leave
Friday 12/28- Holiday Leave

18. Jury Duty and Subpoenas

Every employee of the City who is subpoenaed as a witness for a local, state or federal government shall be entitled to absent herself/himself from her/his duties with the City during the period of such service or while necessarily being present in court as a result of such call or subpoena, and shall receive full compensation.

In order to balance the City of Irvine's interest in maintaining productivity with the interest that employees are able to support our system of justice by serving on juries, paid Jury Duty is limited to a maximum of 80 hours in a calendar year. If an employee, despite reporting the limit to the Court, is required to serve beyond 80 hours he or she can request an exception of the limit on paid Jury Duty Leave by the City Manager

If an employee is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that he/she must report the next day.

An employee on jury duty must either return to work after the jury service is done for the day if there are still four hours left on his/her shift or call in to his/her supervisor and ask to use leave to cover the rest of his/her shift.

For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued time subject to supervisor approval.

An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.

19. Military Leave

Employees shall be entitled to such benefits as are provided by law. An employee requesting such military leave shall present a copy of her/his military orders to her/his Department Director or the City Manager prior to the beginning of the leave.

20. Physical Examination

The City shall reimburse employees in classifications listed in Sections A, B or C of Attachment I up to a maximum of \$350 per calendar year for expenses incurred as a result of an annual physical examination as defined in Article 24 of the City's Personnel Rules and Procedures. The City shall reimburse employees in classifications listed in Section D of Attachment I up to a maximum of \$250 per calendar year for expenses incurred as a result of an annual physical examination as defined in Article 24 of the City's Personnel Rules and Procedures. An annual physical is optional. Expenses eligible for payment by the City health insurance plan shall not be eligible for reimbursement.

21. Industrial Accident Salary Continuance

In the event that it is determined that a full-time employee is absent from work as a result of any injury or disease arising solely out of the employment with the City and in no way related to any prior existing condition, the City shall provide up to six (6) months of Industrial Accident Salary Continuance during any two-year period under the following conditions:

- A. In the event the employee qualifies for compensation under State law, the employee shall receive the difference between the Workers' Compensation payments and his/her regular salary;
- B. The employee shall accrue sick leave or vacation leave during the term of the Industrial Accident Salary Continuance taken;
- C. The employee's condition is not permanent and stationary as determined by the City's appointed physician.

For sworn CalPERS members, the City shall follow the provisions of Section 4850 of the California Labor Code when that member is disabled by injury or illness arising out of and in the course of his/her duties.

In the event of an on-the-job injury or accident resulting in loss of time beyond that required for immediate medical attention, such employee may be required to be examined by a licensed physician appointed by the City of Irvine.

Any on-the-job injury or accident must be reported to the employee's immediate supervisor within twenty-four (24) hours after said injury or accident. Failure to report said injury or said accident shall be grounds for disciplinary action.

22. Accrual of Leaves

All paid leave hours accrued shall be prorated based on the number of hours worked or paid up to eighty (80) hours in a pay period.

23. Select Benefits Program

The City will provide a cafeteria-style benefit program for Management and Non-Represented employees to include the following general elements:

- A. Enhanced choices among City-offered health benefit plans.
- B. Employees not claiming dependents on their health plan shall receive \$150 per month. The stipend may be taken as taxable cash.

24. Management Incentive Pay

Management employees in the classifications listed in Sections A, B, and C of Attachment I, shall be eligible to receive 3% Management Incentive Pay above the base salary, in recognition for the unique nature of their work.

25. Bilingual Pay Program

Department Directors shall annually designate which positions will be assigned bilingual duties and which languages shall be eligible for bilingual pay. Qualified employees who meet the following criteria shall receive an additional \$50.00 per month.

- A. An employee must be assigned to speak or translate a language in addition to English as part of their position responsibilities. This includes such specialized communication skills as sign language.
- B. To become qualified, employees must be certified as qualified by the Personnel Officer or designee.
- C. For positions requiring extensive contact with the public or contractors, bilingual pay will be rotated among employees who are deemed as qualified by the City. The Department Director will have the discretion to determine the number of employees and the sections/units that qualify to participate in a "rotation pool." Rotations will occur every 12 months, effective the first pay period each November. It is the Department Director's sole discretion

to determine the order of rotation among the qualified employees. An employee who has not performed bilingual duties within the rotation for a period of 24 months or longer must be re-certified by the City in order to receive bilingual pay.

An employee in a bilingual assignment may request to have the bilingual assignment and corresponding pay removed.

SECTION 3. PAY PROGRESSION IN A PAY GRADE

1. Base Pay Progression

Pay progression within a Salary Grade will be based strictly upon individual performance and summarized in an annual performance appraisal. For employees listed in Sections B, C, and D of Attachment I, all base pay progression within pay grades will be limited to the Market Point of a pay grade according to the following schedule:

<u>Salary Placement in Pay Grade</u>	<u>Performance Level</u>	<u>Pay Increase</u>
Less than Maximum Range	Unsatisfactory or Needs Development	0%
Less than Maximum Range	Accomplished Standards	3% base adjustment, limited to Maximum of pay grade
Less than Maximum Range	Excellent	4 ½% base adjustment, limited to Maximum of pay grade
Less than Maximum Range	Outstanding	6% base adjustment, up Maximum of pay grade

Annual merit increases will be effective the payroll period that includes September 1st of each year and will be prospective from that date.

2. Initial Six-Month Merit Reviews

Employees listed in Sections B, C and D of Attachment I who have completed less than six (6) months of service in their Management or Non-Represented classification effective June 30th of each year will not be eligible to participate in the annual review process. At the completion of the initial six months of service in their current classification, the employees in Sections B, C and D of Attachment I will receive a performance review and merit increase appropriate to the performance review rating. The criteria and rating system for six-month reviews will be the same as those for annual performance reviews.

Following the completion of six months of service in their current classifications, the employees in Sections B, C and D of Attachment I will be eligible to participate in the annual performance review process the following July. The merit increase granted in the first annual review process following the initial six (6) month merit review will be prorated to reflect only the time period since the completion of the initial six months of service. All subsequent performance reviews will be according to the same merit schedule as other Management and Non-Represented employees.

SECTION 4. WAGE AND SALARY ADJUSTMENT

Effective the pay period that includes September 1, 2017, the salary ranges of the classifications covered by this Resolution shall be increased by two percent (2.0%).

Effective the pay period that includes July 1, 2018, the salary ranges of the classifications covered by this Resolution shall be increased by two percent (2.0%).

SECTION 5. MANAGEMENT SPECIALIST

Classifications listed in Section D of Attachment I shall be designated as "Management Specialists" pursuant to the City's Personnel Rules and Procedures.

SECTION 6. SEVERANCE

In the event of a lay-off within a designated management classification, the City Manager shall be authorized to enter into a severance agreement with the impacted employee.

SECTION 7. EMPLOYEE RESPONSIBILITIES

Since it is the City's policy to recruit highly qualified staff at a competitive total compensation level, the employees shall be responsible for striving to meet the high performance standards established by the City management.

SECTION 8.

The compensation policy provided for by this Resolution shall be operative from and after 12:01 a.m. on the twenty second day of January 2019, unless otherwise stated. All previous resolutions are hereby repealed effective on the operative date of this resolution.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 22nd day of January 2019.

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 22nd day of January 2019.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

Exhibit A

Executive Management, Management and
Non-Represented Employees (Exempt) Classification Titles

- A. City Manager
- B. Assistant City Manager
 - City Clerk
 - Director of Community Development
 - Director of Community Services
 - Director of Financial Management & Strategic Planning
 - Director of Human Resources & Innovation
 - Director of Public Affairs & Communications
 - Director of Public Safety/Chief of Police
 - Director of Public Works
 - Director of Transportation

 - Chief Information Officer
 - Deputy City Manager
 - Deputy Director of Community Services
 - Deputy Director of Orange County Great Park
 - Deputy Director of Public Works
 - Deputy Director of Public Safety/Police Chief
 - Deputy Director of Community Development
- C. Council Services Manager
 - Manager of Advance Planning
 - Manager of Animal Care
 - Manager of Building & Safety/Chief Building Official
 - Manager of Business Services
 - Manager of Community Services
 - Manager of Economic Development
 - Manager of Engineering/City Engineer
 - Manager of Facilities Maintenance & Rehabilitation
 - Manager of Fiscal Services
 - Manager of Housing
 - Manager of Human Resources
 - Manager of Land & Assets
 - Manager of Neighborhood Services
 - Manager of Public Communications
 - Manager of Public Services
 - Manager of Transit & Transportation
 - Special Assistant to the Chief of Police
- D. Chief Veterinarian
 - Animal Care Center Veterinarian

CITY COUNCIL RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING FULL-TIME POSITIONS IN ACCORDANCE WITH THE PROVISIONS OF COMPENSATION RESOLUTIONS AND THE OPERATING BUDGET FOR THE 2018-19 FISCAL YEAR, AND SUPERSEDING RESOLUTION NO. 18-60, WHICH IS INCONSISTENT THEREWITH

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

The City Council of the City of Irvine hereby amends the previously authorized Full-time Position Control Resolution in accordance with the provisions of January 22, 2019:

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

<u>CLASSIFICATION</u>	<u>FY 2018-19</u>
Buyer	2
Capital Improvement Program Administrator	1
Chief Information Officer	1
Chief Veterinarian	1
City Clerk	1
City Manager	1
Civilian Investigator I	2
Civilian Investigator II	8
Code Enforcement Supervisor	1
Code Enforcement Technician	1
Communications Bureau Supervisor	1
Community Services Administrator	2
Community Services Program Coordinator	34
Community Services Specialist	21
Community Services Superintendent	7
Community Services Supervisor	18
Construction Inspection Supervisor	1
Construction Inspector	1
Council Services Manager	1
Crime Analyst	1
Deputy Building Official	1
Deputy City Clerk I	1
Deputy City Clerk II	1
Deputy City Manager	1
Deputy Director of Community Development	1
Deputy Director of Community Services	1
Deputy Director of Orange County Great Park	1
Deputy Director of Public Safety/Police Chief	1
Deputy Director of Public Works	1
Director of Community Development	1
Director of Community Services	1
Director of Financial Management & Strategic Planning	1
Director of Human Resources & Innovation	1
Director of Public Safety/Chief of Police	1
Director of Public Works	1
Director of Transportation	1
Emergency Management Administrator	1
Engineering Technician	2
Environmental Programs Administrator	1

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

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

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

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

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

Revised 1/22/19

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 22nd day of January 2019.

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 22nd day of January 2019.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

CITY COUNCIL RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING THE SALARY GRADE ORDER STRUCTURE AND SALARY RANGES FOR EMPLOYEES OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 18-61, WHICH IS INCONSISTENT THEREWITH

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

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

SALARY RANGES FOR EMPLOYEE CLASSIFICATIONS

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

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

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

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

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

SWORN POLICE RANGES

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

**RANGES FOR MANAGEMENT AND
EXECUTIVE MANAGEMENT EMPLOYEES**

Class Title	Effective Date	Minimum Annual Rate	Maximum Annual Rate	Effective Date	Minimum Annual Rate	Maximum Annual Rate
City Manager	8/26/17	\$295,339.20	\$307,278.40	6/30/18	\$301,246.40	\$313,414.40
Director of Public Safety/Chief of Police	8/26/17	\$171,704.00	\$250,369.60	6/30/18	\$175,136.00	\$255,382.40
Assistant City Manager	8/26/17	\$167,502.40	\$244,233.60	6/30/18	\$170,851.20	\$249,121.60
City Clerk				1/22/19	\$140,254.40	\$218,504.00
Director of Community Development	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Director of Community Services	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Director of Financial Management & Strategic Planning				1/22/19	\$140,254.40	\$218,504.00
Director of Human Resources & Innovation				1/22/19	\$140,254.40	\$218,504.00
Director of Public Affairs & Communications	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Director of Public Works	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Director of Transportation	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Deputy Director, Public Safety/Chief of Police	8/26/17	\$131,268.80	\$200,907.20	6/30/18	\$133,889.60	\$204,921.60
Chief Information Officer	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
Deputy City Manager	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
Deputy Director of Community Development	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
Deputy Director of Community Services	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
Deputy Director of Orange County Great Park				1/22/19	\$117,811.20	\$183,580.80
Deputy Director of Public Works	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
Council Services Manager	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Advance Planning	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Animal Care	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Building & Safety/Chief Building Official	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Business Services	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Community Services	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Economic Development				8/28/18	\$107,536.00	\$167,564.80
Manager of Engineering/City Engineer	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Facilities Maintenance & Rehabilitation	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Fiscal Services	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Housing	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Human Resources	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Land & Assets	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Neighborhood Services	9/12/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Public Communications	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Public Services	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Transit & Transportation	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Special Assistant to the Chief of Police	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80

ELECTED OFFICIALS

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

*City Ordinance No. 08-04

PART-TIME SALARY RANGES

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

*City Resolution No. 05-97

Revised: 8/13/13, 6/24/14, 8/26/14, 6/23/15, 8/11/15, 12/8/15, 6/14/16, 6/13/17, 9/12/17, 9/26/17, 6/12/18, 8/28/18, 1/22/19

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 22nd day of January 2019.

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 22nd day of January 2019.

AYES: COUNCILMEMBERS:

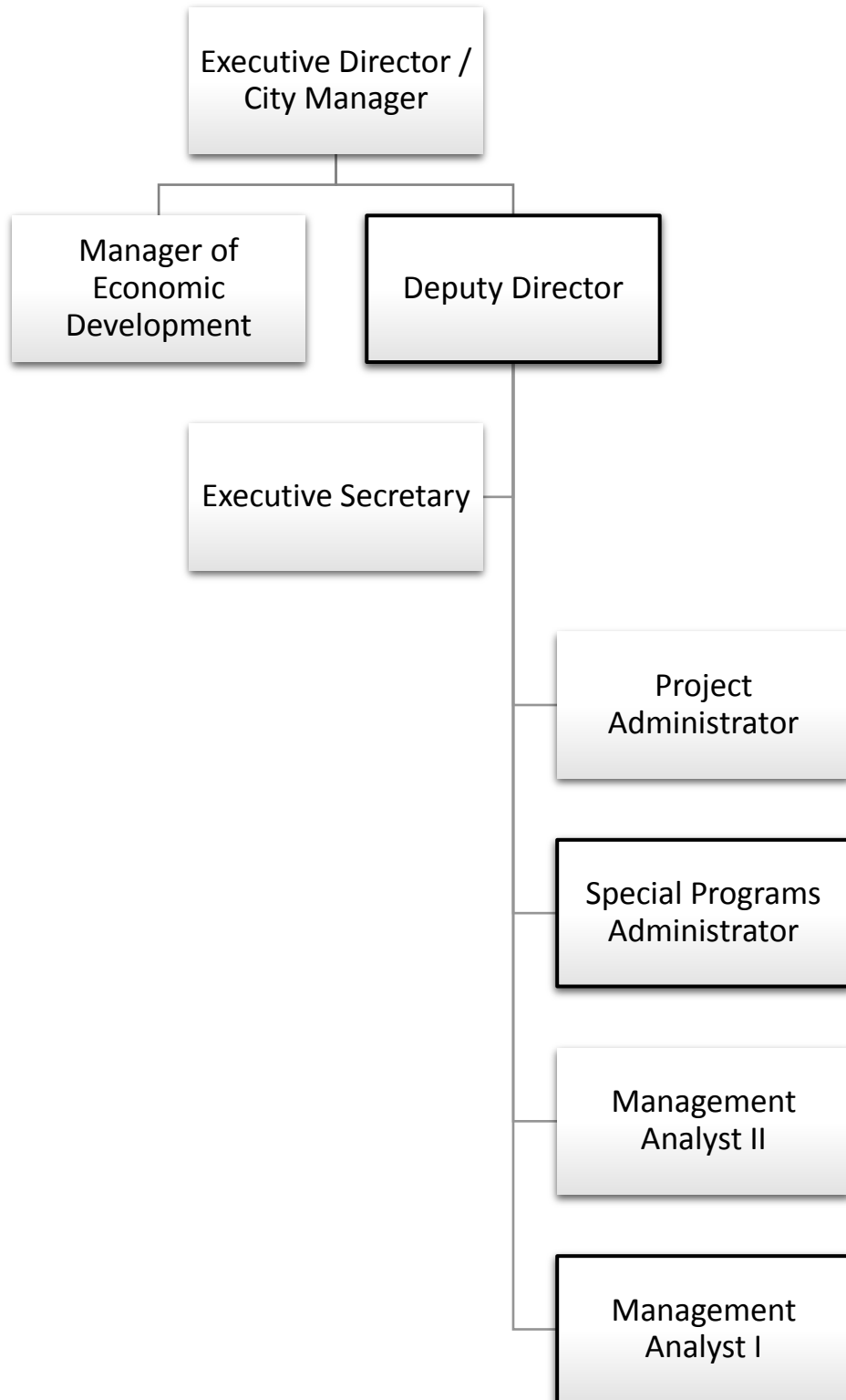
NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

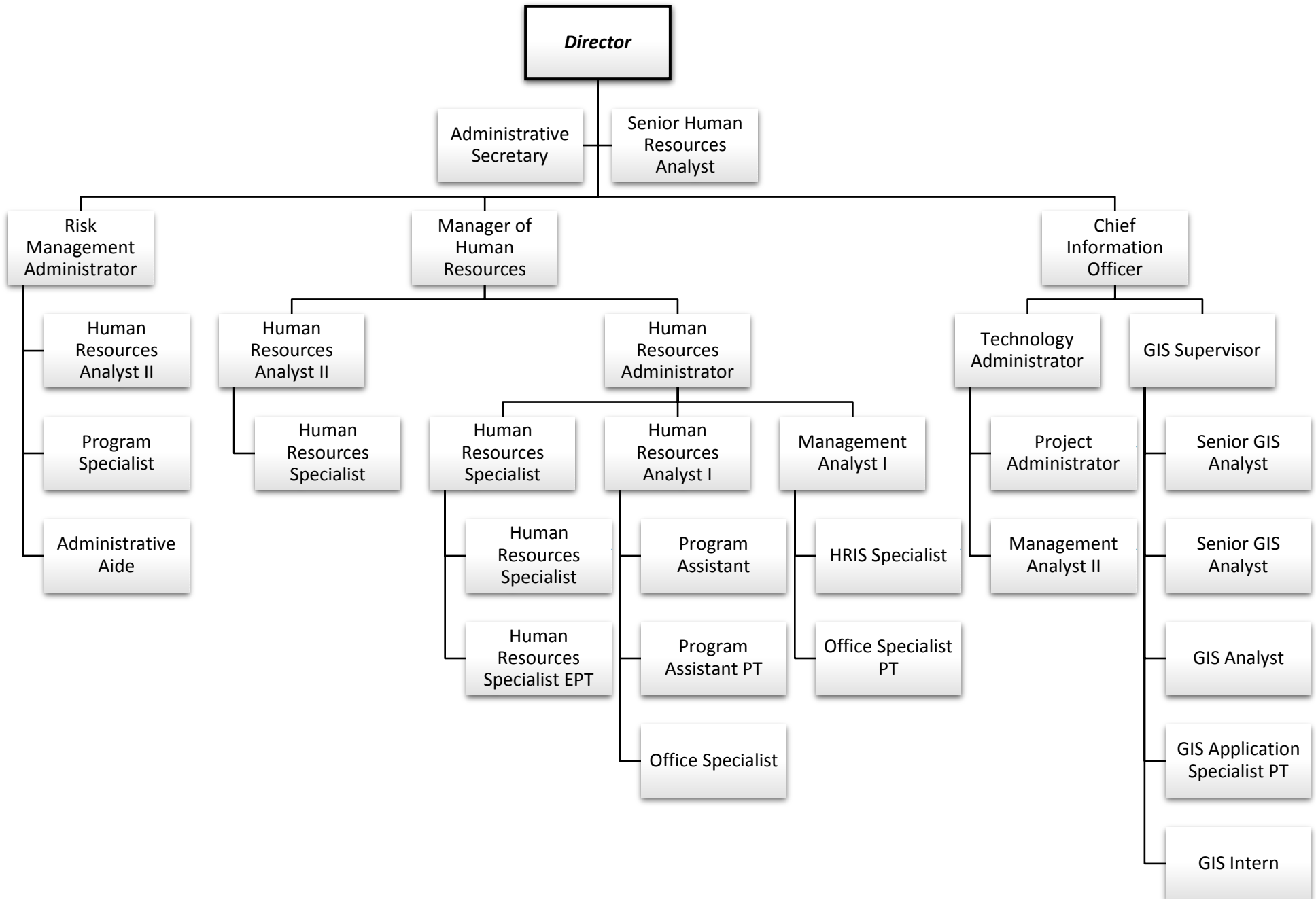
ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

Orange County Great Park

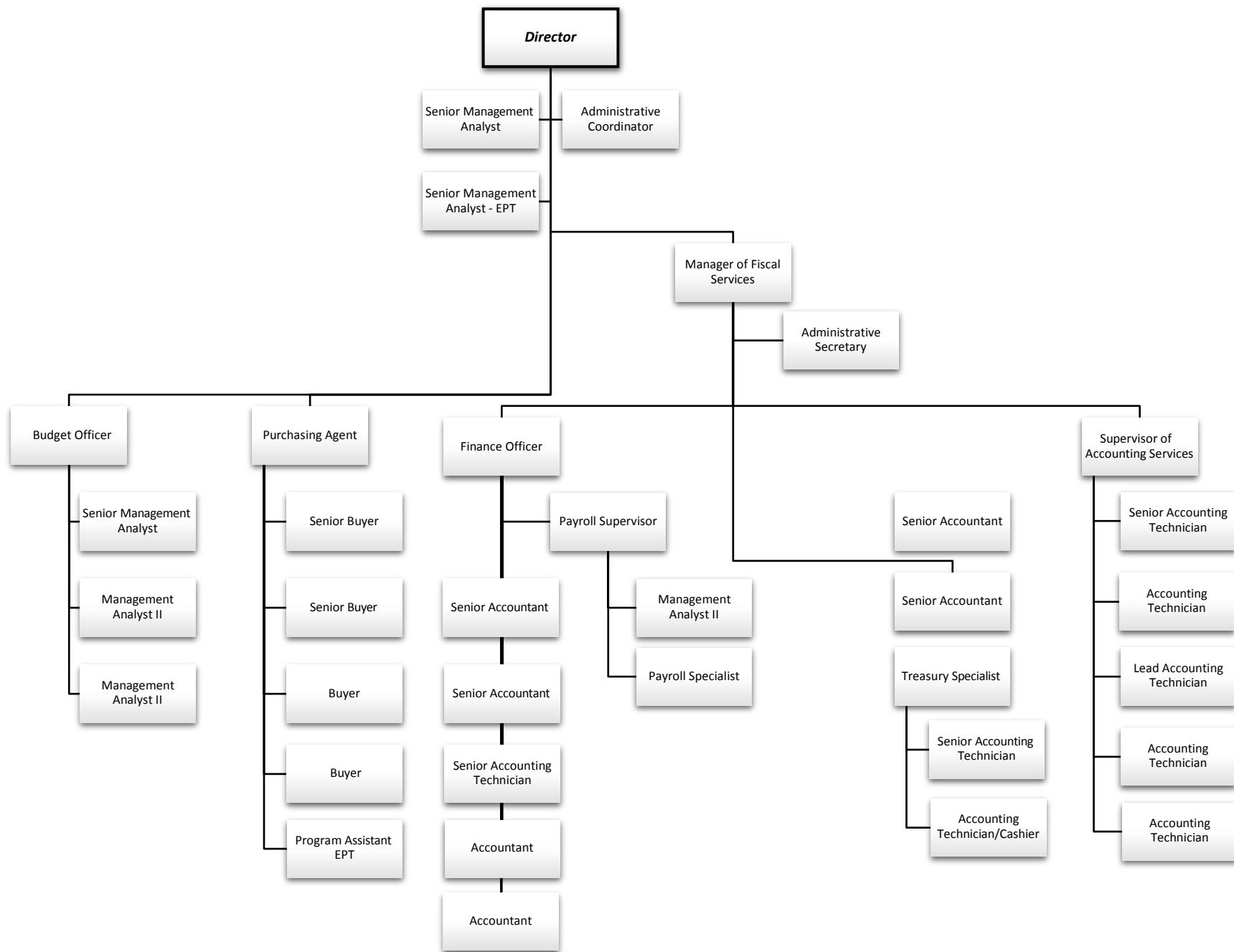


*Modified positions reflected in italicized/bold outline



*Modified positions reflected in italicized/bold outline

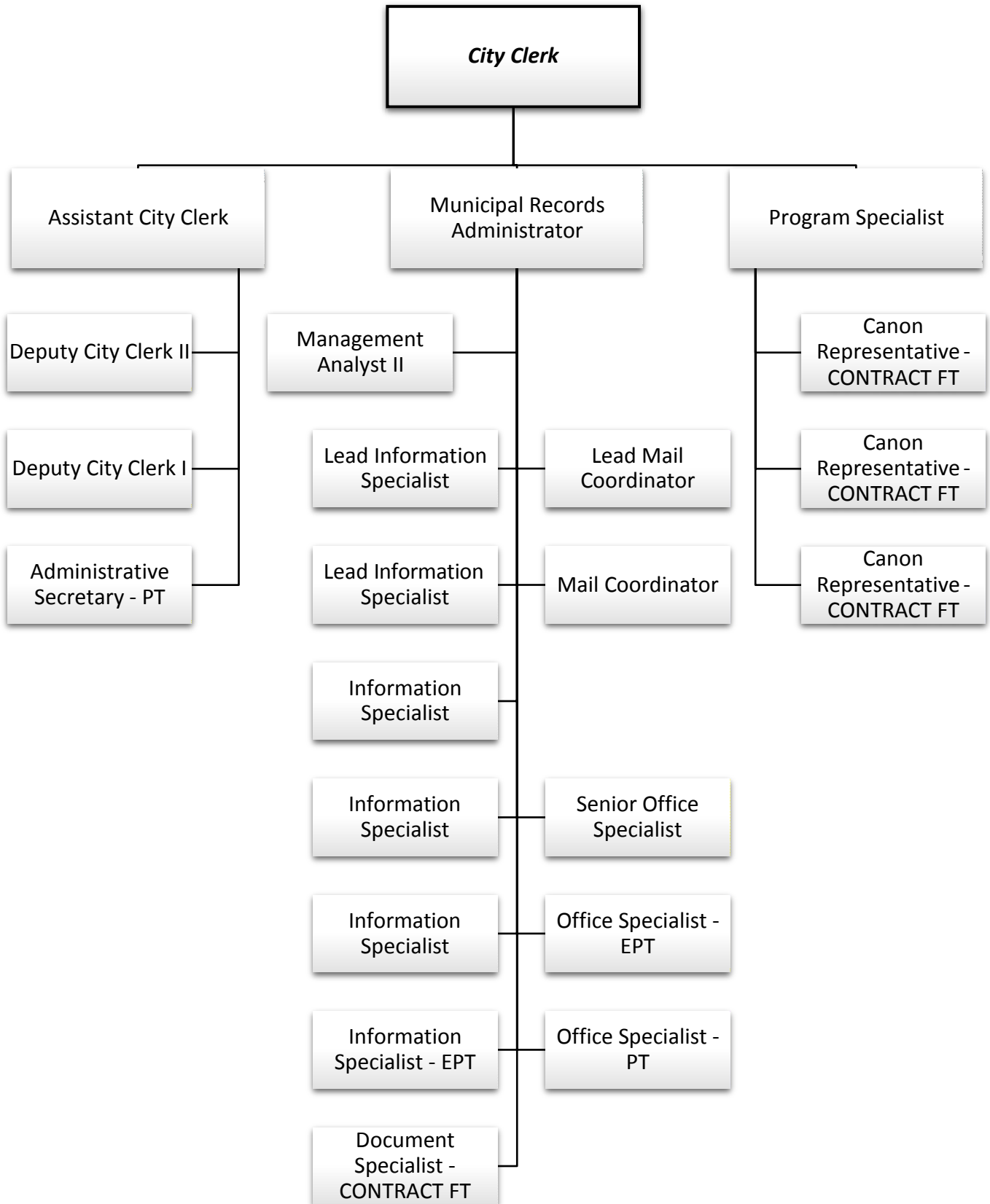
DEPARTMENT OF FINANCIAL MANAGEMENT & STRATEGIC PLANNING



*Modified positions reflected in italicized/bold outline

ATTACHMENT 6

CITY CLERK'S OFFICE



*Modified positions reflected in italicized/bold outline

2.6

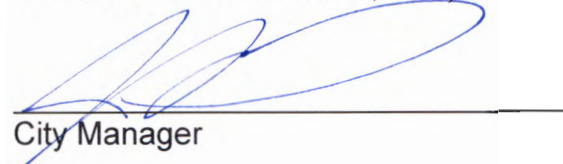


REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 22, 2019

TITLE: NOTICE OF REVIEW FOR A TRACT MAP IN THE GREAT PARK NEIGHBORHOODS (HERITAGE FIELDS EL TORO, LLC)


Director of Public Works


City Manager

RECOMMENDED ACTION

Receive and file.

EXECUTIVE SUMMARY

The subject notice to the City Council is provided in accordance with City of Irvine Ordinance No. 07-12, notifying the City Council of one final tract map received for review by staff. Ordinance No. 07-12 delegates authority to the City Engineer for approval of final tract maps and requires notice to the City Council following receipt of such maps for review and again prior to approval/disapproval by the City Engineer. The subject notice satisfies this requirement. This is a ministerial matter and there is no discretionary action to be taken by the City Council. The tract map covering property referenced in this staff report is located in the Great Park Neighborhoods (Attachment 1) and is available for public review in the Public Works department.

Tract Map No. 18195 is located in Great Park Neighborhoods near the intersection of Cadence and Astor, as shown in Attachment 2. The map for this property contains the subdivision of 9.15 acres into 25 lots. The property is proposed for the development of residential and private parks. This map implements land development projects anticipated in the Orange County Great Park Supplemental Environmental Impact Report, approved by the City Council in November 2013.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Prior to City Engineer approval of a final tract map, the Planning Commission reviews and approves the corresponding tentative tract map based on consistency with the City's General Plan, Subdivision Ordinance and Zoning Code. The underlying tentative map referenced in this staff report is scheduled for consideration by the Planning Commission on January 17, 2019.

ANALYSIS

The approval of tract maps is a multi-step process that assures development is reflective and compliant with the City's General Plan and with respective provisions of the City's development standards. City of Irvine Ordinance No. 07-12 authorizes the

City Engineer to approve final tract maps if they substantially conform to the approved underlying tentative map and all applicable conditions of approval have been satisfied. The ordinance further requires staff to notify the City Council upon receipt of such maps for review and prior to approval/disapproval of a final tract map by the City Engineer. In addition, the State Subdivision Map Act requires the approval of final maps if the City Engineer has found that the final map substantially conforms to the underlying tentative map.

The final tract map listed below has been received and is under review for consistency with the applicable City standards and corresponding Planning Commission tentative tract map conditions of approval. Following approval and a 15-day appeal period, the map will be released for recordation. Recordation of the map is required prior to the issuance of building permits.

Submitted by	Tract Map No.	No. of Lots	Location	Status
Heritage Fields El Toro, LLC	18195	25-lot map	Cadence and Astor (<i>Great Park Neighborhoods-Heritage Fields</i>)	Under Review

ALTERNATIVES CONSIDERED

An alternative to this notification was not considered. Pursuant to the State Subdivision Map Act and City of Irvine Ordinance 07-12, when approval authority of tract maps is delegated to the City Engineer, notification to the City Council of receipt and approval of such maps is required.

FINANCIAL IMPACT

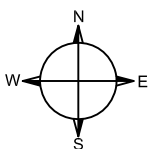
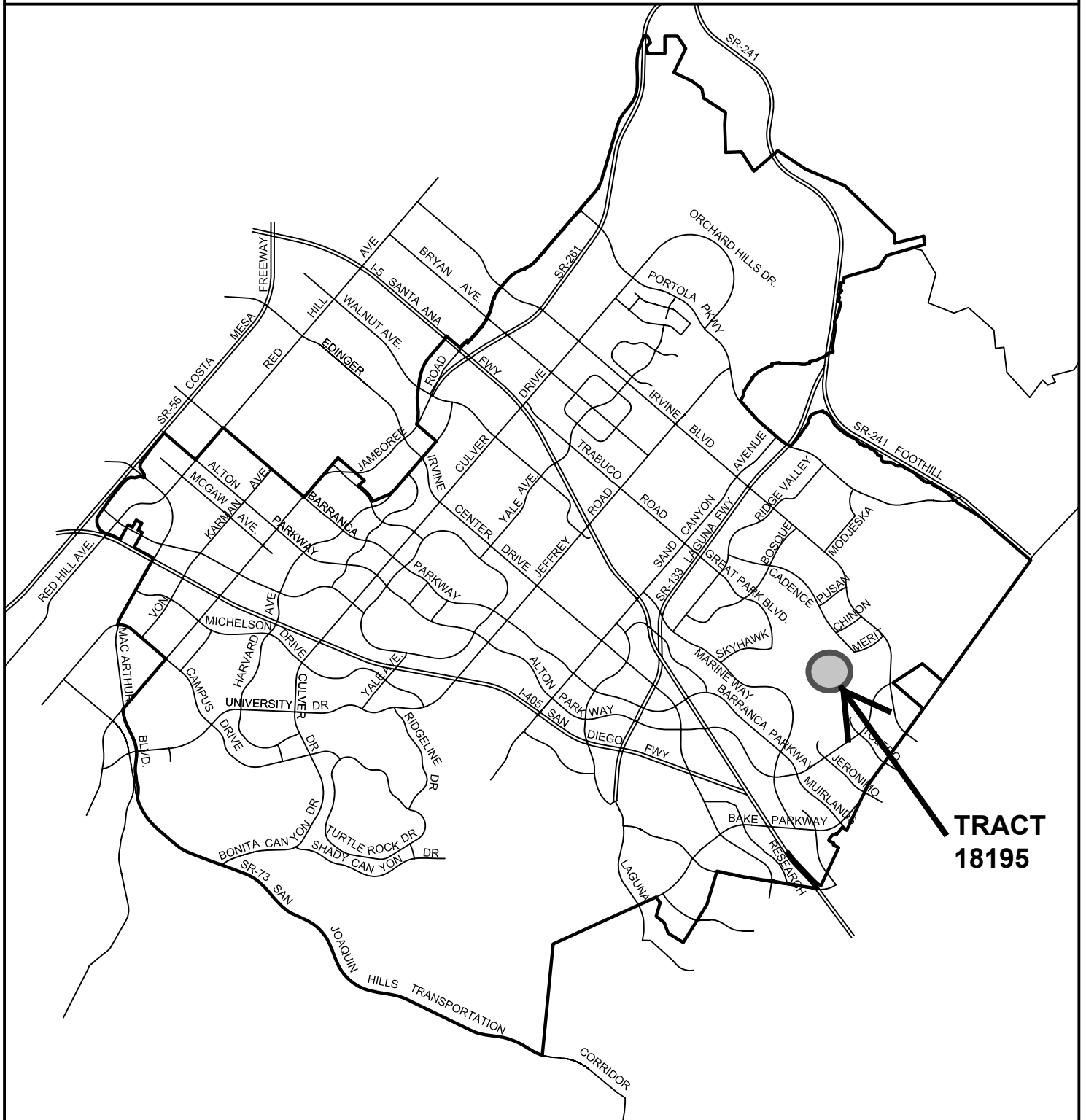
The administrative cost to the City for processing the map is offset by developer fees paid by the applicant submitting the map.

REPORT PREPARED BY Stacy DeLong, Associate Engineer

ATTACHMENTS

1. Vicinity Map
2. Site Map – Tract 18195 (Great Park Neighborhoods)

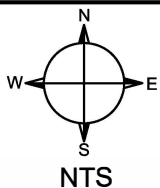
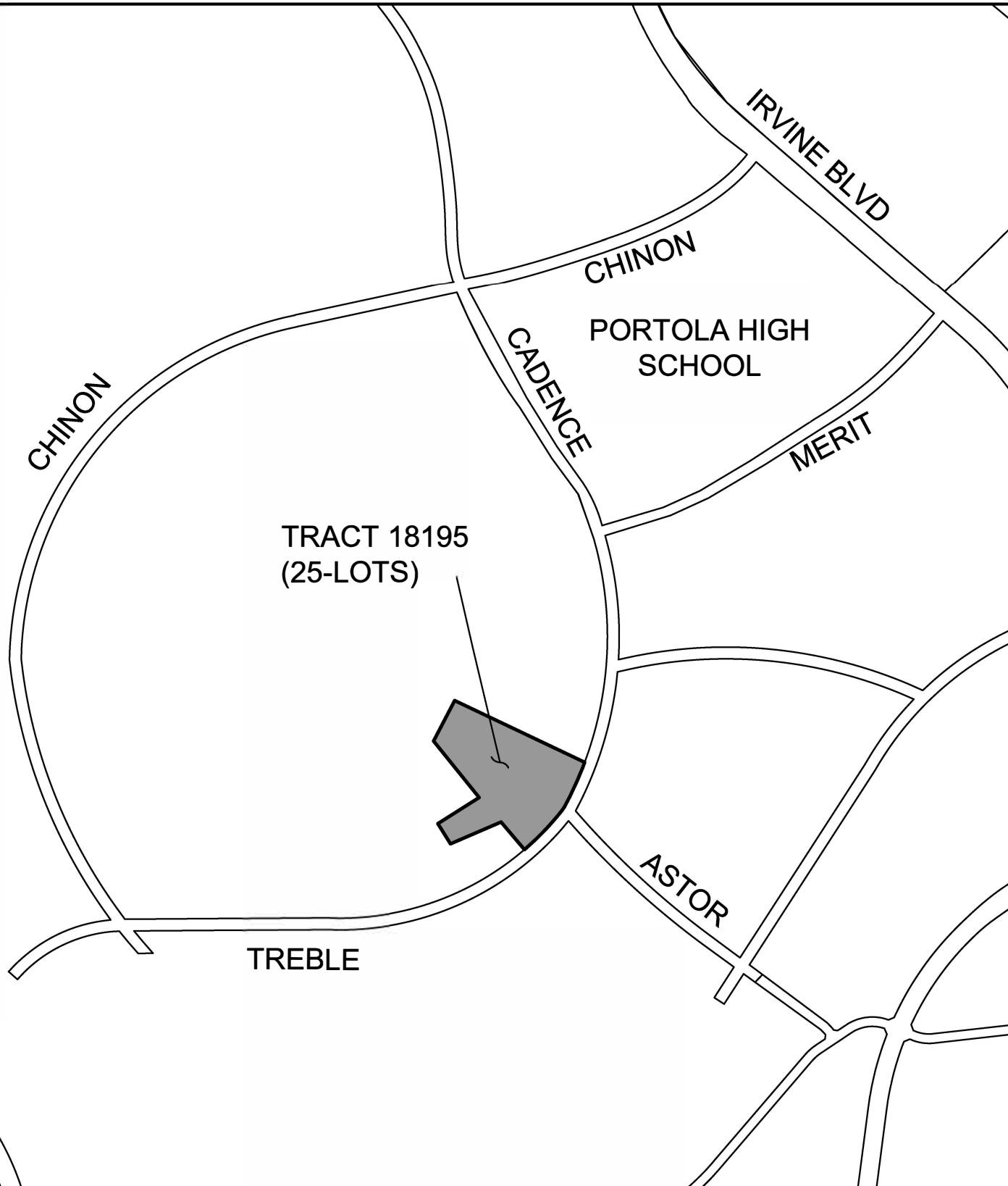
FINAL TRACT MAP No. 18195



VICINITY MAP



FINAL TRACT MAP No. 18195
GREAT PARK NEIGHBORHOODS - HERITAGE FIELDS



SITE MAP



ATTACHMENT 2

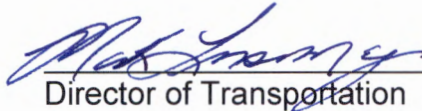
2.7



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 22, 2019

TITLE: ADOPT A RESOLUTION MODIFYING THE COMPOSITION AND RESPONSIBILITIES OF CIRCULATION PHASING TASK FORCE



Director of Transportation

City Manager

RECOMMENDED ACTION

Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, SUPERSEDING ALL PORTIONS OF PREVIOUS RESOLUTIONS THAT PERTAIN TO THE COMPOSITION AND RESPONSIBILITIES OF THE CITYWIDE CIRCULATION PHASING TECHNICAL ADVISORY COMMITTEE AND TASK FORCE

EXECUTIVE SUMMARY

The City prepares a Circulation Phasing Report approximately every five years to recommend priorities for circulation improvements. The report focuses on near-term improvements, to be built within the upcoming five years, consistent with the City's budget cycle. City Council Resolution Nos. 90-168 and 94-137 mandate that the Technical Advisory Committee and Circulation Phasing Task Force prepare a report to recommend circulation improvement priorities, respectively. The Technical Advisory Committee and Task Force share similar responsibilities and consist of representatives from similar stakeholder groups.

The organizational structure of the City has changed from the Department of Public Works to the Department of Transportation. As a result, the function of managing the Circulation Phasing Report has been shifted.

The proposed City Council Resolution consolidates the Technical Advisory Committee and the Task Force, and accommodates the organizational change, to improve the efficiency in stakeholder coordination and Circulation Phasing Report preparation. Attachment 1 presents the proposed resolution.

TRANSPORTATION COMMISSION RECOMMENDATION

On December 4, 2018, the Transportation Commission voted 5-0 to recommend City Council adopt the resolution to modify the composition and responsibilities of the Circulation Phasing Task Force with revision to the draft resolution, to clarify the Chair of each commission will serve as the designated member, and Vice Chair as an alternative member to represent the Commissions of Transportation, Planning and Finance. The revised resolution was approved as to form by the City Attorney on December 13, 2018.

ANALYSIS

The citywide Circulation Phasing Report is a transportation monitoring report that is used by the City to identify potential circulation projects by evaluating existing and future interim year traffic conditions. If approved, a new citywide Circulation Phasing Analysis will be conducted and an Analysis Report will be prepared in 2019.

Per City Council Resolution No. 90-168, "on August 10, 1982, the City Council of the City of Irvine mandated by minute order the preparation of circulation phasing reports for the Irvine Business Complex, residential areas of central Irvine, and areas of the City of Irvine easterly of Sand Canyon Road." As the City developed, the Circulation Phasing Report has been prepared to cover the entire citywide area, including the aforementioned three areas.

City Council Resolution No. 90-168 orders that "the Technical Advisory Committee will prepare a report recommending priorities for circulation improvements to be built within the upcoming five years concurrent with the City's budget cycle". It further states that the composition of the Technical Advisory Committee includes representatives from the City of Irvine departments of Public Works, Community Development, and Administrative Services, as well as the Transportation Commission, Planning Commission, Industrial League of Orange County and The Irvine Company.

City Council Resolution No. 94-137, which modifies the responsibilities and composition of the Circulation Phasing Task Force, orders that the primary function of the Task Force be to produce a new citywide Circulation Phasing Report to make recommendations to the Transportation Commission concerning the phasing of roadway improvements. It also states that the composition of the Task Force includes representatives of the Transportation Commission, Planning Commission, Finance Commission, departments of Public Works and Community Development, The Irvine Company, and the Industrial League of Orange County.

In preparation for the last two Circulation Phasing Analysis Reports, the following representatives from different stakeholders formed the Task Force. No additional Technical Advisory Committee was formed for the last two Circulation Phasing Reports.

2008 Circulation Phasing Report:

- Planning Commissioner
- Finance Commissioner
- Irvine Company
- Lennar Corporation
- Starpointe Ventures
- Community Development Department
- Public Works Department

2012 Circulation Phasing Report:

- Planning Commissioner
- Finance Commissioner
- Irvine Company
- FivePoint Communities
- Community Development Department
- Public Works Department

The function of managing the Circulation Phasing Analysis has recently been shifted from the Department of Public Works to the Department of Transportation. The change will affect the reporting line of the Circulation Phasing Analysis and the composition of the Circulation Phasing Task Force. In addition, as the City's development evolves, stakeholders that are most involved in the City's circulation system update and development have changed. Therefore, it is proposed to amend the composition of the Circulation Phasing Task Force to accommodate the changes. The recommendation is for representation from each of the following City departments and other groups:

- Transportation Commission (Chair as designated member, Vice Chair as alternate)
- Planning Commission (Chair as designated member, Vice Chair as alternate)
- Finance Commission (Chair as designated member, Vice Chair as alternate)
- Department of Transportation
- Department of Public Works
- Department of Community Development
- Irvine Company
- Heritage Fields El Toro, LLC

Staff has prepared an updated resolution (Attachment 1) and sent it to the City Attorney for review. The City Attorney approved the resolution as to form on December 13, 2018.

ALTERNATIVES CONSIDERED

City Council may provide additional direction.

FINANCIAL IMPACT

No financial impact is anticipated.

REPORT PREPARED BY Wendy Wang, Associate Transportation Analyst

ATTACHMENTS

1. Resolution

CITY COUNCIL RESOLUTION NO. 19-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, SUPERSEDING ALL PORTIONS OF PREVIOUS RESOLUTIONS THAT PERTAIN TO THE COMPOSITION AND RESPONSIBILITIES OF THE CITYWIDE CIRCULATION PHASING TECHNICAL ADVISORY COMMITTEE AND TASK FORCE

WHEREAS, City Council Resolution No. 90-168 and No. 94-137 have referred to the composition and responsibilities of the Circulation Phasing Technical Advisory Committee and Task Force; and

WHEREAS, the organizational structure of the City has changed subsequent to the formation of the Circulation Phasing Technical Advisory Committee and Task Force; and

WHEREAS, the City has adopted the Development Monitoring Program which will identify roadways and intersections that do not meet the General Plan Level of Service (LOS) standard; and

WHEREAS, the Circulation Phasing Report will make recommendations on establishing priorities for circulation improvements to be built within the upcoming five year period in concurrence with the City's budget cycle.

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

SECTION 1. A Circulation Phasing Task Force shall oversee the preparation of a Circulation Phasing Report which will identify deficient locations and identify roadway improvements to mitigate those deficiencies. The Task Force's recommendations for prioritizing the citywide circulation improvements shall be submitted to the Transportation Commission.

SECTION 2. Membership of the Circulation Phasing Task Force shall include a representative from the following City departments and divisions and other groups:

- Transportation Commission (Chair as designated member, Vice Chair as alternate)
- Planning Commission (Chair as designated member, Vice Chair as alternate)
- Finance Commission (Chair as designated member, Vice Chair as alternate)
- Department of Transportation
- Department of Public Works

- Department of Community Development
- Irvine Company
- Heritage Fields El Toro, LLC

SECTION 3. The primary function of the Task Force will be to produce a citywide Circulation Phasing Report at appropriate intervals. This report will make recommendations to the Transportation Commission concerning the phasing of roadway improvements.

The report shall incorporate the latest information on existing and projected land use development, existing and projected traffic volumes, resulted LOS, trip reduction programs, and anticipated funding sources and schedules to construct circulation improvements.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the XXth day of XXX, 2019.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the ___ day of _____, 2019.

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

CITY CLERK OF THE CITY OF IRVINE

2.8

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE

2019 JAN 15 PM 3: 11

RECEIVED

JAN 15 2019

CITY OF IRVINE
CITY MANAGER'S OFFICE

Memo

To: John A. Russo, City Manager
From: Anthony Kuo, Councilmember *AKK je*
Date: January 15, 2019
Re: Community Partnership Fund Grant Nomination

In accordance with City Council Resolution No. 08-42, I am requesting the City Council approve a \$500 community partnership grant award to Irvine Youth Volunteers, Inc. in support of the Irvine Police Explorers.

The Irvine Police Explorers provides teens who may be interested in a career in law enforcement with a comprehensive volunteer program, including training, competition, service and practical experiences.

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

I would like to place this item on the January 22 City Council agenda to approve this community partnership grant award and authorize the City Manager to prepare and execute a Funding Agreement.

cc: ☐ Irvine City Council
☒ Molly McLaughlin, City Clerk

3.1

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE

2019 JAN 14 PM 4:23


RECEIVED

JAN 14 2019

CITY OF IRVINE
CITY MANAGER'S OFFICE

Memo

To: John A. Russo, City Manager

From: Anthony Kuo, Councilmember 

Date: January 14, 2019

Re: Amendments to Sections 1-2-202 and 2-2-213 of the Irvine Municipal Code

Please place the following proposed amendments to Irvine Municipal Code Sections 1-2-202 and 2-2-213 on Agenda for the January 22, 2019 City Council Meeting. The proposed amendments reduce the amount of time of vacancies in the office of Mayor or on the City Council by simplifying the timelines for filling such vacancies.

Under the current ordinances, the City Council must wait 30 days after a Council vacancy in order to decide whether to hold a special election or fill the seat by appointment. During that 30 day period, a petition of 7% of Irvine's registered voters may be submitted to require a special election.

This agenda item proposes to enable the City Council to hold its meeting before the 30-day period concludes, while still preserving the voters' 30-day petition period. If the Council decides to go straight to a special election, then the voters need not expend time and effort gathering signatures to achieve the same ends. If the Council prefers an appointment, then the voters' ability to petition to require a special election instead remains intact.

Under the current ordinances, calling a special election follows different timelines depending on whether there is a voter petition or whether the Council calls the special election. A special election caused by voter petition can shorten a Council vacancy period to as short as three months. A special election called by the Council could require a vacancy to last as long as one year depending on the date of the vacancy. For example, had a Councilmember vacated their seat in November 2018, the current ordinances would not allow the Council to call the special election for any earlier than November 2019.

This agenda item eliminates the separate timeline for Council-called special elections, instead causing all special elections to follow the same timeline as currently exists for special elections forced by voter petition.

Under the current ordinances, there is no provision for a Mayor-Elect to take office early in the event of a vacancy in the office of Mayor that occurs after the election. Instead, the City Council

may decide whether to appoint a Councilmember to become Mayor or keep the seat vacant. This is similar to what occurred in December 2016 when then-Mayor Steven Choi left less than a month before his term ended to take a seat representing Irvine in the Legislature.

This agenda item provides that a Mayor-Elect may choose to assume office early in the event of a vacancy. (This is similar to the County, where a Supervisor-Elect may take office early in the case of a vacancy. For example, Supervisor-Elect John M. W. Moorlach was sworn in early to fill the vacancy of Jim Silva and Supervisor-Elect Lisa A. Bartlett was similarly sworn in early to fill the vacancy of Patricia C. Bates.) When there is no Mayor-Elect, the Mayor Pro Tem may decline to become Mayor, allowing the City Council to appoint a Councilmember to become Mayor.

cc: City Council
City Attorney
/ City Clerk

PROPOSED

Sec. 1-2-202. - Methods of filling vacancy.

- A. If a vacancy occurs on the City Council, the City Council shall, within 60 days from the commencement of the vacancy, make an appointment to fill the vacancy.
- B. The voters of the City may, by petition, require that any vacancy on the City Council be filled only by election. If such a petition, complying with the requirements of this chapter, is (i) signed by not less than seven percent of the voters of the City according to the County Registrar's last official report of registration to the Secretary of State, (ii) filed with the City Clerk on or before 5:00 p.m. on the 30th day following the posting of the notice of vacancy on the City Council pursuant to Section 1-2-204, and (iii) certified as adequate by the City Clerk pursuant to Section 1-2-209, then the City Council shall order a special election to fill the vacancy.
- C. If the City Council calls a special election pursuant to subdivision B, the election shall be called and scheduled on the first available Tuesday that the City Council determines in its discretion to be appropriate, but the election date shall be at least 114 days from the date on which the City Council calls the election. The election date shall not be the day before, the day of, or the day after a City holiday.

Sec. 1-2-213. - Order of succession.

- A. Should the Office of Mayor become vacant during his or her term of office, the Mayor Pro Tempore shall become the Mayor for the remainder of the mayoral term. If the Mayor Pro Tempore declines to become Mayor in a written statement filed with the Clerk within seven days after the declaration of the vacancy in the Office of Mayor, then the City Council may fill the Mayoral vacancy for the remainder of the mayoral term by appointing a member of the City Council to the Office of Mayor.
- B. Any resulting vacancy on the City Council shall be filled as prescribed by ordinance of the City Council. A City Council member who becomes Mayor in this instance would forfeit any time remaining in his or her City Council term beyond the term of the Office of Mayor to which he or she is appointed.
- C. If the City Council fails to fill a vacancy in the Office of Mayor, then within 60 days after the declaration of such vacancy, the City Council shall call an election on the first available Tuesday that the City Council determines in its discretion to be appropriate, but the election date shall be at least 114 days from the date on which the City Council calls the election. The election date shall not be the day before, the day of, or the day after a City holiday. A person elected to fill a vacancy in the Office of Mayor shall hold office for the unexpired term of the former incumbent Mayor.
- D. If a vacancy in the Office of Mayor occurs after the election of a new Mayor, but before the assumption of office of a new Mayor, then the new Mayor may elect to fill the vacancy for the remainder of the Mayoral term. If the new Mayor does not do so, then the City Council may elect not to fill the vacancy, in which case the Mayor Pro Tempore shall discharge the duties and responsibilities of the Office of Mayor until the assumption of office by the new Mayor.