



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
AUGUST 3, 2020 – 6:00 PM
TELECONFERENCE – PER GOVERNOR’S EXECUTIVE ORDER

SPECIAL NOTICE REGARDING COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (superseding the Brown Act-related provisions of Executive Order N-25-20 issued on March 12, 2020), which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Pursuant to Executive Order N-29-20, please be advised that the San Fernando City Council will participate in meetings telephonically.

PUBLIC PARTICIPATION: Pursuant to the Executive Order and given the current health concerns, members of the public can access meetings live on-line, with audio and video, via YouTube Live, at <https://www.youtube.com/c/CityOfSanFernando>. Members of the public may submit comments by email to cityclerk@sfcity.org. Comments submitted via YouTube will not be read into the record. To ensure distribution to the City Council prior to consideration of the agenda, please submit your comments no later than 4:00 p.m. the day of the meeting. Those comments will be distributed to the City Council will be limited to three minutes, and made part of the official public record of the meeting.

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo
Vice Mayor Hector A. Pacheco
Councilmember Sylvia Ballin
Councilmember Robert C. Gonzales
Councilmember Mary Mendoza

PLEDGE OF ALLEGIANCE

Led by Mayor Joel Fajardo

APPROVAL OF AGENDA

Recommend that the City Council approve the agenda as presented and move that all ordinances presented tonight be read in title only as authorized under Government Code Section 36934.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – August 3, 2020**

Page 2 of 7

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council ([SF Procedural Manual](#)). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the Sergeant-At-Arms and such person may be barred from further audience before the City Council.

PUBLIC STATEMENTS

Members of the public can submit comments electronically for City Council consideration by sending them to cityclerk@sfcity.org. Members of the public can access meetings live on-line, with audio and video, via YouTube Live, at <https://www.youtube.com/c/CityOfSanFernando>. To ensure distribution to the City Council prior to consideration of the agenda, please submit comments prior to 4:00 p.m. on the day of the meeting. Those comments will be distributed to the City Council, will be limited to three minutes, and made part of the official public record of the meeting.

CONSENT CALENDAR

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 20-081 approving the Warrant Register.

2) CONSIDERATION TO RATIFY SAN FERNANDO EXECUTIVE ORDER NO. 2020-07-23 - TEMPORARY COVID-19 OUTDOOR SERVICES REGULATIONS

Recommend that the City Council ratify Executive Order No. 2020-07-23 enacting COVID-19 Outdoor Service Regulations.

3) CONSIDERATION TO APPROVE A BUSINESS LICENSE PERMIT FOR RECESS TIME ARCADE

Recommend that the City Council approve a Business License Permit for Recess Time Arcade to conduct business as an Arcade at 120 N. Maclay Ave., Suite F pursuant to City Code Section 22-215.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – August 3, 2020**Page 3 of 7

PUBLIC HEARINGS**4) A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE PLACEMENT OF A QUARTER-CENT LOCAL SALES TAX BALLOT MEASURE ON THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION, INTRODUCTION OF AN ORDINANCE TO LEVY SAID TAX, APPROVE SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND REBUTTALS, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS**

Recommend that the City Council:

- a. Conduct a Public Hearing and pending public testimony;
- b. Adopt Resolution No. 8021:
 - i. Calling and giving notice of a General Municipal Election to be held November 3, 2020 to submit to the voters a question relating to increase the Transaction and Use Tax in the City of San Fernando;
 - ii. Requesting consolidation of such election with the Statewide General Election to be held on the same day;
 - iii. Requesting the County of Los Angeles to provide specific election services; and
 - iv. Setting priorities for filing written arguments and rebuttals regarding City measures and directing the City Attorney to prepare an impartial analysis.
- c. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1698 “An Ordinance of the People of the City of San Fernando, California, increasing the City’s existing general purpose half-cent (1/2%) transactions and use tax codified under Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code to a new increased rate of three-quarters of one percent (3/4%).”; and
- d. Adopt Resolution No. 8022 appropriating \$7,500 in the Election Services Division to cover the estimated cost of the election.

NOTE: Placing a measure on the ballot requires 4/5^{ths} affirmative vote by the City Council.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – August 3, 2020**Page 4 of 7

5) A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE PLACEMENT OF A TEN PERCENT TRANSIENT OCCUPANCY TAX (TOT) BALLOT MEASURE ON THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION, INTRODUCTION OF AN ORDINANCE TO LEVY SAID TAX, APPROVE SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND REBUTTALS, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS

Recommend that the City Council:

- a. Conduct a Public Hearing and pending public testimony;
- b. Adopt Resolution No. 8019:
 - i. Calling and giving notice of a General Municipal Election to be held November 3, 2020 to submit to the voters a question relating to establishing a Transient Occupancy Tax on Hotel and Vacation Rental Occupancies within the City of San Fernando;
 - ii. Requesting consolidation of such election with the General Municipal Election to be held on the same day;
 - iii. Requesting the County of Los Angeles to provide specific election services; and
 - iv. Setting priorities for filing written arguments and rebuttals regarding City measures and directing the City Attorney to prepare an impartial analysis;
- c. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1697 “An Ordinance of the People of the City of San Fernando, California, Establishing a Ten Percent (10%) Transient Occupancy Tax on Hotel and Vacation Rental Occupancies within the City of San Fernando.”; and
- d. Adopt Resolution No. 8020 appropriating \$7,500 in the Election Services Division to cover the estimated cost of the election.

NOTE: Placing a measure on the ballot requires 4/5th affirmative vote by the City Council.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – August 3, 2020**

Page 5 of 7

ADMINISTRATIVE REPORTS**6) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE AND CERTIFICATION OF FINAL ACTION APPROVING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF SAN FERNANDO AND THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

Recommend that the City Council:

- a. Waive full reading and adopt Urgency Ordinance No. U-1699, "An Urgency Ordinance of the City Council of the City of San Fernando Approving an Amendment to the Contract Between the City Council of the City of San Fernando and the Board of Administration of the California Public Employees' Retirement System (Contract No. 1961)";
- b. Approve the Certification of Final Action by the Governing Body to effectuate the contract amendment between the City of San Fernando and the California Public Employees' Retirement System; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

NOTE: Adoption of an Urgency Ordinance requires 4/5^{ths} approval by the City Council.

7) CONSIDERATION TO APPROVE A SUPERCHARGER AGREEMENT WITH TESLA INC., FOR THE INSTALLATION OF 14 TESLA CHARGING STATIONS IN CITY-OWNED PARKING LOT NO. 8

Recommend that the City Council:

- a. Approve a Supercharger Agreement (Contract No. 1960) with Tesla, Inc. ("Tesla"), for the installation of 14 Tesla electric vehicle charging stations in City-owned Parking Lot No. 8; and
- b. Authorize the City Manager to make non-substantive edits and execute all related documents.

8) UPDATE REGARDING THE SAN FERNANDO OPEN STREETS GRANT FUNDS

Recommend that the City Council:

- a. Receive a presentation from staff regarding the eligible expenditures concerning the reallocated Metro's Open Streets grant funds; and
- b. Provide staff direction, as appropriate.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – August 3, 2020**

Page 6 of 7

9) CONSIDERATION TO DESIGNATE A VOTING DELEGATE AND ALTERNATE(S) FOR THE 2020 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

Recommend that the City Council:

- a. Designate a voting Delegate for the League of California Cities 2020 Annual Conference;
- b. Designate up to two Alternate Voting Delegate(s) who may vote in the event that the designated Delegate is unable to serve in that capacity; and
- c. Authorize the City Clerk to execute and submit the 2020 Annual Conference Voting Delegate/Alternate Form.

10) CONSIDERATION TO AUTHORIZE THE CITY MANAGER TO IMPLEMENT AN EXECUTIVE ORDER TO IMPOSE ADDITIONAL COVID-19 INFECTION CONTROL PROTOCOLS FOR OUTDOOR SHOPPING CENTER OPERATORS IN THE CITY OF SAN FERNANDO

Recommend that the City Council:

- a. Receive a presentation from staff regarding the County of Los Angeles' COVID-19 protocol for Shopping Centers Operators and related protocol and safety precautions implemented at the San Fernando Swap Meet;
- b. Discuss draft Executive Orders to impose additional infection control protocol for the San Fernando Swap Meet as an Outdoor Shopping Center Operator in the City, and offer amendments, if appropriate; and
- c. Grant discretion to the City Manager to implement enhanced infection control protocols for the San Fernando Swap Meet as an Outdoor Shopping Center Operator, inclusive of amendments discussed by City Council.

11) DISCUSSION REGARDING COVID-19 RESPONSE EFFORTS AND APPROVAL OF PROPOSED RECOMMENDATIONS

This item was placed on the agenda by Mayor Fajardo.

Receive a presentation from staff related to the City's COVID-19 efforts, including, but not limited to:

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – August 3, 2020**

Page 7 of 7

- a. Review and approval of the City's COVID-19 planning, response, enforcement, education efforts, and related policy initiatives; and
- b. Review and approval of financial assistance programs, and the pursuit of funding opportunities, and related recommendations, as appropriate.

12) DISCUSSION AND CONSIDERATION REGARDING THE ELECTION TITLES AND BALLOT LAYOUT FOR THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION

Recommend that the City Council discuss and provide direction to staff.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**GENERAL COUNCIL COMMENTS AND LIAISON UPDATES****ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

Julia Fritz, CMC

City Clerk

Signed and Posted: July 30, 2020 (6:00 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at www.sfcity.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.

Regular Meeting

San Fernando City Council



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: J. Diego Ibañez, Director of Finance

Date: August 3, 2020

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 20-081 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than special checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Special checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Director of Finance hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Director of Finance hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

A. Resolution No. 20-081

ATTACHMENT “A”**RESOLUTION NO. 20-081****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT
REGISTER NO. 20-081****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY
RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (EXHIBIT “A”) as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 3rd day of August, 2020.

Joel Fajardo, Mayor

ATTEST:

Julia Fritz, City Clerk

RESO. NO. 20-081**CERTIFICATION**

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 20-081 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 3rd day of August, 2020, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 3rd day of August, 2020.

Julia Fritz, City Clerk

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07/29/2020

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Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219706	8/3/2020	888800 BUSINESS CARD	(Continued)			
			072020		001-105-3689-4300 ONLINE VIDEO STORAGE ANNUAL SUE	1,053.80
			072120		001-105-0000-4380 MONTHLY VIDEO CONFERENCING-JUL	240.00
			072220		001-135-3689-4260 GAME TICKETS REFUND	14.99
					004-2383	-512.00
					Total :	8,143.53
219707	8/3/2020	892465 CANON SOLUTIONS AMERICA, INC.	4033251228	12020	COPIER MONTHLY RATES AND OVERA	
			4033363268	12160	001-135-0000-4260 SRO PRINTER MAINTENANCE & COPIE	1,265.26
					001-135-0000-4260	215.47
					Total :	1,480.73
219708	8/3/2020	100606 CAPIO	10105		FY20/21 - ANNUAL MEMBERSHIP DUES	
					001-105-0000-4380	275.00
					Total :	275.00
219709	8/3/2020	891860 CARL WARREN & COMPANY	20029		REIMB. OF ITF ACCT (LIABILITY CLAIM#	
					006-1037	1,625.00
					Total :	1,625.00
219710	8/3/2020	100713 CITY OF GLENDALE	921		ANNUAL ICIS PARTICIPATION RADIO FI	
					001-222-0000-4260	500.00
					Total :	500.00
219711	8/3/2020	101957 CITY OF LOS ANGELES	38SF200000012		FIRE SERVICES-JULY 2020	
					001-500-0000-4260	236,012.00
					Total :	236,012.00
219712	8/3/2020	103029 CITY OF SAN FERNANDO	2696-2777		REIMBURSEMENT TO WORKERS COM	
					006-1038	33,533.81
					Total :	33,533.81
219713	8/3/2020	100805 COOPER HARDWARE INC.	121529	12034	MISCELLANEOUS SUPPLIES FOR PW (	
					001-346-0000-4310	65.20

Page: 3

vchlist

07/29/2020

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Voucher List
CITY OF SAN FERNANDO

Page: 4

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219713	8/3/2020	100805 100805 COOPER HARDWARE INC.	(Continued)			
					Total :	65.20
219714	8/3/2020	893538 CORONA, ALFREDO	821152		SENIOR TRIP REFUND-DODGER GAME	
					004-2383	50.00
					Total :	50.00
219715	8/3/2020	887518 DURHAM, ALVIN	JULY 2020		COMMISSIONER'S STIPEND	
			MAY & JUNE		001-150-0000-4111 COMMISSIONER'S STIPEND	75.00
					001-150-0000-4111	150.00
					Total :	225.00
219716	8/3/2020	890401 ENVIROGEN TECHNOLOGIES INC	0011973-IN	12115	O&M SERVICES TO NITRATE SYSTEM '1	
					070-384-0857-4260	7,796.80
					Total :	7,796.80
219717	8/3/2020	892980 ESPINOZA JR, PEDRO	REIMB.		MANDATORY COVID-19 TEST	
					043-390-3689-4300	170.00
					Total :	170.00
219718	8/3/2020	893473 ESQUIVEL, ERNESTO	TRAVEL 08/10-08/14		PER DIEM - CANINE HANDLER COURSE	
			TRAVEL08/14-08/21		001-225-0000-4360 PER DIEM - CANINE HANDLER COURSE	155.00
					001-225-0000-4360	155.00
					Total :	310.00
219719	8/3/2020	890879 EUROFINS EATON ANALYTICAL, INC	L0516232	12213	MAY-JUNE 2020 WATER TESTING & AN	
			L0516233	12213	070-384-0000-4260 MAY-JUNE 2020 WATER TESTING & AN	140.00
			L0516422	12213	070-384-0000-4260 MAY-JUNE 2020 WATER TESTING & AN	150.00
			L0516425	12213	070-384-0000-4260 MAY-JUNE 2020 WATER TESTING & AN	36.00
			L0517204	12213	070-384-0000-4260 MAY-JUNE 2020 WATER TESTING & AN	150.00
			L0517432	12213	070-384-0000-4260 MAY-JUNE 2020 WATER TESTING & AN	150.00
					070-384-0000-4260	150.00

Page: 4

vchlist

07/29/2020

1:02:54PM

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219719	8/3/2020	890879 EUROFINS EATON ANALYTICAL, INC	(Continued) L0517831		MAY-JUNE 2020 WATER TESTING & AN. 070-384-0000-4260	144.00
			L0517832	12213	MAY-JUNE 2020 WATER TESTING & AN. 070-384-0000-4260	304.00
			L0517833	12213	MAY-JUNE 2020 WATER TESTING & AN. 070-384-0000-4260	150.00
			L0518169	12213	MAY-JUNE 2020 WATER TESTING & AN. 070-384-0000-4260	150.00
			L0518170	12213	MAY-JUNE 2020 WATER TESTING & AN. 070-384-0000-4260	144.00
			L0518266	12213	MAY-JUNE 2020 WATER TESTING & AN. 070-384-0000-4260	150.00
			L0518622	12213	MAY-JUNE 2020 WATER TESTING & AN. 070-384-0000-4260	152.00
			L0518624	12213	MAY-JUNE 2020 WATER TESTING & AN. 070-384-0000-4260	150.00
					Total :	2,120.00
219720	8/3/2020	101147 FEDEX	7-061-61709		COURIER SERVICES 001-190-0000-4280	75.45
					Total :	75.45
219721	8/3/2020	101152 FERNANDEZ, JULIE	REIMB.		COVID-19 SUPPLIES 001-105-3689-4300	25.28
					Total :	25.28
219722	8/3/2020	893648 FIBROBLAST	482		DISPOSABLE FACE MASKS-COVID19 001-105-3689-4300	120.45
					Total :	120.45
219723	8/3/2020	892198 FRONTIER COMMUNICATIONS	209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	54.86
			818-361-2385-012309		MTA PHONE LINE 007-440-0441-4220	116.50
			818-361-2472-031415		001-190-0000-4220 PW PHONE LINE	58.25

Page: 5

vchlist

07/29/2020

1:02:54PM

Voucher List
CITY OF SAN FERNANDO

Page: 6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219723	8/3/2020	892198 FRONTIER COMMUNICATIONS	(Continued)		070-384-0000-4220	512.22
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM 001-420-0000-4220	65.35
			818-831-5002-052096		POLICE SPECIAL ACTIVITIES PHONE L 001-222-0000-4220	54.95
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES 001-190-0000-4220	358.28
			818-837-7174-052096		POLICE SPECIAL ACTIVITIES PHONE L 001-222-0000-4220	37.83
			818-898-7385-033105		LP FAX LINE 001-420-0000-4220	41.98
					Total :	1,300.22
219724	8/3/2020	892442 GARCIA, ALICIA	821151		SENIOR TRIP REFUND-DODGER GAME 004-2383	130.00
					Total :	130.00
219725	8/3/2020	101296 GEMINI GROUP L.L.C.	120-14175	12229	2019 WATER QUALITY REPORTS, WEB 070-381-0000-4430	4,829.00
					Total :	4,829.00
219726	8/3/2020	893025 GONZALEZ, IVAN	JULY 2020		COMMISSIONER'S STIPEND 001-150-0000-4111	75.00
			MAY & JUNE		COMMISSIONER'S STIPEND 001-150-0000-4111	150.00
					Total :	225.00
219727	8/3/2020	101434 GUZMAN, JESUS ALBERTO	JUNE 2020		PROJECT PREPARATION 109-424-3693-4260	400.00
					Total :	400.00
219728	8/3/2020	893395 HAYES, JASON BENJAMIN	JULY 2020		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	75.00
219729	8/3/2020	890594 HEALTH AND HUMAN RESOURCE	E0224005		EAP-MAY 2020	

Page: 6

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Voucher List
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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219729	8/3/2020	890594 HEALTH AND HUMAN RESOURCE	(Continued)		001-106-0000-4260	243.10
					Total :	243.10
219730	8/3/2020	890360 HERRERA, NINAMARIE JULIA	JULY 2020		COMMISSIONER'S STIPEND	75.00
					001-420-0000-4111	75.00
					Total :	75.00
219731	8/3/2020	101511 HINDERLITER DE LLAMAS & ASSOC.	SIN001647		CONTRACT SRV-TRANS TAX MEASURE	1,351.19
					001-130-0000-4270	1,351.19
					Total :	1,351.19
219732	8/3/2020	101586 ICRMA	42030		2020/2021 PREMIUMS	776,970.00
					006-190-0000-4830	261,280.00
					006-190-0000-4240	4,180.00
					006-190-0000-4830	5,000.00
					006-190-0000-4240	5,000.00
			4226		LIAB PRG ASS YR4 OF 10YR INSTALL F	81,056.99
					006-2302	1,128,486.99
					Total :	1,128,486.99
219733	8/3/2020	887740 INDUSTRIAL SHOE COMPANY	1100-1233623		SAFETY SHOES	137.50
					070-383-0000-4310	137.50
					Total :	137.50
219734	8/3/2020	892682 IPS GROUP, INC.	51908	12131	SMART METER MGMT & TRANSACTION	685.00
					001-190-0000-4300	685.00
					Total :	685.00
219735	8/3/2020	887952 J. Z. LAWNMOWER SHOP	24591	12023	SMALL POWER EQUIPMENT REPAIRS	101.57
					001-346-0000-4300	101.57
					Total :	101.57
219736	8/3/2020	101795 KOSMONT & ASSOCIATES	18-0099-021	12090	REAL ESTATE ADVISORY SERVICES	1,345.50
					001-151-0000-4270	1,345.50
					Total :	1,345.50
219737	8/3/2020	892996 KS STATEBANK	25		SMART METERS LEASE PAYMENT-SEP	

Page: 7

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Voucher List
 CITY OF SAN FERNANDO

Page: 8

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219737	8/3/2020	892996 KS STATEBANK	(Continued)		001-190-0000-4405	88.87
				12221	001-190-0000-4428	1,511.38
					Total :	1,600.25
219738	8/3/2020	102007 L.A. COUNTY SHERIFFS DEPT.	203947BL		INMATE MEALS-JUNE 2020	238.26
					001-225-0000-4350	238.26
					Total :	238.26
219739	8/3/2020	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC - 13003 BORDEN	139.40
			494-750-1000		070-384-0000-4210	28.78
			500-750-1000		WATER - 12900 DRONFIELD	172.66
			594-750-1000		070-384-0000-4210	6,869.73
			657-750-1000		ELECTRIC - 12900 DRONFIELD	15,083.00
			694-750-1000		070-384-0000-4210	11,587.71
			757-750-1000		ELECTRIC-14060 SAYRE	95.10
					070-384-0000-4210	33,976.38
					Total :	33,976.38
219740	8/3/2020	101848 LANGUAGE LINE SERVICES	4839037		TRANSLATION SERVICES	4.70
					001-222-0000-4260	4.70
					Total :	4.70
219741	8/3/2020	101872 LEAGUE OF CALIFORNIA CITIES	3889		FY20/21-ANNUAL MEMBERSHIP DUES	1,113.00
					001-190-0000-4380	1,113.00
					Total :	1,113.00
219742	8/3/2020	893521 LEON, TRINIDAD	821150		SENIOR TRIP REFUND-DODGER GAME	50.00
					004-2383	50.00
					Total :	50.00

Page: 8

vchlist
 07/29/2020 1:02:54PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219743	8/3/2020	101920 LIEBERT CASSIDY WHITMORE	1498245		LEGAL SERVICES	
			1498246		001-112-0000-4270	116.00
			1498248		LEGAL SERVICES	
			1498759		001-112-0000-4270	754.00
			1500274		LEGAL SERVICES	
			1500275		001-112-0000-4270	348.00
			1500276		LEGAL SERVICES	
			1500277		001-112-0000-4270	1,299.00
			1500278		LEGAL SERVICES	
					001-112-0000-4270	4,110.00
					LEGAL SERVICES	
					001-112-0000-4270	696.00
					LEGAL SERVICES	
					001-112-0000-4270	259.00
					LEGAL SERVICES	
					001-112-0000-4270	8,004.00
					LEGAL SERVICES	
					001-112-0000-4270	555.00
					Total :	16,141.00
219744	8/3/2020	101974 LOS ANGELES COUNTY	JUNE 2020		ANIMAL CARE & CONTROL SERVICES	
			MAY 2020	12067	001-190-0000-4260	10,873.65
				12067	ANIMAL CARE & CONTROL SERVICES	
					001-190-0000-4260	5,143.66
					Total :	16,017.31
219745	8/3/2020	892477 LOWES	901579		SMALL TOOLS	
					001-311-0000-4300	13.04
					Total :	13.04
219746	8/3/2020	893662 MARTINEZ, ADELINA	821149		SENIOR TRIP REFUND-DODGER GAME	
					004-2383	130.00
					Total :	130.00
219747	8/3/2020	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	
					001-140-0000-4220	34.88

Page: 9

vchlist
 07/29/2020 1:02:54PM

Voucher List
CITY OF SAN FERNANDO

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219747	8/3/2020	888242 888242 MCI COMM SERVICE	(Continued)		Total :	34.88
219748	8/3/2020	102226 MISSION LINEN SUPPLY	512815295		LAUNDRY	
			512843764		001-225-0000-4350	86.72
			512862555		LAUNDRY	
			512891649		001-225-0000-4350	93.83
					LAUNDRY	
					001-225-0000-4350	101.60
					LAUNDRY	
					001-225-0000-4350	87.23
					Total :	369.38
219749	8/3/2020	892731 MONTES, AIDA	JULY 2020		COMMISSIONER'S STIPEND	
			MAY 2020		001-150-0000-4111	75.00
					COMMISSIONER'S STIPEND	
					001-150-0000-4111	75.00
					Total :	150.00
219750	8/3/2020	890995 NAVARRO, SAYDITH	JULY 2020		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00
					Total :	75.00
219751	8/3/2020	102423 OCCU-MED, INC.	0720901		PRE-EMPLOYMENT PHYSICAL	
					001-106-0000-4260	146.00
					Total :	146.00
219752	8/3/2020	102432 OFFICE DEPOT	100209527001		OFFICE SUPPLIES	
			100225783001		001-311-0000-4300	488.19
			100613346001		OFFICE SUPPLIES	
					001-311-0000-4300	26.38
					OFFICE SUPPLIES	
					001-101-0000-4300	4.74
					001-105-0000-4300	40.55
					001-106-0000-4300	61.04
					001-116-0000-4300	20.00
			100993406001		OFFICE SUPPLIES	
					110-105-3672-4270	59.90

Page: 10

vchlist
 07/29/2020 1:02:54PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219752	8/3/2020	102432 OFFICE DEPOT	(Continued) 102976746001		HAND SANITIZIER & FACIAL TISSUE-C(	
			102976746002		001-152-3689-4300	58.26
					PPE SUPPLIES-COVID19	
			103169155001		001-152-3689-4300	19.47
					PPE SUPPLIES - COVID19	
			103219650001		001-152-3689-4300	84.79
					OFFICE SUPPLIES	
			104792752001		001-106-0000-4300	294.80
					OFFICE SUPPLIES	
			104792925001		001-222-0000-4300	81.77
					OFFICE SUPPLIES	
			106348977001		001-222-0000-4300	67.75
					OFFICE SUPPLIES	
			106377134001		001-310-0000-4300	402.48
					OFFICE SUPPLIES	
			106400233001		001-310-0000-4300	51.12
					OFFICE SUPPLIES	
			106484479001		001-115-0000-4300	38.48
					OFFICE SUPPLIES	
			107843287001		001-115-0000-4300	16.83
					OFFICE SUPPLIES	
			2418482244		001-222-0000-4300	64.55
					OFFICE SUPPLIES	
					001-222-0000-4300	44.32
					Total :	1,925.42
219753	8/3/2020	892572 OLIVAREZ MADRUGA	11199		LEGAL SERVICES-COVID19	
			11200		001-110-3689-4270	3,675.00
					LEGAL SERVICES	
			11201		001-110-0000-4270	16,976.80
					001-110-3689-4270	819.00
			11202		LEGAL SERVICES	336.00
					001-110-0000-4270	63.00

Page: 11

vchlist
 07/29/2020 1:02:54PM

Voucher List
CITY OF SAN FERNANDO

Page: 12

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219753	8/3/2020	892572 892572 OLIVAREZ MADRUGA	(Continued)		Total :	21,869.80
219754	8/3/2020	893116 PACHECO, HECTOR	MAY & JUNE		COMMISSIONER'S STIPEND	
					001-150-0000-4111	150.00
					Total :	150.00
219755	8/3/2020	891527 PEREZ, MARVIN	JULY 2020		COMMISSIONER'S STIPEND	
			MAY & JUNE		001-150-0000-4111	75.00
					COMMISSIONER'S STIPEND	
					001-150-0000-4111	150.00
					Total :	225.00
219756	8/3/2020	890994 PONCE, JOE	JULY 2020		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00
					Total :	75.00
219757	8/3/2020	888789 PRO FORCE LAW ENFORCEMENT	417236	12212	NON LEATHAL WEAPONS AND AMMUN	
					001-222-0000-4300	6,637.72
					Total :	6,637.72
219758	8/3/2020	892297 PUKUU CULTURAL COMMUNITY	10	12135	APRIL-PROF SERVS AGREEMENT YOU	
			11	12135	110-422-3649-4270	13,392.00
			12	12135	MAY-PROF SERVS AGREEMENT YOUTI	
					110-422-3649-4270	40,380.00
					JUNE-PROF SERVS AGREEMENT YOU	
					110-422-3649-4270	40,058.00
					Total :	93,830.00
219759	8/3/2020	892500 RESIDENCE INN	TRAVEL 8/17-08/21		LODGING-CANINE HANDLER COURSE	
					001-225-0000-4360	504.10
					Total :	504.10
219760	8/3/2020	892500 RESIDENCE INN	TRAVEL 08/10-08/14		LODGING-CANINE HANDLER COURSE	
					001-225-0000-4360	504.10
					Total :	504.10
219761	8/3/2020	893143 RICHARDS, SANDRA MARIE	JULY 2020		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00

Page: 12

vchlist

07/29/2020

1:02:54PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219761	8/3/2020	893143 893143 RICHARDS, SANDRA MARIE	(Continued)		Total :	75.00
219762	8/3/2020	103057 SAN FERNANDO VALLEY SUN	10871		CENSUS 2020 AD ENGLISH/SPANISH	
			10872		110-105-3672-4270	798.34
					PUBLICATION-NOTICE OF ELECTION	
					001-115-0000-4230	143.75
					Total :	942.09
219763	8/3/2020	102961 SCAG-SO CA ASSN OF GOVERNMENTS	FY20-21		FY20/21-ANNUAL MEMBERSHIP DUES	
					001-190-0000-4380	2,150.40
					Total :	2,150.40
219764	8/3/2020	891331 SESAC	747437		ANNUAL MUSIC LICENSING FEE	
					001-424-0000-4260	473.80
					Total :	473.80
219765	8/3/2020	103184 SMART & FINAL	15884		DISINFECTANT WIPES-COVID19	
					001-105-3689-4300	167.93
					Total :	167.93
219766	8/3/2020	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC- 910 FIRST	
			2-33-746-5215		043-390-0000-4210	7,954.17
			2-39-084-2581		ELECTRIC - 190 PARK	
			2-39-717-6769		027-344-0000-4210	588.24
					ELECTRIC - 1117 SECOND	
					043-390-0000-4210	14.36
					ELECTRIC - 801 EIGHTH	
					043-390-0000-4210	18.95
					Total :	8,575.72
219767	8/3/2020	893660 SOUTHERN CALIFORNIA NEWS GROUP	0011386291		PUBLICATION OF LLAD	
					027-344-0000-4260	587.60
					Total :	587.60
219768	8/3/2020	103251 STANLEY PEST CONTROL	257325	12091	PEST EXTERMINATION OF VARIOUS CI	
			257331	12091	043-390-0000-4260	94.00
					PEST EXTERMINATION OF VARIOUS CI	
					043-390-0000-4260	62.00

Page: 13

vchlist

07/29/2020

1:02:54PM

Voucher List
CITY OF SAN FERNANDO

Page: 14

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219768	8/3/2020	103251 STANLEY PEST CONTROL	(Continued)			
			257332	12091	PEST EXTERMINATION OF VARIOUS CI	
			257333	12091	043-390-0000-4260	135.00
			257334	12091	PEST EXTERMINATION OF VARIOUS CI	
			257335	12091	043-390-0000-4260	55.00
			257336	12091	PEST EXTERMINATION OF VARIOUS CI	
			265860	12091	043-390-0000-4260	95.00
			265866	12091	PEST EXTERMINATION OF VARIOUS CI	
			265867	12091	043-390-0000-4260	85.00
			265868	12091	PEST EXTERMINATION OF VARIOUS CI	
			265869	12091	043-390-0000-4260	85.00
			265870	12091	PEST EXTERMINATION OF VARIOUS CI	
			265871	12091	043-390-0000-4260	94.00
					Total :	94.00
219769	8/3/2020	889149 STAPLES BUSINESS ADVANTAGE	3451666693		BREAK ROOM SUPPLIES	
					001-190-0000-4300	126.33
					Total :	126.33
219770	8/3/2020	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	343517		FINGERPRINTING-NOV 2018	
					001-420-0000-4260	98.00
					Total :	98.00
219771	8/3/2020	103205 THE GAS COMPANY	042-320-6900-7		GAS - 910 FIRST	
					043-390-0000-4210	70.63

Page: 14

vchlist

07/29/2020

1:02:54PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219771	8/3/2020	103205 THE GAS COMPANY	(Continued) 084-220-3249-3		GAS - 505 S HUNTINGTON 043-390-0000-4210	30.24
					Total :	100.87
219772	8/3/2020	101528 THE HOME DEPOT CRC, ACCT#603532202490	120288 9971661		MARKING PAINT 072-360-0000-4300 TRASH BAGS 030-341-0000-4300 001-311-0000-4300	18.06 988.02 988.02
					Total :	1,994.10
219773	8/3/2020	101024 THE VALLEY ECONOMIC ALLIANCE	4713		FY20/21-ANNUAL MEMBERSHIP DUES 001-190-0000-4380	5,000.00
					Total :	5,000.00
219774	8/3/2020	103903 TIME WARNER CABLE	283057070520		LP PARK CABLE-07/05-08/04 001-420-0000-4260	181.76
					Total :	181.76
219775	8/3/2020	103463 U.S. POSTMASTER	JULY 2020		POSTAGE-JULY UTILITY BILLS 070-382-0000-4300 072-360-0000-4300	638.48 638.48
					Total :	1,276.96
219776	8/3/2020	103444 ULTRA GREENS, INC	49167	12042	LANDSCAPE SUPPLIES & MATERIALS 001-311-0000-4300	43.80
					Total :	43.80
219777	8/3/2020	893167 UNITED MAINTENANCE SYSTEMS	14657	12002 12002	JANITORIAL SERVICES 043-390-0000-4260 043-390-3689-4260	17,850.00 6,570.45
					Total :	24,420.45
219778	8/3/2020	893612 VALLARTA SUPER MARKETS	321		HAND SANITIZING WIPES - COVID-19 001-105-3689-4300	420.48
					Total :	420.48

Page: 15

vchlist

07/29/2020

1:02:54PM

Voucher List
CITY OF SAN FERNANDO

Page: 16

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219779	8/3/2020	889644 VERIZON BUSINESS	67717162		CITY HALL LONG DISTANCE 001-190-0000-4220	53.28
			67717163		CITY YARD LONG DISTANCE 070-384-0000-4220	15.99
			67717164		CITY HALL LONG DISTANCE & INTRAL/	
			67717165		001-190-0000-4220 POLICE LONG DISTANCE 001-222-0000-4220	26.64 124.29
			67717166		CITY YARD LONG DISTANCE 070-384-0000-4220	10.65
			67717167		PARK LONG DISTANCE 001-420-0000-4220	16.24
			67717703		ENGINEERING LONG DISTANCE 001-310-0000-4220	5.33
			67717714		CITY HALL LINES 001-190-0000-4220	58.61
					Total :	311.03
219780	8/3/2020	889627 VERIZON CONFERENCING	Z6953308		CONFERENCE CALLING-JUNE 2020 001-190-0000-4220	173.47
					Total :	173.47
219781	8/3/2020	100101 VERIZON WIRELESS-LA	9858350903		VARIOUS CELL PHONE PLANS 072-360-0000-4220 001-101-0102-4220 001-105-0000-4220	61.95 54.96 73.79
					Total :	190.70
219782	8/3/2020	891531 WILLDAN ENGINEERING	003-32636	12118 12118 12118 12118 12118 12118 12118	ENGINEERING SERVICES 001-310-0000-4270 012-311-6673-4600 070-385-6673-4600 011-311-0560-4600 012-311-0552-4600 012-311-0553-4600 026-311-0182-4600	4,355.00 2,015.00 650.00 650.00 195.00 195.00 455.00
			00332637		ENGINEERING SERVICES	

Page: 16

vchlist

07/29/2020

1:02:54PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219782	8/3/2020	891531 WILLDAN ENGINEERING	(Continued)			
			00619399	12118	001-310-0000-4270	2,015.00
				11736	DESIGN SERVICES FOR STREET RESL	
					012-311-6673-4600	403.00
			00619400		DESIGN SERVICES FOR STREET RESL	
				11736	072-365-6673-4600	2,278.00
					Total :	13,211.00
85 Vouchers for bank code :		bank3			Bank total :	1,694,344.21
85 Vouchers in this report					Total vouchers :	1,694,344.21

Voucher Registers are not final until approved by Council.

vchlist
07/06/2020 10:17:35AMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219571	7/6/2020	102519 P.E.R.S.	JULY 2020		HEALTH INS. BENEFITS-JULY 2020 001-1160	161,573.72
Total :						161,573.72
1 Vouchers for bank code : bank3						Bank total : 161,573.72
1 Vouchers in this report						Total vouchers : 161,573.72

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECKS

vchlist

07/14/2020

8:49:21AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219574	7/6/2020	893115 P.E.R.S. CITY RETIREMENT	100000016035257		EMPLOYER CONTRIB VARIANCE- 05/2020 001-1160	2,878.35
Total :						2,878.35
1 Vouchers for bank code : bank3						Bank total : 2,878.35
1 Vouchers in this report						Total vouchers : 2,878.35

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECKS

vchlist

07/27/2020 11:26:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219696	7/20/2020	893115 P.E.R.S. CITY RETIREMENT	100000016035285		EMPLOYER CONTRIB VARIANCE- RETI 018-225-0000-4124	3,326.17
Total :						3,326.17
1 Vouchers for bank code : bank3						Bank total : 3,326.17
1 Vouchers in this report						Total vouchers : 3,326.17

Voucher Registers are not final until approved by Council.

Page: 1

vchlist

07/23/2020 4:41:00PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219694	7/23/2020	893166 GRBCON, INC.	8-FINAL		GLENOAKS SEWER & WATER IMPROVI	
				11973	072-365-6673-4600	0.01
				11973	070-385-6673-4600	0.01
				11973	010-311-6677-4600	32,174.94
				11973	070-385-6673-4600	40,655.74
				11973	072-365-6673-4600	75,367.29
					070-2037	-2,032.78
					072-2037	-3,768.36
					010-2037	-1,608.76
					Total :	140,788.09
1	Vouchers for bank code :	bank3			Bank total :	140,788.09
1	Vouchers in this report				Total vouchers :	140,788.09

Voucher Registers are not final until approved by Council.

Page: 1

CC Meeting Agenda
SPECIAL CHECKSPage 29 of 224
RES. NO. 20-081
EXHIBIT "A"

vchlist

07/27/2020 11:51:55AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219697	7/27/2020	102518 P.E.R.S.	2236157495		UNFUNDED ACCRUED LIABILITY PAYM 018-190-0000-4124	3,028,620.00
Total :						3,028,620.00
1 Vouchers for bank code : bank3						Bank total : 3,028,620.00
1 Vouchers in this report						Total vouchers : 3,028,620.00

Voucher Registers are not final until approved by Council.

Page: 1

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Matt Baumgardner, Director of Public Works

Date: August 3, 2020

Subject: Consideration to Ratify San Fernando Executive Order No. 2020-07-23 - Temporary COVID-19 Outdoor Services Regulations

RECOMMENDATION:

It is recommended that the City Council ratify Executive Order No. 2020-07-23 (Attachment "A") enacting COVID-19 Outdoor Service Regulations.

BACKGROUND:

1. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency. The County of Los Angeles, City of Los Angeles, City of Long Beach and City of Pasadena quickly followed suit and declared Local Emergencies caused by the Coronavirus (COVID-19).
2. On March 16, 2020, the City Council declared a Local Emergency in San Fernando due to the public threat caused by COVID-19.
3. On March 16, 2020, the County of Los Angeles Department of Public Health Officer issued the first *Safer at Home Order for Control of COVID-19* Health Order for individuals living in Los Angeles County to comply with the State Executive Order N-33-20 issued by Governor Newsom. This order deemed restaurants and other food facilities as essential businesses which could remain open, but only for delivery, drive thru or carry out.
4. On May 13, 2020, the County of Los Angeles Department of Public Health Officer issued a Revised *Safer at Home Order for Control of COVID-19* Health Order, which authorized local public entities to temporarily close certain streets or areas to automobile traffic, to allow for increased space for persons to engage in recreational activity permitted by and in compliance with social (physical) distancing requirements specified in the order. All subsequent revisions of the order preserved this authority.

Consideration to Ratify San Fernando Executive Order No. 2020-07-23 - Temporary COVID-19 Outdoor Services RegulationsPage 2 of 4

5. On May 26, 2020, Urban Place Consulting Group transmitted a memorandum to staff regarding a COVID-19 Outdoor Dining Pilot Program on behalf of the San Fernando Downtown Mall Association that outlined pilot program recommendations (Attachment "B").
6. On May 29, 2020, the County of Los Angeles Department of Public Health Officer issued a Reopening *Safer at Work and in the Community for Control of COVID-19* Health Order, which authorized the reopening of indoor in-person dining not to exceed 60 percent of maximum capacity and outdoor dining, subject to adhering to the six feet physical distancing requirements between groups of customers.
7. On June 15, 2020, the City Council ratified City Executive Order No. 2020-06-12 allowing for temporary outdoor dining area permits within public sidewalks in commercial zones throughout the City. This citywide sidewalk dining pilot program is set to expire on December 31, 2020, unless cancelled or extended by the City Manager or City Council; or superseded by County Public Health Order.
8. Between July 1, 2020 and July 18, 2020, the County of Los Angeles Department of Public Health Officer issued several revised *Safer at Work and in the Community for Control of COVID-19* Health Orders that restricted indoor operations, but allowed certain outdoor operations at restaurants, barber shops and hair salons, gyms and fitness establishments, personal care establishments, and places of worship subject to social and physical distancing requirements.

ANALYSIS:

As COVID-19 infections and hospitalizations in the State and Los Angeles County began to rise in early July 2020, County Health Orders once again began to limit indoor operations for most businesses. In particular, service-based businesses, including restaurants, barber and hair styling establishments, gym and fitness establishments, personal care establishments, and places of worship, were restricted from providing indoor services.

With the return of restrictions on businesses providing indoor services in early July 2020, and the uncertainty in how long these restrictions will be in place, staff examined the option of allowing certain businesses to operate within a protected zone in private parking lots and in the public right-of-way adjacent to the business. The County Health Orders does allow many of these service based establishments to provide outdoor services as the risk of community transmission in an outdoor setting has been shown to be less than the risk when providing services indoor.

Consequently, the City revised the previously approved Outdoor Dining Program to include additional services, as provided for in the County Health Order, and private parking lots under certain safety provisions. The revised and expanded Outdoor Services Permit Application

Consideration to Ratify San Fernando Executive Order No. 2020-07-23 - Temporary COVID-19 Outdoor Services RegulationsPage 3 of 4

(Attachment “B”) shares many of the same elements with the previously ratified Citywide Sidewalk Dining Pilot Program, but differs in the following ways:

- Qualifying applicants have been expanded to include:
 - a) Barber shops and hair salons;
 - b) Personal care establishments;
 - c) Gym and fitness establishments; and
 - d) Places of worship.
- The permit application must be accompanied by a plan showing the proposed outdoor service area, the existing business establishment, existing parking areas, all property boundaries, and ingress/egress for the property.
- Protective barriers, such as K-rails, must be placed around outdoor service area in such a way as to provide safety for patrons from vehicles traveling through parking lot. The City has a limited number of K-rails that can be provided free of charge on a first-come, first-served basis.
- Business must be able to provide a minimum of 50% of their required parking spaces per City standards.
- ADA disabled access parking stalls may not be impacted by the outdoor service area.
- The Outdoor Services Permit is temporary and is subject to termination upon the lifting of indoor use restrictions by future County Health Orders. It may also be rescinded through Executive Order or City Council action. This differs from the Citywide Sidewalk Dining Pilot Program established under Executive Order No. 2020-06-12, which is set to expire on December 31, 2020.
- The Outdoor Services Permit is for adjacent private parking lots, unless by written agreement with another property owner, and continues to restrict the use of unpaved areas, on-street parking spaces, and right-of-way that cannot maintain the minimum five feet clear path of travel.

Executive Order No. 2020-07-23 establishes temporary outdoor service regulations as described in the previous section. The first permit was issued on Friday, July 25, 2020, and will continue to be issued on a case-by-case basis for businesses throughout the City.

Environmental Determination.

The proposed Executive Order is exempt from California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines Section 15061(b)(3) under the general rule that CEQA

Consideration to Ratify San Fernando Executive Order No. 2020-07-23 - Temporary COVID-19 Outdoor Services RegulationsPage 4 of 4

does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts, therefore no additional action under CEQA is required.

BUDGET IMPACT:

Ratification of this Executive Order will have minimal direct fiscal impact on the City's General Fund budget. As a comparison, the typical processing fee for right-of-way encroachment permits is \$106.08. The temporary Outdoor Services Permit Application would waive any application fee. Businesses that apply for the permit must have a valid Business License and all other regulatory permits.

CONCLUSION:

Staff recommends that the City Council ratify Executive Order No. 2020-07-23 enacting temporary outdoor service regulations in the City of San Fernando.

ATTACHMENTS:

- A. Executive Order No. 2020-07-23
- B. COVID-19 Outdoor Services Application

**CITY OF SAN FERNANDO
CITY MANAGER/DIRECTOR OF EMERGENCY
SERVICES
EXECUTIVE ORDER NO. 2020-07-23**

Subject: COVID-19 Outdoor Service Regulations

1. Findings and Intent.

- A. San Fernando ("City") Municipal Code ("Municipal Code") Section 26-63(a) provides for the preparation and carrying out of plans for the protection of persons and property within the City of San Fernando in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of the City with all other public agencies, corporations, and affected private persons.
- B. International, national, state, and local health and governmental authorities are responding to an outbreak of a respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "Coronavirus disease 2019" ("COVID-19").
- C. On March 4, 2020, Governor Newsom declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and department, and help the state prepare for broader spread of COVID-19.
- D. On March 16, 2020, pursuant to the City's Municipal Code Section 2 (Definitions) of Chapter 26 (Civil Emergencies), the City Council for the City of San Fernando declared the existence of a local emergency in response to the COVID-19 pandemic.
- E. On March 19, 2020, Governor Newsom issued Executive Order No. N-33-20 requiring all individuals to stay home or at their place of residence except as needed to maintain the continuity of operations of the federal critical infrastructure sectors.
- F. On March 19, 2020, the Los Angeles County Health Officer ("County") issued a Safer at Home Order for Control of COVID-19 ("Safer at Home Order") with an April 19, 2020 expiration date. Among other things, the Safer at Home Order required closure of hair salons and barber shops, gyms and fitness establishments, personal care establishments, places of worship, and restaurants except for delivery, drive thru, and carry out service.
- G. On April 10, 2020, the County amended the Safer at Home Order and extended its expiration date to May 15, 2020. Among other things, the amended Safer at Home Order continued the closure of hair salons and barber shops, gyms and

EXECUTIVE ORDER NO. 2020-07-23

fitness establishments, personal care establishments, places of worship, and restaurants except for delivery, drive thru, and carry out service, and expressly prohibited indoor and outdoor table dining.

- H. On May 4, 2020, Governor Newsom issued Executive Order No. N-60-20 directing the State Public Health Officer to establish criteria and procedures for allowing local health officers to establish and implement public health measures less restrictive than public health measures implemented on a statewide basis.
- I. On May 7, 2020, the State Public Health Officer issued an order allowing local health jurisdictions to move into Stage 2 of California's Pandemic Resilience Roadmap.
- J. On May 13, 2020 the County further amended the Safer at Home Order and indefinitely extended its expiration date. Among other things, the amended Safer at Home order continued the closure of hair salons and barber shops, gyms and fitness establishments, personal care establishments, places of worship, and restaurants except for delivery, drive thru, and carry out service, and continued the prohibition on indoor and outdoor table dining.
- K. On May 29, 2020, the County further amended the Safer at Home Order. Among other things, the revised Safer at Home Order allowed restaurants to provide indoor and outdoor table dining subject to social and physical distancing requirements.
- L. On June 11 and 18, 2020, the County successively further amended the Safer at Home Order. Among other things, the revised Safer at Home Order allowed hair salons and barber shops, gyms and fitness establishments, personal care establishments, and places of worship to provide indoor services subject to social and physical distancing requirements.
- M. On July 14, 2020, the County further amended the Safer at Home Order. Among other things, the revised Safer at Home Order allows certain outdoor operations for hair salons and barber shops, gyms and fitness establishments, personal care establishments, and places of worship subject to social and physical distancing requirements.
- N. Section 26-63 (Powers and duties of officers) of Chapter 26 (Civil Emergencies) of the City's Municipal Code authorizes the City Manager/Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency.
- O. The purpose of this Executive Order is to allow outdoor services in certain areas, including sidewalks and private parking lots, pursuant to social distancing protocols in all zones that allow commercial uses, including C-1 (limited commercial), C-2 (commercial), SC (service commercial), PD (precise development overlay), and all SP-5 districts except the General Neighborhood District (GN).

EXECUTIVE ORDER NO. 2020-07-23**2. Regulations.**

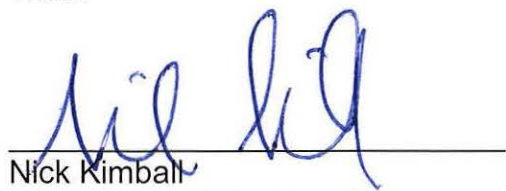
- A. The COVID-19 Outdoor Service Regulations set forth in the attached Exhibit "A" are adopted. Businesses offering outdoor service shall comply with such regulations and all applicable laws.
- B. The COVID-19 Outdoor Service Regulations supersede any conflicting provisions in the City's Municipal Code.

- 3. Duration. This Executive Order shall be effective immediately and shall remain in effect until rescinded or superseded by order of the County Public Health Officer or other similar order.
- 4. Interpretation. This Executive Order is not intended to create, and shall not be interpreted as creating, any substantive or procedural rights or benefits with respect to businesses offering of outdoor services. This Executive Order may be cancelled by the City Manager/Director of Emergency Services, or by the City Council if previously confirmed by the City Council, at any time without cause.
- 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Executive Order is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Executive Order. The City Manager/Director of Emergency Services declares that he would have issued this Executive Order and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.
- 6. Dissemination. This Executive Order shall be given widespread publicity and notice in accordance with Government Code Section 8654.

ISSUED:

Date: July 23, 2020

Time:



Nick Kimball

City Manager/Director of Emergency Services

EXECUTIVE ORDER NO. 2020-07-23
EXHIBIT "A"

COVID-19 Outdoor Service Regulations

Purpose

These regulations allow for a business to setup outdoor service beyond what is already permitted for in an effort to ensure proper social distancing protocols are being followed in all zones that allow commercial uses, including C-1 (limited commercial), C-2 (commercial), SC (service commercial), PD (precise development overlay), and all SP-5 districts except General Neighborhood District (GN).

Compliance with Law

Restaurants shall comply with all applicable laws, including, but not limited to:

- Americans with Disabilities Act
- California Alcoholic Beverage Control Regulations
- California Department of Public Health Regulations
- California Department of Consumer Affairs
- City of Los Angeles Building & Safety Codes
- City of Los Angeles Fire Department Codes
- Los Angeles County Health Officer Orders
- San Fernando Municipal Code

Permit Duration

Regardless of date of issuance, all COVID-19 Outdoor Service Encroachment Permits for outdoor dining shall expire on December 31, 2020 unless earlier cancelled or extended by the City Manager/Director of Emergency Services or by the City Council.

All other COVID-19 Outdoor Services must move services indoor as soon as permitted by the County of Los Angeles Department of Public Health – Health Officer Order.

Permit Overview

1. LOCATION:

- A. The outdoor service area must be located adjacent to the business, unless by written agreement with another property owner, and must not be located on any of the following: unpaved areas, on-street parking spaces, public parks, and right-of-way that cannot provide the minimum requirement of 5-feet clear path of travel.
- B. An outdoor service area shall not be located or operated in a manner that jeopardizes the safety of pedestrians or vehicles. The City Traffic Engineer may impose safety measures as necessary to protect the safety of pedestrians, customers, and vehicles in and around the proposed outdoor service area. Owner or City provided barricades, such as K-rails, shall be erected along the perimeter

EXECUTIVE ORDER NO. 2020-07-23
EXHIBIT "A"

of the outdoor service area in order to maintain safety of patrons. Subject to availability, K-rails may be temporarily provided by the City at no cost on a first-come, first-served basis.

- C. Use of any private property requires review by the Community Development Department.

2. SOCIAL DISTANCING:

- A. All businesses shall ensure that social distancing is maintained by persons in the outdoor service area, on any adjacent public sidewalk area, or standing in line waiting for service.
- B. Businesses shall follow all safety protocols per the Los Angeles County Department of Public Health.

3. NOISE:

- A. The business owner must undertake appropriate measures to ensure that the level of noise associated with the outdoor service area does not disturb the right to quiet enjoyment of the neighboring properties and businesses.
- B. No sound, apart from ambient noise from the utilization of the space, shall be permitted in the outside service area. Live music is not allowed per the County of Los Angeles Department of Public Health – Health Officer Order.
- C. Amplified music is permitted for gym/fitness establishments so long as it remains in compliance with the City of San Fernando's Noise Ordinance (SFMC Sec. 34-26 through 71).

4. MAINTENANCE:

- A. The permittee and the property owner shall maintain the outdoor service area clear of litter, food scraps, service waste, packaging, soiled dishes, grease, and gum. At the close of business daily, the permittee and property owner shall remove all trash and clean the area in and around the outdoor dining area.
- B. The permittee and the property owner shall store and maintain all outdoor furniture inside whenever the restaurant is closed.
- C. Barbershops and Hair Salons shall not wash hair outside and shall make every effort to contain hair within the designated service area.
- D. The City may temporarily revoke any permit to conduct any necessary repairs or maintenance on public facilities.

EXECUTIVE ORDER NO. 2020-07-23
EXHIBIT "A"

5. PARKING:

- A. Use of a private parking lot to provide service will require approval from the Community Development Department to ensure adequate parking is provided to customers. Businesses must be able to provide a minimum of 50% of their required parking spaces per City Standards.
- B. Existing disabled (ADA) access parking stalls and path of travel shall not be impacted by outdoor service.

6. SIGNAGE:

- A. This permit does not confer any new rights for signage.

7. ALCOHOL CONSUMPTION:

- A. Alcoholic beverage consumption in the outdoor service area requires COVID-19 Temporary Catering Authorization approval from the California Department of Alcoholic Beverage Control (ABC).

8. RETAIL:

- A. Retail uses are currently allowed indoor operations and do not qualify for this permit.

9. NON-TRANSFERABLE:

- A. This permit is non-transferable.

Submittal Requirements

A complete application package includes the following:

- 1. Completed Application. NOTE: There is no permit fee (\$0);
- 2. Site Plan.
- 3. Certificate of General Liability Insurance; Must include the City of San Fernando as Additional Insured.

COVID-19 OUTDOOR SERVICE ENCROACHMENT PERMIT APPLICATION

REQUIREMENTS

PURPOSE:

These regulations allow for a business to setup outdoor service beyond what is already permitted for in an effort to ensure proper social distancing protocols are being followed in all zones that allow commercial uses, including C-1 (limited commercial), C-2 (commercial), SC (service commercial), PD (precise development overlay), and all SP-5 districts except the General Neighborhood District (GN).

COMPLIANCE WITH THE LAW:

Businesses shall comply with all applicable laws, including:

- Americans with Disabilities Act
- California Alcoholic Beverage Control Regulations
- California Department of Public Health Regulations
- City of Los Angeles Building & Safety Codes
- City of Los Angeles Fire Department Codes
- County of Los Angeles Health Officer Orders
- San Fernando Municipal Code

PERMIT DURATION:

Regardless of the date of issuance, all COVID-19 Outdoor Service Encroachment Permits for outdoor dining shall expire on December 31, 2020, unless earlier cancelled or extended by the City Manager/Director of Emergency Services or by the City Council.

All other COVID-19 Outdoor Services must move services indoor as soon as permitted by the County of Los Angeles Department of Public Health – Health Officer Order.

PERMIT OVERVIEW:

1. LOCATION:

- a. The outdoor service area must be located adjacent to the business, unless by written agreement with another property owner, and must not be located on any of the following: unpaved areas, on-street parking spaces, public parks, and right-of-way that cannot provide the minimum requirement of 5-feet clear path of travel.
- b. An outdoor service area shall not be located or operated in a manner that jeopardizes the safety of pedestrians or vehicles, cannot block pedestrian or vehicular access to or from the subject property, and must maintain a minimum of five feet clear path of travel. The City Engineer may impose safety measures as necessary to protect the safety of pedestrians, customers, and vehicles in and around the proposed outdoor service area. Owner or City provided barricades, such as K-rails, shall be erected along the perimeter of the outdoor service area in order to maintain the safety of patrons. Subject to availability, K-rails may be provided by the City at no cost, on a first-come, first-serve basis.
- c. Use of any private property requires review by the Community Development Department.

2. SOCIAL DISTANCING:

- a. All businesses shall ensure that social distancing is maintained by persons in the outdoor service area, on any adjacent public sidewalk area, or standing in line waiting for service.
- b. Businesses shall follow all safety protocols per the Los Angeles County Department of Public Health.

3. NOISE:

- a. The business owner must undertake appropriate measures to ensure that the level of noise associated with the outdoor service area does not disturb the right to quiet enjoyment of the neighboring properties and businesses.
- b. No sound, apart from ambient noise from the utilization of the space, shall be permitted in the outside service area. Live music is not allowed per the County of Los Angeles Department of Public Health – Health Officer Order.
- c. Amplified music is permitted for gym/ fitness establishments so long as it remains in compliance with the City of San Fernando's Noise Ordinance (SFMC Sec. 34-26 through 71).

REQUIREMENTS *Continued*

4. MAINTENANCE:

- a. The permittee and the property owner shall maintain the outdoor service area clear of litter, food scraps, service waste, packaging, soiled dishes, grease, and gum. At the close of business daily, the permittee and property owner shall remove all trash and clean the area in and around the outdoor service area.
- b. The permittee and the property owner shall store and maintain all outdoor furniture inside whenever the business is closed.
- c. Barbers/Hair Salons shall not wash hair outside and shall make every effort to contain hair within the designated service area.
- d. The City may temporarily revoke any permit to conduct any necessary repairs or maintenance on public facilities.

5. PARKING:

- a. Use of a private parking lot to provide service will require approval from the Community Development Department to ensure adequate parking is provided to customers. Business must be able to provide a minimum of 50% of their required parking spaces per City Standards.
- b. Existing disabled (ADA) access parking stalls and path of travel shall not be impacted by outdoor service.

6. SIGNAGE:

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7. ALCOHOL CONSUMPTION:

- a. Alcoholic beverage consumption in the outdoor service area requires COVID-19 Temporary Catering Authorization approval from California Department of Alcoholic Beverage Control (ABC).

8. RETAIL:

- a. Retail uses are currently allowed indoor operations, and do not qualify for this permit.

9. NON-TRANSFERABLE:

- a. This permit is non-transferable.

SUBMITTAL REQUIREMENTS:

A complete application package includes the following:

- 1. Completed Application (see page 3). Please Note: there is no permit fee.
- 2. Site Plan (see page 4).
- 3. Certificate of General Liability Insurance; must include the City of San Fernando as Additional Insured.

Questions and/or Completed Application package may be submitted to:

PUBLIC WORKS DEPARTMENT

117 Macneil Street, San Fernando, CA 91340 | (818) 898-1222 | PublicWorks@sfcity.org

**COVID-19 OUTDOOR SERVICE
ENCROACHMENT PERMIT APPLICATION**

Permit Or Copy Must Be On Job Site At All Times

PERMIT NO.	DATE ISSUED
------------	-------------

APPLICANT INFORMATION

BUSINESS NAME		☐ OWNER ☐ CONTRACTOR
APPLICANT ADDRESS	CITY	
PHONE	EMAIL	
BUSINESS LICENSE NO.		

APPLICATION IS HEREBY MADE FOR THE FOLLOWING ENCROACHMENT PERMIT

☐ RESTAURANT/ DINING WILL ALCOHOL BE SERVED? ☐ YES ☐ NO	☐ BARBER/ HAIR SALON	☐ GYM/ FITNESS	☐ PERSONAL CARE TYPE OF SERVICE:	☐ PLACE OF WORSHIP	☐ OTHER PLEASE DESCRIBE:
ABC PERMIT NO. _____					

DESCRIPTION OF PROPOSED ENCROACHMENT AREA

LOCATION(S)

NO. OF DAYS	FROM	TO	NO. OF TABLES	NO. OF CHAIRS
MONDAY HOURS	TUESDAY HOURS	WEDNESDAY HOURS	THURSDAY HOURS	FRIDAY HOURS
SATURDAY HOURS	SUNDAY HOURS			

INSURANCE COMPANY (LIABILITY) <i>Must include City of San Fernando as Additional Insured</i>	POLICY NO.
INSURANCE COMPANY (WORKMAN'S COMP)	POLICY NO.

IN CONSIDERATION FOR ISSUANCE OF THIS PERMIT, APPLICANT AGREES TO HOLD THE CITY HARMLESS FROM ANY CLAIMS OR JUDGMENTS FOR DAMAGES OR OTHER RELIEF AGAINST THE CITY AS A RESULT OF ACTS OR OMISSIONS OF THE APPLICANT IN THE PERFORMANCE OF WORK RELATED TO THE ABOVE REFERENCED PERMITS WHETHER THE CONDITIONS GIVING RISE TO CLAIM OR JUDGMENT WAS CREATED IN WHOLE OR IN PART BY THE APPLICANT.

SPECIAL PROVISIONS

OWNER/CONTRACTOR IS RESPONSIBLE FOR RENEWAL OF PERMITS. FAILURE TO DO SO MAY RESULT IN CITATION.

APPLICANT SIGNATURE	DATE
---------------------	------

FOR OFFICE USE ONLY

REVIEWED BY ☐ PUBLIC WORKS ☐ PLANNING ☐ BUILDING & SAFETY	FINAL CLEARANCE DATE	CITY ENGINEER	DATE
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**COVID-19 OUTDOOR SERVICE
 ENCROACHMENT PERMIT APPLICATION**

SITE PLAN Draw a sketch of the area on which the proposed encroachment area will be located. Show the extent of the proposed outdoor dining area including the seating arraignment that will allow compliance with social distancing requirements, width of right-of-way, width of the clear path of travel, length of furniture (i.e., tables, chairs, stanchions), etc.

NO. OF TABLES

NO. OF CHAIRS

OTHER EQUIPMENT & QUANTITIES

APPROXIMATE SQUARE FOOTAGE OF OUTDOOR SERVICE AREA



CERIFICATION I hereby certify that the above diagram is true and correct.

APPLICANT SIGNATURE

DATE

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: J. Diego Ibañez, Director of Finance

Date: August 3, 2020

Subject: Consideration to Approve a Business License Permit for Recess Time Arcade

RECOMMENDATION:

It is recommended that the City Council approve a Business License Permit for Recess Time Arcade to conduct business as an Arcade at 120 N. Maclay Ave., Suite F pursuant to City Code Section 22-215.

BACKGROUND:

1. On June 24, 2020, the owner of Recess Time Arcade applied for a Commercial Business Occupancy Permit to operate an Arcade. The permit was approved by the Community Development Department on June 24, 2020.
2. On June 29, 2020, Recess Time Arcade submitted an application for a Business License Permit to operate an arcade at 120 N Maclay Ave., Suite F, which was forwarded for reviewed by the Police Department and Community Development Department to ensure the applicant met all related Municipal Code requirements.
3. On July 28, 2020, the Finance Department received notice from the Police Department and Community Department that the applicant met all relevant requirements.

ANALYSIS:

The San Fernando City Code, Chapter 22 Article III, Business License Permits, requires the owners of certain types of businesses in the City, including Arcades, to obtain a Business License Permit, which requires approval from the City Council, in addition to their regular Business License Certificate.

Consideration to Approve a Business License Permit for Recess Time ArcadePage 2 of 2

The business must file an application in writing with the City Council specifying by street and number the place where the business is proposed. Once approved, the permit is valid for the remaining portion of the calendar year or by shorter period of time as may be prescribed by any resolution of the City Council.

Prior to submission of the application to the City Council, the application was reviewed and approved by the Police Department and Community Development Department as it meets all existing Municipal Code requirements.

If the application is approved by City Council, it will expire on December 31, 2020. The applicant will be required to submit a renewal application as part of the 2021 Business License Permit renewal process.

Please Note: Pursuant to the current County of Los Angeles Department of Public Health – Health Officer Order, arcades are not allowed to be open to the public. Recess Time Arcade is aware of and agrees that this Business License Permit only allows the establishment to open to the public at such time as allowed by the current Health Officer Order.

BUDGET IMPACT:

The Business License Permit fees adopted by the City Council resolution cover all administrative costs associated with the City's review of the application.

CONCLUSION:

Staff recommends that City Council approve a Business License for Recess Time Arcade as it meets all the requirements for the Business License Permit, which will allow it to operate an arcade in the City.

ATTACHMENTS:

- A. Business License Permit Application and Approvals
- B. List of Businesses That Need a Business License Permit

ATTACHMENT "A"

THE CITY OF
SAN FERNANDO

OFFICE USE ONLY: PERMIT FEE \$

BUSINESS LICENSE PERMIT APPLICATION

Please print or type in black ink.

1. APPLICANT INFORMATION

NAME OF APPLICANT

Juan Rubalcava

HOME TELEPHONE NO.

HOME ADDRESS

CITY

SAN Fernando

STATE, ZIP CODE

CA, 91340

DRIVER'S LICENSE NO. & EXPIRATION DATE

SOCIAL SECURITY NO.

BIRTHPLACE

DATE OF BIRTH

HEIGHT

5'8

WEIGHT

220

GENDER

Male

HAIR COLOR

Brown

EYE COLOR

Brown

2. BUSINESS INFORMATION

NAME OF BUSINESS

Recess Time Arcade

BUSINESS TELEPHONE NO.

747-266-9915

BUSINESS ADDRESS

120 N MacLay Suite F

CITY

SAN Fernando

STATE, ZIP CODE

CA, 91340

3. TYPE OF ORGANIZATION☒ Individual☐ Partnership☐ Corporation**4. IF OTHER THAN INDIVIDUAL, LIST THE NAMES AND ADDRESSES OF ALL OFFICERS AND/OR PARTNERS**

NAME

ADDRESS

CITY

STATE, ZIP CODE

NAME

ADDRESS

CITY

STATE, ZIP CODE

NAME

ADDRESS

CITY

STATE, ZIP CODE

5. TYPE OF BUSINESS FOR WHICH BUSINESS IS REQUESTED

Arcade

6. ITEMS OF MERCHANDISE TO BE SOLD

NONE

7. SOURCE OF MERCHANDISE TO BE SOLD IF OTHER THAN NEW

NONE

8. IS THE BUSINESS FOR WHICH A PERMIT IS REQUESTED THE PRIMARY BUSINESS AT THESE PREMISES?☒ Yes ☐ No

IF NO, WHAT PERCENTAGE OF THE TOTAL WILL BE FROM THE BUSINESS COVERED BY THIS PERMIT?

9. WHAT IS THE PRIMARY BUSINESS AT THIS LOCATION?

Arcade

10. IS THIS A NEW BUSINESS AT THIS ADDRESS OR HAVE YOU PURCHASED AN EXISTING BUSINESS?☐ Yes ☒ No

IF YES, GIVE THE NAME OF THE PREVIOUS OWNER AND THE NAME OF THE BUSINESS.

THE CITY OF
SAN FERNANDO

BUSINESS LICENSE PERMIT APPLICATION

11. HAVE YOU ENGAGED IN THIS TYPE OF BUSINESS IN ANOTHER AREA?

☐ Yes ☒ No

IF YES, LIST THE BUSINESS NAMES, ADDRESSES AND YEARS

12. LIST THE NAMES AND ADDRESSES OF AT LEAST THREE REFERENCES NOT RELATED BY BLOOD OR MARRIAGE

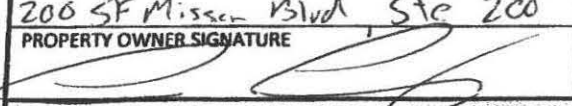
NAME	ADDRESS	CITY	STATE, ZIP CODE
Edward A. Kelly	13272 Kismet Ave	Sylmar	CA, 91342
Giovanni Licea	13886 Davenport	Pacoima	CA 91331
Ricardo Rivas Jr	Ducat. St	San Fernando	CA, 91340

13. HAVE YOU EVER BEEN ARRESTED AND CONVICTED FOR ANY OFFENSE OTHER THAN A TRAFFIC VIOLATION?

☐ Yes ☒ No

IF YES, LIST DATES, OFFENSES AND PLACES

14. PROPERTY OWNER INFORMATION

NAME	TELEPHONE NO.
El Rey Hotel, LLC	818-270-9090
ADDRESS	CITY
200 SF Mission Blvd, Ste 200	San Fernando
STATE, ZIP CODE	
CA, 91340	
PROPERTY OWNER SIGNATURE	NAME (PRINT)
	Aaron Aszkewicz
DATE	
6/26/20	

MANDATORY ATTACHMENTS

- ☐ Copy of applicant's valid driver's license
- ☐ Photograph of the applicant taken within 60 days immediately prior to the date of filing the application. Photograph must be at least 2" x 2" showing the head and shoulders of the applicant in a clear and distinguishing manner.

I DECLARE, UNDER PENALTY OF MAKING A FALSE STATEMENT, THAT THIS APPLICATION IS MADE BY ME, THAT I AM AUTHORIZED TO MAKE THIS APPLICATION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS A TRUE, CORRECT AND COMPLETE STATEMENT.

SIGNATURE OF PARTNER OR OFFICER	NAME (PRINT)	DATE
	Juan Rubal	6-29-20

Sandra Soto

From: Francisco Villalva
Sent: Tuesday, July 28, 2020 8:59 AM
To: Sandra Soto
Subject: RE:

Hello
Approved

Francisco Villalva
Building and Safety Supervisor



117 Macneil St | San Fernando, CA 91340
Tel (818)898-1231 | Fax (818) 898-7329
Fvillalva@sfcity.org | www.sfcity.org

From: Sandra Soto
Sent: Tuesday, July 28, 2020 8:59 AM
To: Francisco Villalva
Subject:

From: Sandra Soto
Sent: Monday, July 27, 2020 3:28 PM
To: Francisco Villalva; Gerardo Marquez; Anthony Vairo
Cc: Diego Ibanez
Subject:

 Good afternoon,

Please approve/disapprove the attached document by responding to this email.

This is a new business to occupy 120 N Maclay Ave, F to conduct an Arcade business.

Per Chapter 22 of the City Code, this type of business is regulated by the business license permitting process.

Any questions, please let me know.

Thank you,

Sandra Soto

Get [Outlook for iOS](#)

Sandra Soto

From: Anthony Vairo
Sent: Tuesday, July 28, 2020 8:57 AM
To: Sandra Soto; Francisco Villalva; Gerardo Marquez
Cc: Diego Ibanez
Subject: RE:

Approved.

Anthony Vairo*Chief of Police*



910 First Street | San Fernando, CA 91340

Tel (818) 898-1250 | Fax (818) 365-7764

avairo@sfcity.org | www.sfcity.org



From: Sandra Soto <[SSoto@sfcity.org](mailto:ssoto@sfcity.org)>
Sent: Monday, July 27, 2020 3:28 PM
To: Francisco Villalva <FVillalva@sfcity.org>; Gerardo Marquez <GMarquez@sfcity.org>; Anthony Vairo <AVairo@sfcity.org>
Cc: Diego Ibanez <DIbanez@sfcity.org>
Subject:

 Good afternoon,

Please approve/disapprove the attached document by responding to this email.

This is a new business to occupy 120 N Maclay Ave, F to conduct an Arcade business.

Per Chapter 22 of the City Code, this type of business is regulated by the business license permitting process.

Any questions, please let me know.

Thank you,

Sandra Soto

Get [Outlook for iOS](#)

Sandra Soto

From: Gerardo Marquez
Sent: Monday, July 27, 2020 5:36 PM
To: Sandra Soto; Francisco Villalva; Anthony Vairo
Cc: Diego Ibanez
Subject: RE:

Good evening,

Yes this business is an allowed use by right and has received planning occupancy approval.

Thank you,

Gerardo M. Marquez

Associate Planner

THE CITY OF
SAN FERNANDO

117 Macneil St | San Fernando, CA 91340

Tel (818) 837-1540 | Fax (818) 898-7329

GMarquez@sfcity.org | www.sfcity.org



From: Sandra Soto
Sent: Monday, July 27, 2020 3:28 PM
To: Francisco Villalva; Gerardo Marquez; Anthony Vairo
Cc: Diego Ibanez
Subject:

Good afternoon,

Please approve/disapprove the attached document by responding to this email.

This is a new business to occupy 120 N Maclay Ave, F to conduct an Arcade business.

Per Chapter 22 of the City Code, this type of business is regulated by the business license permitting process.

Any questions, please let me know.

Thank you,

Sandra Soto

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ATTACHMENT “B”

Sec. 22-215. - Fees.

(a)

Schedule. The city council shall not accept any application for any permit required to be obtained by this article or by any other ordinance or law or for the renewal of such permit, unless the application is accompanied by the fee prescribed in the following schedule:

Business or Activity for Which Permit is Required	Original Fee	Renewal Fee
Antique shop	\$ 50.00	\$ 10.00
Arcade	50.00	25.00
Auction (jewelry)	100.00	
Auctioneer	100.00	15.00
Auto rental	25.00	15.00
Auto reposessor:		
Owner	50.00	25.00
Employee	10.00	10.00
Auto wrecking	300.00	25.00
Bath	10.00	10.00
Bowling alley	25.00	10.00
Boxing (amateur) contest	25.00	25.00
Carnival	25.00	25.00
Closing-out sale	100.00	25.00
Dance, public (only one)	None	
Dancehall:		
Cafe, bar where liquor is sold	100.00	10.00
Public	50.00	10.00
Dancing academy	10.00	10.00
Dancing club	25.00	10.00
Escort bureau	100.00	50.00
Fire sale	100.00	25.00
Fireworks sale	25.00	25.00
Game, skill and chance	25.00	10.00
Handbill (as defined in section 6-31) distribution business	25.00	10.00

Junk and/or refuse collector	25.00	10.00
Junk dealer	50.00	10.00
Massage parlor	25.00	10.00
Merry-go-round	10.00	10.00
Pawnbroker	200.00	25.00
Pool room	25.00	10.00
Pool tables (two only), incidental to main business activity, per table	25.00	10.00
Private patrol	25.00	10.00
Secondhand dealer:		
Auto parts	50.00	10.00
Books	50.00	10.00
General	50.00	10.00
Jewelry	50.00	25.00
Used automobile vehicles	300.00	25.00
Shooting gallery	25.00	10.00
Show (in liquor establishment)	25.00	10.00
Skating rink	50.00	25.00
Street speaking	10.00	10.00
Swap meet operator	100.00	25.00
Tattooing and/or body piercing	50.00	25.00
Trailer camps	25.00	10.00
Applications for changing location of a business for which a permit has been granted	10.00	
Change of ownership to be applicable only when the new owner is already operating under a permit issued pursuant to this article	10.00	

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: August 3, 2020

Subject: A Public Hearing to Consider Adoption of a Resolution Authorizing the Placement of a Quarter-Cent Local Sales Tax Ballot Measure on the November 3, 2020 General Municipal Election, Introduction of an Ordinance to Levy Said Tax, Approval Setting Priorities for Filing Written Arguments and Rebuttals, and Directing the City Attorney to Prepare an Impartial Analysis

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing and pending public testimony;
- b. Adopt Resolution No. 8021 (Attachment "A"):
 - i. Calling and giving notice of a General Municipal Election to be held November 3, 2020 to submit to the voters a question relating to increase the Transaction and Use Tax in the City of San Fernando;
 - ii. Requesting consolidation of such election with the Statewide General Election to be held on the same day;
 - iii. Requesting the County of Los Angeles to provide specific election services; and
 - iv. Setting priorities for filing written arguments and rebuttals regarding City measures and directing the City Attorney to prepare an impartial analysis.
- c. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1698 Exhibit "A" attached to the Resolution (Attachment "A") "An Ordinance of the People of the City of San Fernando, California, increasing the City's existing general purpose half-cent (1/2%) transactions and use tax codified under Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code to a new increased rate of three-quarters of one percent (3/4%)." ; and
- d. Adopt Resolution No. 8022 (Attachment "B") appropriating \$7,500 in the Election Services Division to cover the estimated cost of the election.

NOTE: Placing a measure on the ballot requires 4/5ths affirmative vote by City Council.

Consideration to Adopt a Resolution Placing a Quarter-Cent Local Sales Tax Measure on the November 3, 2020 General Municipal Election and Introduction of an Ordinance to Levy Said TaxPage 2 of 6

BACKGROUND:

1. In Fiscal Year (FY) 2012-2013, the City declared a fiscal emergency and held a special election for the San Fernando electorate to decide on a temporary half cent (0.5 percent) Transaction and Use Tax (also referred to as a local Sales Tax).
2. On June 4, 2013, the "City Services Emergency Protection Measure" (Measure "A") was approved by 60% of voters. The Tax became effective on October 1, 2013 with a sunset date of October 1, 2020.
3. Each September, the City provides a Measure A Annual report in accordance with Measure A requirements. The reports are available on the City's website: www.sfcity.org/measure-a.
4. On November 6, 2018, the "San Fernando Preservation and Beautification Measure" was approved by 69% of voters to extend the half cent local Sales Tax indefinitely.
5. On November 18, 2019, City Council discussed placing a quarter-cent sales tax measure on the Special Election on March 3, 2020. However, the City would have had to declare a fiscal emergency to place a tax measure on a special election, so it was decided not to move forward at that time.
6. On February 3, 2020, the City Council received a presentation from Urban Futures, Inc., regarding the City's unfunded Pension and Retiree Health obligations with recommendations for funding those liabilities.
7. On February 18, 2020, the City hosted the first Measure A Town Hall Meeting to provide information to the community regarding the management and use of Measure A funds. The PowerPoint Presentation and full recording of the Town Hall are available on the City's website: www.sfcity.org/measure-a.
8. On June 15, 2020, the City Council approved the Fiscal Year 2020-2021 Adopted Budget that included a deficit of approximately \$800,000 in the General Fund as a result of the loss of revenue caused by economic restrictions imposed to slow the spread of COVID-19. Staff is currently working with labor unions to reduce that deficit through a retirement incentive.
9. On July 20, 2020, City Council discussed placing a quarter-cent sales tax measure on the General Election on November 3, 2020 and directed staff to return with the proper resolutions and ordinance required to place a tax measure on the ballot prior to the August 7, 2020 deadline to submit a tax measure to the County of Los Angeles.

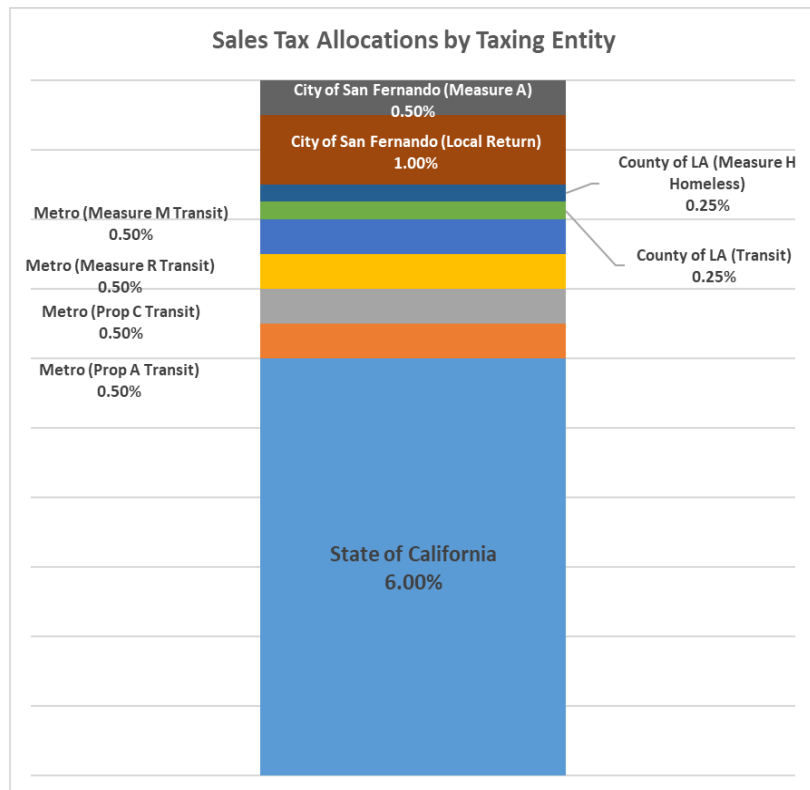
Consideration to Adopt a Resolution Placing a Quarter-Cent Local Sales Tax Measure on the November 3, 2020 General Municipal Election and Introduction of an Ordinance to Levy Said Tax

Page 3 of 6

ANALYSIS:

California Revenue and Taxation Code Section 7285.9 gives taxing entities in the state authority to enact local transactions and use taxes (sales taxes) for general purposes, subject to the approval of the majority of voters in the jurisdiction casting votes at a general election. The current minimum sales tax in Los Angeles County is 9.50%, which is inclusive of the state sales tax rate of 6.00%. A breakdown of the existing sales tax rate, by taxing entity, is provided in the illustration below:

A transactions and use tax is paid in addition to the existing sales tax and is collected at the same time and in much the same manner as sales tax. With the exception of those items that are exempted from the tax (e.g., most non-prepared food items and prescription medications are exempted from the tax), the tax applies to most over-the-counter sales of tangible goods and to restaurant sales. Under the Transactions and Use Tax law, the taxing entities may effectively add on to the County-wide sales tax in increments of a quarter percent; not-to-exceed 10.25%.



There are some differences from traditional sales taxes though. For larger purchases, such as appliances and furniture, the tax only applies if the item is delivered to a San Fernando address or picked up by the customer from a store located in San Fernando. For vehicle, trailer, and watercraft purchases, the additional tax applies only if the purchased vehicle, trailer, or watercraft is registered to a San Fernando address, regardless of whether it is purchased from a dealership located in or outside of the City.

San Fernando has a voter approved transaction and use tax of 0.50%. Consequently, the current cumulative sales tax rate in San Fernando is 10.00%.

As previously mentioned, the statutory maximum that can be levied is 10.25%. Since the City's rate is currently 10.00%, there is an additional quarter-percent (0.25%) that may be levied in San Fernando, subject to voter approval.

Consideration to Adopt a Resolution Placing a Quarter-Cent Local Sales Tax Measure on the November 3, 2020 General Municipal Election and Introduction of an Ordinance to Levy Said Tax

Page 4 of 6

However, if another taxing entity in the County receives voter approval prior to San Fernando, the additional quarter-percent would be allocated to that taxing entity.

In the recent past, a number of regional entities with taxing authority have considered sales tax measures to fund regional projects, including, but not limited to, the County of Los Angeles parks services, County of Los Angeles fire services, Air Quality Management District (AQMD), and Los Angeles County Metropolitan Transportation Authority (Metro). If such an additional sales tax is levied by a regional tax authority, a majority of the sales taxes paid by San Fernando businesses and residents would be spent in other areas of the County and not in San Fernando.

Additionally, if the City were to receive voter approval to keep the remaining 0.25% sales tax local, then San Fernando taxpayers would not be subject to future sales tax measures put forth by other taxing entities and will retain control of funding raised in the City.

The table below includes the sales tax rate for all cities, taxing agencies, and unincorporated areas of Los Angeles County as of July 1, 2020:¹

Tax Rate	# of Cities*	% of Total
9.50%	49	53%
10.00%	9	10%
10.25%	33	36%
**10.50%	1	1%
	92	

*Includes unincorporated Los Angeles County.

**Santa Fe Springs was allowed to exceed the maximum through special state legislation (SB 703).

As the table shows, 37% of cities in Los Angeles County have local sales tax rates higher than San Fernando. In total, 53% of cities have the minimum sales tax rate in Los Angeles County and 47% have a local sales tax rate that is higher than the County minimum. Additional detail on sales tax rates, by City, is included as Attachment "C."

Prior to the financial challenges posed by the COVID-19 economic restrictions, the City had a number of priorities to maintain financial sustainability and enhance community services, including, but not limited to: pre-funding retiree health benefits; enhancing public safety; increasing the miles of street and sidewalk repaired each year; trimming street and parkway trees more often; improving the conditions of City parks and park maintenance; adding new recreation programs; providing a more diverse offering of cultural events; and bolstering business investment and economic development efforts.

¹ Source: California Department of Tax and Fee Administration website: <https://www.cdtfa.ca.gov/taxes-and-fees/rates.aspx>; visited on 7/15/2020.

Consideration to Adopt a Resolution Placing a Quarter-Cent Local Sales Tax Measure on the November 3, 2020 General Municipal Election and Introduction of an Ordinance to Levy Said Tax

Page 5 of 6

Despite Measure A revenue and cost cutting measures implemented over the last seven years, the City did not have a consistent revenue stream to fund those financial sustainability and community service enhancement priorities. Consequently, the City Council had to consider which priorities to fund and which priorities would need to be delayed during the budget process each year.

Increasing the local sales tax by a quarter-cent to the maximum of 10.25% represents a relatively small impact to the consumer (it would cost an additional 25 cents on a \$100 taxable purchase) and ensure that sales tax revenue is kept local and provides a more consistent funding source to address community priorities and enhance City services.

Proposed Ballot Question.

Keep Sales Tax Revenues Local Measure. To ensure that the maximum of amount of sales tax revenues generated in San Fernando remain in San Fernando, and to increase funding for local business reinvestment; economic development; citywide Wi-Fi; public infrastructure; reduction of long-term debt; and other general municipal purposes, shall the existing transactions and use tax rate be increased by 1/4% to a new rate of 3/4% to raise approximately \$1,100,000 per year in additional revenues?	☐ YES
	☐ NO

Process to Place a Tax Measure on the Ballot at a Regular Election

In order to place a tax measure on the ballot at a regular general election (November of even years), the City Council must adopt a resolution, by 2/3rd's approval, calling an election on November 3, 2020, requesting the consolidation with the County election, approving the ballot question, setting the priority for selecting ballot arguments for or against, and directing the City Attorney to draft the impartial analysis prior to August 14, 2020. The City must also adopt an accompanying ordinance that, if approved by the voters in November 2020, would become law and effectuate the proposed tax.

The resolution calling the election must be transmitted to the County of Los Angeles Registrar/Recorder no later than August 7, 2020. Both of these actions may be taken at a Regular or Special meeting of the City Council.

Consideration to Adopt a Resolution Placing a Quarter-Cent Local Sales Tax Measure on the November 3, 2020 General Municipal Election and Introduction of an Ordinance to Levy Said TaxPage 6 of 6

BUDGET IMPACT:

According to the Los Angeles County Registrar-Recorder/County Clerk, the estimated cost to hold an election in November 2020 is approximately \$50,000; adding an additional Measure is approximately \$7,500.

A quarter percent (1/4%) local Sales Tax would generate an estimated \$1.1 million per year that would, among other things, be available to pre-fund retiree healthcare costs, reduce long-term liability, enhance City services, create business investment programs, bolster economic development efforts, and fund infrastructure improvements such as additional street/sidewalk reconstruction and/or citywide Wi-Fi.

CONCLUSION:

Staff recommends that the City Council discuss placing a 0.25% Sales Tax on the November 3, 2020 ballot to keep tax revenue local and enhance service to the community.

ATTACHMENTS:

- A. Resolution No. 8021 with Exhibit "A" (Ordinance No. 1698)
- B. Resolution No. 8022 (Budget Resolution)
- C. Sales Tax Rates in County of Los Angeles, by City

ATTACHMENT "A"

RESOLUTION NO. 8021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA (1) CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY OF SAN FERNANDO OF A PROPOSED ORDINANCE INCREASING THE CITY'S EXISTING GENERAL PURPOSE HALF-CENT TRANSACTIONS (SALES) AND USE TAX BY AN ADDITIONAL QUARTER-PERCENT (1/4%); (2) REQUESTING CONSOLIDATION OF SUCH ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DAY; (3) REQUESTING FULL ELECTION SERVICES FROM THE REGISTRAR-RECORDER/COUNTY CLERK FOR THE COUNTY OF LOS ANGELES TO CONDUCT SAID GENERAL MUNICIPAL ELECTION; AND (4) SETTING RULES AND DEADLINES FOR ARGUMENTS AND REBUTTALS FOR AND AGAINST THE ORDINANCE

WHEREAS, pursuant to Revenue and Taxation Code Section 7285.9 et seq., the City of San Fernando ("City") has the authority to collect a local transactions and use tax and to increase that transactions and use tax; and

WHEREAS, pursuant to Elections Code Section 9222, the San Fernando City Council ("City Council") has the authority to submit to the voters measures to be considered at a municipal election; and

WHEREAS, pursuant to Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code, the City currently levies a half-cent (\$0.005) or half-percent (1/2%) transactions and use tax, the proceeds of which are deposited into the general fund to pay for essential City services such as police and fire service; and street, sidewalk, park and other vital infrastructure maintenance; and

WHEREAS, the City Council now desires to submit to the voters an ordinance increasing the City's existing half-cent transactions and use tax by an additional quarter-percent (1/4%) such that the rate of the City's transactions and use tax would become Three-Quarters of One Percent (3/4%) ("Ordinance"); and

WHEREAS, on November 6, 1996, the voters of the State of California approved Proposition 218 (California Constitution, Article XIIC, Section 2(b)), an amendment to the State Constitution which requires that all general taxes which are imposed, extended or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election; and

RESO. NO. 8021

WHEREAS, the proposed Ordinance increasing the City's existing half-cent transactions and use tax by an additional quarter-percent (1/4%) is subject to Proposition 218; and

WHEREAS, the City Council also requests that the Los Angeles County Registrar-Recorder/County Clerk provide full election services to the City in order to conduct the General Municipal Election for the Ordinance described herein to be held on November 3, 2020; and

WHEREAS, the City Council also desires to establish deadlines and rules for the submission of written arguments and rebuttals for and against the Ordinance in accordance with applicable California Elections Code procedures; and

WHEREAS, the text of the Ordinance to be submitted to the voters is attached hereto as Exhibit "A," and incorporated herein by reference; and

WHEREAS, the election contest for the ballot measure contemplated under this Resolution shall be in addition to the election contests referenced by the City Council in prior Resolution No. 8010 approved July 6, 2020 which called the November 3, 2020 General Municipal Election for the election of various members to the City Council and for said election to be consolidated with the County-administered General Election of the same date; and

WHEREAS, pursuant to Revenue & Taxation Code Section 7285.9, the Ordinance proposing the transactions and use tax increase must be approved by 2/3 vote of all members of the City Council and the underlying tax increase is approved by a majority of votes cast at the City's General Municipal Election of November 3, 2020, which is to be consolidated with the County-administered General Election of the same date.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. Recitals. The City Council hereby finds and determines that the foregoing recitals are true and correct, are incorporated herein and by this reference made an operative part thereof.

SECTION 2. Submission of Ballot Measure. The City Council, pursuant to Elections Code Section 9222 hereby orders the Ordinance attached hereto as Exhibit "A" to be submitted to the qualified voters of the City at the General Municipal Election to be held on Tuesday, November 3, 2020, which is to be consolidated with the County-administered General Election of the same date. The proposed Ordinance shall be in the form attached hereto as Exhibit "A" to this Resolution and is incorporated by this reference as if fully set forth herein.

RESO. NO. 8021

SECTION 3. Ballot Measure. The City Council does hereby order that the Ordinance shall be presented and printed upon the ballot submitted to the qualified voters in the manner and form set forth herein. On the ballot to be submitted to the qualified voters at the General Municipal Election to be held on Tuesday, November 3, 2020, which is to be consolidated with the County-administered General Election of the same date, in addition to any other matters required by law, there shall be printed substantially the following:

Keep Sales Tax Revenues Local Measure. To ensure that the maximum of amount of sales tax revenues generated in San Fernando remain in San Fernando, and to increase funding for local business reinvestment; economic development; citywide Wi-Fi; public infrastructure; reduction of long-term debt; and other general municipal purposes, shall the existing transactions and use tax rate be increased by 1/4% to a new rate of 3/4% to raise approximately \$1,100,000 per year in additional revenues?	☐ YES
	☐ NO

The City Council further requests that the City be granted the letter designation “A” such that the Measure may be identified on the ballot as “Measure A”. If the letter designation “A” is unavailable, it is requested that the following alternative letter designations be given in order of preference: AA and SF

SECTION 4. Election Procedures.

- A. The ballots to be used at the election shall be in form and content as required by law.
- B. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of the City of San Fernando’s General Municipal Election for the Ordinance described herein, with the County-administered Statewide General Election of November 3, 2020.
- C. In accordance with Section 10002 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent to having the County of Los Angeles Registrar of Voters render full election services to the City of San Fernando as may be requested by the City Clerk of said City, the County of Los Angeles to be reimbursed in full for such services as are performed.

RESO. NO. 8021

- D. The full election services which the City of San Fernando requests the Registrar of Voters, or such other official as may be appropriate, to perform and which such officer is hereby authorized and directed to perform, if said Board of Supervisors consents, include: the preparation, printing and mailing of sample ballots and polling place cards; the establishment or appointment of precincts, polling places, and election officers, the preparation, printing, mailing and furnishing of vote-by-mail ballots, making such publications as are required by law in connection therewith; the furnishing of ballots, voting booths and other necessary supplies or materials for polling places; the canvassing of the returns of the election and the furnishing of the results of such canvassing to the City Clerk of the City of San Fernando; and the performance of such other election services as may be requested by the City Clerk.
- E. The City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar of Voters to procure and furnish any and all ballots, notices, printed matter and supplies, services, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.
- F. The polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls shall be closed, pursuant to Elections Code Section 10242, except as provided in Elections Code Section 14401.
- G. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for the holding of municipal elections in the City.
- H. Notice of the time, place, and holding of the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.
- I. All ballots shall be tallied at a central counting place and not at the precincts. Said central counting place shall be at a County center as designated by the Registrar of Voters.
- J. The County of Los Angeles Registrar of Voters Office is authorized to canvass the returns of the City of San Fernando General Municipal Election.
- K. The City Clerk shall receive the canvass from the County as it pertains to the election on the measure, and shall certify the results to the City Council, as required by law.
- L. The City of San Fernando General Municipal Election will be held and conducted in accordance with the provisions of law regulating the General Municipal Election, including without limitation, Elections Code Section 10418.

RESO. NO. 8021

SECTION 5. Arguments and Impartial Analysis.

- A. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the City measure, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and may change the argument until and including August 14, 2020 by 5:00 p.m., after which no arguments for or against the measure may be submitted to the City Clerk. Arguments in favor of or against the measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.
- B. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.
- C. Pursuant to Section 9280 of the Elections Code, the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the voter information guide along with the ballot measure as provided by law. The Impartial Analysis shall be filed by the deadline set for filing of primary arguments as set forth in subsection (A) above. The impartial analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: "The above statement is an impartial analysis of Ordinance or Measure. If you desire a copy of the ordinance or measure, please call the election official's office at (insert phone number) and a copy will be mailed at no cost to you."
- D. That the provisions of this Section 6 herein shall apply only to the election to be held on November 3, 2020, and shall then be repealed.

SECTION 6. Rebuttals.

- A. Pursuant to Section 9285 of the Elections Code of the State of California, when the Clerk has selected the arguments for and against the various City initiated measures which will be printed and distributed to the voters, the Clerk shall send copies of the argument in favor of the measures to the authors of the argument against, and copies of the argument against to the authors of the argument in favor.

RESO. NO. 8021

The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk not later than August 24, 2020 by 5:00 p.m. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

- B. That the provisions of this Section 6 herein shall apply only to the election to be held on November 3, 2020.

SECTION 7. Placement on the Ballot. The full text of the Ordinance shall not be printed in the voter information guide, and a statement shall be printed in the ballot pursuant to Section 9223 of the Elections Code advising voters that they may obtain a copy of this ordinance/measure at no cost, upon request made to the City Clerk.

SECTION 8. Delivery of Resolution to County. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions. The City Council directs the City Clerk to deliver copies of this Resolution, including the Ordinance measure attached hereto as Exhibit “A,” to the Clerk of the Board of Supervisors of Los Angeles County and to the Registrar of Voters of Los Angeles County.

SECTION 9. Public Examination. Pursuant to Elections Code Section 9295, this measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The Clerk shall post notice in the Clerk’s office of the specific dates that the examination period will run.

SECTION 10. CEQA. The City Council hereby finds and determines that the ballot measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines, section 15378(b)(5).

SECTION 11. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

RESO. NO. 8021

SECTION 12. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at its special meeting on this 3rd day of August, 2020.

Joel Fajardo, Mayor

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, City Attorney

RESO. NO. 8021

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8021 which was adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 3rd day of August, 2020, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of _____, 2020.

Julia Fritz, City Clerk

**RESO. NO. 8021
EXHIBIT "A"****ORDINANCE NO. 1698**

AN ORDINANCE OF THE PEOPLE OF THE CITY OF SAN FERNANDO, CALIFORNIA, INCREASING THE CITY'S EXISTING GENERAL PURPOSE HALF-PERCENT (1/2%) TRANSACTIONS AND USE TAX CODIFIED UNDER ARTICLE V (TRANSACTIONS AND USE TAX) OF CHAPTER 82 (TAXATION) OF THE SAN FERNANDO MUNICIPAL CODE TO A NEW INCREASED RATE OF THREE-QUARTERS OF ONE PERCENT (3/4%)

WHEREAS, in accordance with California Constitution Article XIIC Section 2(b), the City Council of the City of San Fernando ("City") by unanimous vote of its membership called a General Municipal Election held on November 3, 2020 so that qualified voters could consider whether to approve an ordinance increasing the City's existing general purpose half-cent transactions and use tax by an additional quarter-percent such that the new tax rate would be three-quarters of one percent (3/4%); and

WHEREAS, the transactions and use tax measure was presented to the voters at the November 3, 2020 General Municipal Election at which the measure received a majority of the votes cast; and

WHEREAS, the City offers retiree medical benefits to employees hired by the City prior to July 1, 2015 and retiring from the City; and

WHEREAS, the City's reserves fell from \$7.1 million in 2006 to negative (\$5.7 million) in 2014; and

WHEREAS, in June 2015, the Government Accounting Standards Board issued Statement No. 75 (GASB 75), requiring governments providing postemployment benefits other than pensions (e.g., retiree health benefits) comprehensively measure the cost of those benefits and recognize long-term cost of those obligations as a liability; and

WHEREAS, pursuant to GASB 75, the City prepared an actuarial report measuring the cost of retiree medical benefits; and

WHEREAS, beginning with the fiscal year ending June 30, 2018, the City was required to report the total retiree medical liability on the Comprehensive Annual Financial Report (CAFR); and

WHEREAS, the total unfunded retiree medical benefit unfunded liability is \$42.8 million dollars; and

RESO NO. 8021

ORD. NO. 1698

WHEREAS, as of June 30, 2018, the net position of the governmental fund, which presents information on all of the City's assets, including capital assets, and all related current liabilities and long-term obligations, was negative (\$6,227,511), due primarily to the retiree medical liability. The current annual "pay-as-you-go" retiree health cost is approximately \$1 million per year, which is paid directly from the general fund; and

WHEREAS, annual "pay-as-you-go" costs are projected to increase to approximately \$3 million per year in 2044; and

WHEREAS, according to the most recent actuarial valuation, the City should be setting aside an additional \$2 million per year to fully fund future retiree health benefits; and

WHEREAS, the City does not currently have a revenue source to fund this obligation, which means that it will need to be funded using general fund revenues; and

WHEREAS, pursuant to Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code, the City currently levies a half-cent (\$0.005) or half-percent (1/2%) transactions and use tax, the proceeds of which are deposited into the general fund and may be used for any governmental purpose; and

WHEREAS, pursuant to Revenue and Taxation Code Section 7285.9 et seq., the City has the authority to collect a local transactions and use tax and to increase that transactions and use tax; and

WHEREAS, pursuant to Revenue & Taxation Code Section 7285.9, this Ordinance was approved by at least a 2/3 vote of all members of the City Council and the underlying tax increase was approved by a majority of votes cast at the City's General Municipal Election of November 3, 2020 by a margin of _____% "Yes" and _____% "No".

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SAN FERNANDO DO ORDAIN AS FOLLOWS:

SECTION 1. The foregoing Recitals are true and correct.

SECTION 2. All references to the terms "*state board of equalization*" or "*board of equalization*" as may be set forth under Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code are hereby replaced with the term "*California Department of Tax and Fee Administration*" to reflect changes in State law.

SECTION 3. Section 82-123 (Transactions tax rate) of Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code is hereby amended in its entirety to now state the following:

RESO NO. 8021

ORD. NO. 1698

Sec. 82-123. - Transactions tax rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the city at the rate of 0.75 percent of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this article.

SECTION 4. Section 82-125 (Use tax rate) of Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal is hereby amended in its entirety to now state the following:

SECTION 5.***Sec. 82-125. - Use tax rate.***

An excise tax is hereby imposed on the storage, use or other consumption in the city of tangible personal property purchased from any retailer on and after the operative date of this article for storage, use or other consumption in said territory at the rate of 0.75 percent of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

SECTION 6. Section 82-127 (Limitations on adoption of state law and collection of use of taxes) is hereby amended in its entirety to now state the following:

Sec. 82-127. – Limitations on adoption of state law and collection of use taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

(1) *Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:*

a. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

b. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

c. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

RESO NO. 8021

ORD. NO. 1698

1. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

2. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

d. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

(2) The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

a. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

SECTION 7. The City Council is authorized to make subsequent amendments to the text of Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code to reflect changes in terminology or definitions that may be established by the California Department of Tax and Fee Administration for purposes of administering and collecting the tax contemplated under this Ordinance or other amendments to State law, provided that no such amendments shall operate to increase the rate of the tax rate established under this Ordinance without first obtaining approval of San Fernando voters at a municipal election.

SECTION 8. **Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

RESO NO. 8021

ORD. NO. 1698

SECTION 9. CEQA. This Ordinance and the contemplated increase of the transactions and use tax referenced herein is not a “project” within the meaning of the California Environmental Quality Action codified at 21000 et seq. of the California Public Resources Code (“CEQA”) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment nor does it involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

SECTION 10. Effective Date. This Ordinance shall become effective immediately upon the following conditions: (i) approval of the ballot measure for the approval of this Ordinance by a majority of the voters casting votes at the General Municipal Election; (ii) certification of all votes cast by the City Council confirming that a majority of voters have approved this Ordinance; and (iii) confirmation and approval of this Ordinance by the City Council upon certification of the election results.

SECTION 11. Execution. The Mayor shall sign this Ordinance and the City Clerk shall attest and certify to the approval thereof and cause same to be published at least once in a weekly newspaper of general circulation, published in the City of San Fernando, which newspaper is hereby designated for that purpose (Government Code Section 40806). This Ordinance shall only be in effect following the approval of a majority of the voters at an election on November 3, 2020, as certified by the election official.

PASSED, APPROVED, AND ADOPTED this __ day of _____ 20__.

Joel Fajardo, Mayor

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, City Attorney

RESO NO. 8021

ORD. NO. 1698

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SAN FERNANDO)

I, Julia Fritz, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance No. 1698 was passed and adopted by the City Council of the City of San Fernando, signed by the Mayor and attested by the City Clerk at the regular meeting of said Council held on the ____ day of _____, 2020 and that said Ordinance was adopted by the following votes, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITTNES WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this ____ day of _____, 2020.

Julia Fritz, City Clerk

ATTACHMENT “B”**RESOLUTION NO. 8022****A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SAN FERNANDO, CALIFORNIA, AMENDING THE
BUDGET FOR THE FISCAL YEAR 2020-2021 ADOPTED
ON JUNE 15, 2020**

WHEREAS, the City of Council adopted the budget for Fiscal Year 2020-2021, commencing July 1, 2020 and ending June 30, 2021, on June 15, 2020; and

WHEREAS, the City Council has determined that it is necessary to amend the expenditures of the current City budget to cover the estimated cost of a General Municipal Election to be held November 3, 2020 to submit to the voters a question relating to increase the Transaction and Use Tax in the City of San Fernando; and

WHEREAS, the annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021 is on file in the City Clerk’s Office.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

Section 1. The following adjustments are made to the City Budget:

GENERAL FUND: City Clerk Election Division (116):

Increase in Expenditures	
001-116-0000-4260	\$7,500

PASSED, APPROVED, AND ADOPTED this 3rd day of August, 2020.

Joel Fajardo, Mayor

ATTEST:

Julia Fritz, City Clerk

RES. NO. 8022

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8022 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 3rd day of August, 2020, by the following vote of the City Council:

AYES:**NAYS:****ABSENT:****ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this ____ day of _____, 2020.

Julia Fritz, City Clerk

ATTACHMENT "C"**SALES TAX RATES IN COUNTY OF LOS ANGELES, BY CITY**

Location	Rate	County
Agoura Hills*	9.50%	Los Angeles
Alhambra*	10.25%	Los Angeles
Arcadia*	10.25%	Los Angeles
Artesia*	9.50%	Los Angeles
Avalon*	10.00%	Los Angeles
Azusa*	10.25%	Los Angeles
Baldwin Park*	9.50%	Los Angeles
Bell Gardens*	9.50%	Los Angeles
Bell*	9.50%	Los Angeles
Bellflower*	9.50%	Los Angeles
Beverly Hills*	9.50%	Los Angeles
Bradbury*	9.50%	Los Angeles
Burbank*	10.25%	Los Angeles
Calabasas*	9.50%	Los Angeles
Carson*	9.50%	Los Angeles
Cerritos*	9.50%	Los Angeles
City of Commerce*	10.00%	Los Angeles
City of Industry*	9.50%	Los Angeles
Claremont*	9.50%	Los Angeles
Commerce*	10.00%	Los Angeles
Compton*	10.25%	Los Angeles
Covina*	10.25%	Los Angeles
Cudahy*	10.25%	Los Angeles
Culver City*	10.25%	Los Angeles
Diamond Bar*	9.50%	Los Angeles
Downey*	10.00%	Los Angeles
Duarte*	10.25%	Los Angeles
El Monte*	10.00%	Los Angeles
El Segundo*	9.50%	Los Angeles
Gardena*	10.25%	Los Angeles
Glendale*	10.25%	Los Angeles
Glendora*	10.25%	Los Angeles
Hawaiian Gardens*	9.50%	Los Angeles
Hawthorne*	10.25%	Los Angeles
Hermosa Beach*	9.50%	Los Angeles
Hidden Hills*	9.50%	Los Angeles
Huntington Park*	10.25%	Los Angeles
Industry*	9.50%	Los Angeles
Inglewood*	10.00%	Los Angeles
Irwindale*	10.25%	Los Angeles
La Canada- Flintridge*	9.50%	Los Angeles
La Habra Heights*	9.50%	Los Angeles
La Mirada*	9.50%	Los Angeles
La Puente*	10.00%	Los Angeles
La Verne*	10.25%	Los Angeles
Lakewood*	10.25%	Los Angeles
Lancaster*	9.50%	Los Angeles

Location	Rate	County
Lawndale*	10.25%	Los Angeles
Lomita*	9.50%	Los Angeles
Long Beach*	10.25%	Los Angeles
Los Angeles*	9.50%	Los Angeles
Lynwood*	10.25%	Los Angeles
Malibu*	9.50%	Los Angeles
Manhattan Beach*	9.50%	Los Angeles
Maywood*	9.50%	Los Angeles
Monrovia*	10.25%	Los Angeles
Montebello*	10.25%	Los Angeles
Monterey Park*	9.50%	Los Angeles
Norwalk*	10.25%	Los Angeles
Palmdale*	9.50%	Los Angeles
Palos Verdes Estates*	9.50%	Los Angeles
Paramount*	10.25%	Los Angeles
Pasadena*	10.25%	Los Angeles
Pico Rivera*	10.25%	Los Angeles
Pomona*	10.25%	Los Angeles
Rancho Palos Verdes*	9.50%	Los Angeles
Redondo Beach*	9.50%	Los Angeles
Rolling Hills Estates*	9.50%	Los Angeles
Rolling Hills*	9.50%	Los Angeles
Rosemead*	9.50%	Los Angeles
San Dimas*	9.50%	Los Angeles
San Fernando*	10.00%	Los Angeles
San Gabriel*	10.25%	Los Angeles
San Marino*	9.50%	Los Angeles
Santa Clarita*	9.50%	Los Angeles
Santa Fe Springs*	10.50%	Los Angeles
Santa Monica*	10.25%	Los Angeles
Sierra Madre*	10.25%	Los Angeles
Signal Hill*	9.50%	Los Angeles
South El Monte*	10.00%	Los Angeles
South Gate*	10.25%	Los Angeles
South Pasadena*	10.25%	Los Angeles
Temple City*	9.50%	Los Angeles
Torrance*	9.50%	Los Angeles
Unincorporated Los Angeles County	9.50%	Los Angeles
Vernon*	9.50%	Los Angeles
View Park*	9.50%	Los Angeles
Walnut*	9.50%	Los Angeles
West Covina*	9.50%	Los Angeles
West Hollywood*	9.50%	Los Angeles
Westlake Village*	9.50%	Los Angeles
Whittier*	10.25%	Los Angeles

* next to city indicates incorporated city

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: August 3, 2020

Subject: A Public Hearing to Consider Adoption of a Resolution Authorizing the Placement of a Ten Percent Transient Occupancy Tax (TOT) Ballot Measure on the November 3, 2020 General Municipal Election, Introduction of an Ordinance to Levy Said Tax, Approve Setting Priorities for Filing Written Arguments and Rebuttals, and Directing the City Attorney to Prepare an Impartial Analysis

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing and pending public testimony;
- b. Adopt Resolution No. 8019 (Attachment "A"):
 - i. Calling and giving notice of a General Municipal Election to be held November 3, 2020 to submit to the voters a question relating to establishing a Transient Occupancy Tax on Hotel and Vacation Rental Occupancies within the City of San Fernando;
 - ii. Requesting consolidation of such election with the General Municipal Election to be held on the same day;
 - iii. Requesting the County of Los Angeles to provide specific election services; and
 - iv. Setting priorities for filing written arguments and rebuttals regarding City measures and directing the City Attorney to prepare an impartial analysis;
- c. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1697 (Exhibit "A" of the Resolution (Attachment "A") "An Ordinance of the People of the City of San Fernando, California, Establishing a Ten Percent (10%) Transient Occupancy Tax on Hotel and Vacation Rental Occupancies within the City of San Fernando."; and
- d. Adopt Resolution No. 8020 (Attachment "B") appropriating \$7,500 in the Election Services Division to cover the estimated cost of the election.

NOTE: Placing a measure on the ballot requires 4/5ths affirmative vote by City Council.

A Public Hearing to Consider Adoption of a Resolution Authorizing the Placement of a Ten Percent Transient Occupancy Tax (TOT) Ballot Measure on the November 3, 2020 General Municipal Election, Introduction of an Ordinance to Levy Said Tax, Approve Setting Priorities for Filing Written Arguments and Rebuttals, and Directing the City Attorney to Prepare an Impartial Analysis

Page 2 of 4

BACKGROUND:

1. On June 15, 2020, the City Council approved the Fiscal Year 2020-2021 Adopted Budget that included a deficit of approximately \$800,000 in the General Fund as a result of the loss of revenue caused by economic restrictions imposed to slow the spread of COVID-19. Staff is currently working with labor unions to reduce that deficit through a retirement incentive.
2. On July 20, 2020, the City Council discussed placing a Transient Occupancy Tax measure on the General Election on November 3, 2020 and directed staff to return with the proper resolutions and ordinance required to place a tax measure on the ballot and hold a Special City Council meeting on July 27, 2020 to consider such items.

ANALYSIS:

California Revenue and Taxation Code Section 7280 authorizes cities to levy a transient occupancy tax on transient guests for the privilege of occupying a hotel. A Transient Occupancy Tax (TOT), commonly known as a “bed tax,” is a tax levied as a percentage rent charged to transient guests in hotels, motels, and properties rented through home sharing services like Airbnb.

The purpose of a TOT is to charge transients (i.e., visitors) their fair share for such services as road maintenance, park and facility maintenance, and police and fire safety while they are staying in the City. Therefore, the tax constitutes a debt owed by the transient to the City and is extinguished only by payment to the operator (e.g., property owner, lease agent, hotel operator, etc.) at the time the rent is paid. The operator is then responsible for remitting the collected amount to the City. TOT ordinances often provide the City with the right to audit an operator to ensure TOT is being correctly applied and collected from the transient and the proper amount is being remit to the City.

There is no cap on the tax rate for a TOT under State law; however, any new or increased TOT requires voter approval under Proposition 218. For a TOT structured as a general tax (i.e., a tax imposed for general government purposes), a simple majority (50% plus one vote) approval is required. These taxes vary widely by jurisdiction, but commonly range from 10% to 14%.

A Public Hearing to Consider Adoption of a Resolution Authorizing the Placement of a Ten Percent Transient Occupancy Tax (TOT) Ballot Measure on the November 3, 2020 General Municipal Election, Introduction of an Ordinance to Levy Said Tax, Approve Setting Priorities for Filing Written Arguments and Rebuttals, and Directing the City Attorney to Prepare an Impartial Analysis

Page 3 of 4

The table below identifies TOT rates in surrounding cities:

City	Rate
Burbank	10.00%
Glendale	12.00%
Los Angeles	14.00%
LA County (Unincorp.)	12.00%
Pasadena	12.11%
Santa Clarita	10.00%
Simi Valley	10.00%
West Hollywood	12.50%

Average 11.58%

Median 12.00%

Mode 10.00%

As of 7/21/2020.

If approved by the voters, the TOT would be applied to all charges for any “transient occupancy” (guest stay) lasting 30 consecutive days or less in a San Fernando hotel. Hotels that operate in San Fernando would be required to collect TOT tax from the “transient” (guest) as part of the bill and remit that tax directly to the City with a tax return for verification purposes. Given recent legal developments with Internet bookings and the “sharing economy,” the proposed ballot measure also includes modern terminology to ensure that the TOT is fully and fairly applied to all “transient occupancies,” whether they are booked directly with the hotel, through an online travel company (OTC), or through Airbnb, VRBO and other short-term rental websites.

There are currently no hotel properties in the City and a limited number of residential properties being offered through services such as Airbnb, VRBO, or Expedia. Consequently, the amount of revenue to be generated from TOT currently is negligible. However, if there is a future hotel development and as the popularity of vacation rental or home sharing services increases, a TOT could generate significant revenue in the future.

Proposed Ballot Question.

San Fernando Transient Occupancy (“Hotel”) Tax Measure. To maintain and improve general City services, such as police service levels, street operations and maintenance, as well as parks, community buildings and infrastructure; shall the City of San Fernando adopt an ordinance establishing a 10% Transient Occupancy (“Hotel”) Tax generating approximately \$5,000 annually until ended by voters?”	☐ YES
	☐ NO

A Public Hearing to Consider Adoption of a Resolution Authorizing the Placement of a Ten Percent Transient Occupancy Tax (TOT) Ballot Measure on the November 3, 2020 General Municipal Election, Introduction of an Ordinance to Levy Said Tax, Approve Setting Priorities for Filing Written Arguments and Rebuttals, and Directing the City Attorney to Prepare an Impartial Analysis

Page 4 of 4

Process to Place a Tax Measure on the Ballot at a Regular Election.

In order to place a tax measure on the ballot at a regular general election (November of even years), the City Council must adopt a resolution, by 2/3rds approval, calling an election on November 3, 2020, requesting the consolidation with the County election, approving the ballot question, setting the priority for selecting ballot arguments for or against, and directing the City Attorney to draft the impartial analysis prior to August 14, 2020. The City must also adopt an accompanying ordinance that, if approved by the voters in November 2020, would become law and effectuate the proposed tax.

The resolution calling the election must be transmitted to the County of Los Angeles Registrar/Recorder no later than August 7, 2020. Both of these actions may be taken at a Regular or Special meeting of the City Council.

BUDGET IMPACT:

According to the Los Angeles County Registrar-Recorder/County Clerk, the estimated cost to hold an election in November 2020 is approximately \$50,000; adding an additional Measure is approximately \$7,500. The immediate impact of a ten-percent (10%) TOT would be minimal (estimated to be less than \$2,500/year) in the short-term. If a future hotel or other short-term lease housing development is built in the City, a TOT has the potential to generate significant revenue that would, among other things, be available to pre-fund retiree healthcare costs, reduce long-term liability and fund City service enhancements.

CONCLUSION:

Staff recommends that the City Council discuss placing a 10% Transient Occupancy Tax measure on the November 3, 2020 ballot to keep tax revenue local, and provide direction as appropriate.

ATTACHMENTS:

- A. Resolution No. 8019 with Exhibit "A" (Ordinance No. 1697)
- B. Resolution No. 8020 (Budget)

ATTACHMENT “A”**RESOLUTION NO. 8019**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA: (I) CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD NOVEMBER 3, 2020 TO SUBMIT TO SAN FERNANDO VOTERS A PROPOSED TRANSIENT OCCUPANCY TAX OF TEN PERCENT (10%); (II) REQUESTING CONSOLIDATION OF SUCH ELECTION WITH THE COUNTY-ADMINISTERED GENERAL ELECTION TO BE HELD ON THE SAME DAY; (III) REQUESTING THE BOARD OF SUPERVISORS AUTHORIZE THE REGISTRAR-RECORDER/COUNTY CLERK FOR THE COUNTY OF LOS ANGELES TO PERFORM ELECTION SERVICES; (IV) SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND REBUTTALS REGARDING CITY MEASURES AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS

WHEREAS, the City Council of the City of San Fernando (“City Council”) desires to submit to the voters at a November 3, 2020 consolidated General Municipal Election a ballot question seeking voter authorization to establish a Transient Occupancy Tax (“TOT”); and

WHEREAS, the TOT would be a consistent and reliable source of supplemental funding for the General Fund for general city services, pursuant to California Constitution Article XIIC, Section 2, Government Code Sections 53723 and 53724, Elections Code Section 9222, California Revenue and Taxation Code 7280, and the Municipal Code of the City of San Fernando; and

WHEREAS, proceeds of the proposed increased TOT will be deposited into the City’s General Fund and will be used to fund vital services, including but not limited to construction of the community pool, police, street repair, park maintenance and community programs; and

WHEREAS, on November 6, 1996, the voters of the State of California approved Proposition 218 (California Constitution, Article XIIC, Section 2(b)), an amendment to the State Constitution which requires that all general taxes which are imposed, extended or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election; and

WHEREAS, the proposed Ordinance establishing a Transient Occupancy Tax rate of ten-percent (10%) is subject to Proposition 218; and

WHEREAS, the City Council also requests that the Los Angeles County Registrar-Recorder/County Clerk provide full election services to the City in order to conduct the General Municipal Election for the Ordinance described herein to be held on November 3, 2020; and

RES. NO. 8019

WHEREAS, the City Council also desires to establish deadlines and rules for the submission of written arguments and rebuttals for and against the Ordinance in accordance with applicable California Elections Code procedures; and

WHEREAS, the text of the Ordinance to be submitted to the voters is attached hereto as Exhibit “A,” and incorporated herein by reference; and

WHEREAS, the election contest for the ballot measure contemplated under this Resolution shall be in addition to the election contests referenced by the City Council in prior Resolution No. 8010 approved July 6, 2020 which called the November 3, 2020 General Municipal Election for the election of various members to the City Council and for said election to be consolidated with the County-administered General Election of the same date; and

WHEREAS, pursuant to Revenue & Taxation Code Section 7285.9, the Ordinance proposing the transactions and use tax increase must be approved by 2/3 vote of all members of the City Council and the underlying tax increase is approved by a majority of votes cast at the City’s General Municipal Election of November 3, 2020, which is to be consolidated with the County-administered General Election of the same date.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. All of the recitals set forth above are true and correct to the best of the City Council’s knowledge and by this reference, are incorporated herein.

SECTION 2. The TOT, which will only be imposed on the occupants of hotels and similar structures occupied by transients, as defined in the Code, will help pay for the ever increasing cost of providing vital and essential services to its citizens, such as police, street repair, park maintenance and community programs.

SECTION 3. Pursuant to the requirements of the laws of the State of California relating to general law cities and Elections Code Section 9222 and 12001, the City Council hereby orders and calls a General Municipal Election to be held in the City of San Fernando, California on Tuesday, November 3, 2020, to be consolidated with the County-administered General Election to be held on the same day, for the purpose of submitting to the qualified electors a measure (hereinafter, the “Measure”) establishing the City of San Fernando’s transient occupancy tax in the manner more particular described in the Ordinance attached to this Resolution as Exhibit “A”.

RES. NO. 8019

The ballot question for the approval of the Measure shall be stated as follows:

San Fernando Transient Occupancy (“Hotel”) Tax Measure. To maintain and improve general City services, such as police service levels, street operations and maintenance, as well as parks, community buildings and infrastructure; shall the City of San Fernando adopt an ordinance establishing a 10% Transient Occupancy (“Hotel”) Tax generating approximately \$5,000 annually until ended by voters?”	☐ YES
	☐ NO

The City Council further requests that the City be granted the letter designation “T” such that the Measure may be identified on the ballot as “Measure T”. If the letter designation “T” is unavailable, it is requested that the following alternative letter designations be given in order of preference: “TT” or “TO”.

SECTION 4. Election Procedures.

- A. The ballots to be used at the election shall be in form and content as required by law.
- B. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of the City of San Fernando’s Municipal Election for the Ordinance described herein, with the County-administered General Election of November 3, 2020.
- C. In accordance with Section 10002 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent to having the County of Los Angeles Registrar of Voters render full election services to the City of San Fernando as may be requested by the City Clerk of said City, the County of Los Angeles to be reimbursed in full for such services as are performed.
- D. The full election services which the City of San Fernando requests the Registrar of Voters, or such other official as may be appropriate, to perform and which such officer is hereby authorized and directed to perform, if said Board of Supervisors consents, include: the preparation, printing and mailing of sample ballots and polling place cards; the establishment or appointment of precincts, polling places, and election officers, the preparation, printing, mailing and furnishing of vote-by-mail ballots, making such publications as are required by law in connection therewith; the furnishing of ballots, voting booths and other necessary supplies or materials for polling places; the canvassing of the returns of the election and the furnishing of the results of such canvassing to the City Clerk of the City of San Fernando; and the performance of such other election services as may be requested by the City Clerk.

RES. NO. 8019

- E. The City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar of Voters to procure and furnish any and all ballots, notices, printed matter and supplies, services, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.
- F. The polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls shall be closed, pursuant to Elections Code Section 10242, except as provided in Elections Code Section 14401.
- G. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for the holding of municipal elections in the City.
- H. Notice of the time, place, and holding of the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.
- I. All ballots shall be tallied at a central counting place and not at the precincts. Said central counting place shall be at a County center as designated by the Registrar of Voters.
- J. The County of Los Angeles Registrar of Voters Office is authorized to canvass the returns of the City of San Fernando's Municipal Election.
- K. The City Clerk shall receive the canvass from the County as it pertains to the election on the measure, and shall certify the results to the City Council, as required by law.
- L. The City of San Fernando's Municipal Election will be held and conducted in accordance with the provisions of law regulating the General Municipal Election, including without limitation, Elections Code Section 10418.

SECTION 5. Arguments and Impartial Analysis.

- A. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the City measure, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and may change the argument until and including August 14, 2020 by 5:00 p.m., after which no arguments for or against the measure may be submitted to the City Clerk. Arguments in favor of or against the measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

RES. NO. 8019

- B. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.
- C. Pursuant to Section 9280 of the Elections Code, the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the voter information guide along with the ballot measure as provided by law. The Impartial Analysis shall be filed by the deadline set for filing of primary arguments as set forth in subsection (A) above. The impartial analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: "The above statement is an impartial analysis of Ordinance or Measure. If you desire a copy of the ordinance or measure, please call the election official's office at (insert phone number) and a copy will be mailed at no cost to you."
- D. That the provisions of this Section 6 herein shall apply only to the election to be held on November 3, 2020, and shall then be repealed.

SECTION 6. Rebuttals.

- A. Pursuant to Section 9285 of the Elections Code of the State of California, when the Clerk has selected the arguments for and against the various City initiated measures which will be printed and distributed to the voters, the Clerk shall send copies of the argument in favor of the measures to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk not later than August 24, 2020 by 5:00 p.m. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.
- B. That the provisions of this Section 6 herein shall apply only to the election to be held on November 3, 2020.

SECTION 7. Placement on the Ballot. The full text of the Ordinance shall not be printed in the voter information guide, and a statement shall be printed in the ballot pursuant to Section 9223 of the Elections Code advising voters that they may obtain a copy of this ordinance/measure at no cost, upon request made to the City Clerk.

RES. NO. 8019

SECTION 8. Delivery of Resolution to County. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions. The City Council directs the City Clerk to deliver copies of this Resolution, including the ordinance/measure attached hereto as Exhibit “A,” to the Clerk of the Board of Supervisors of Los Angeles County and to the Registrar of Voters of Los Angeles County.

SECTION 9. Public Examination. Pursuant to Elections Code Section 9295, this measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The Clerk shall post notice in the Clerk’s office of the specific dates that the examination period will run.

SECTION 10. CEQA. The City Council hereby finds and determines that the ballot measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines, section 15378(b)(5).

SECTION 11. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 12. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this 3rd day of August, 2020.

Joel Fajardo, Mayor

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, City Attorney

RES. NO. 8019

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8019 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 3rd day of August, 2020, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of _____, 2020.

Julia Fritz, City Clerk

**RESO. NO. 8019
EXHIBIT "A"****ORDINANCE NO. 1697****AN ORDINANCE OF THE PEOPLE OF THE CITY OF SAN FERNANDO, CALIFORNIA, ESTABLISHING A TEN PERCENT (10%) TRANSIENT OCCUPANCY TAX ON HOTEL AND VACATION RENTAL OCCUPANCIES WITHIN THE CITY OF SAN FERNANDO**

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SAN FERNANDO, CALIFORNIA, DO ORDAIN AS FOLLOWS:

SECTION 1. The San Fernando Municipal Code is hereby amended by the creation of a new Division 9 (Transient Occupancy Tax) to Article VI (Finance) of Chapter 2 (Administration) of the San Fernando Municipal Code which shall state the following:

CHAPTER TWO: ADMINISTRATION**ARTICLE VI. FINANCE*****DIVISION 9: Transient Occupancy Tax******Sec. 2-907 Purpose and short title.***

This article is enacted for the purpose of providing revenue for the City. This article shall be known as the City of San Fernando's ("City") Transient Occupancy Tax Ordinance.

Sec. 2-908 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *Hotel means any structure, or any portion of any structure, in the City, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other similar structure or portion thereof, even is such structure is also used for other purposes, including residential purposes.*

(b) *Occupancy means the use or possession, or the right to the use or possession of any room or rooms, or portion thereof, in any hotel for dwelling, lodging or sleeping purposes, whether or not the person entitled to the use or possession actually uses or possesses such room or rooms or portion thereof. The*

RESO. NO. 8019

ORD. NO. 1697

use or possession or right to use or possess any room or any suite of connecting rooms as office space, banquet or private dining rooms, or as exhibition, sample or display space shall not be considered "occupancy" unless the person uses or possesses, or has the right to use or possess all or any portion of such room or suite of rooms for dwelling, lodging or sleeping purposes.

(c) *Online Short-Term Rental Company shall mean any person, whether operating for profit or not for profit, which facilitates the connection between transient and operator to purchase occupancy in any hotel via the Internet, or by similar electronic means.*

(d) *Online Travel Company shall mean any person, whether operating for profit or not for profit, which enables transients to purchase occupancy in a hotel via the Internet, or by similar electronic means.*

(e) *Operator means a person who is the proprietor of the hotel, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, seller, reseller, or any other capacity. Where the operator performs his functions through a managing agent or booking agent of any type or character, other than an employee, the managing agent or booking agent duties and liabilities as his principal. Full compliance with the provisions of this chapter by either the principal or the managing agent or booking agent shall, however, be considered to be compliance by both.*

(f) *Person shall mean any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.*

(g) *Rent means the total consideration charged to the transient, including but not limited to, room rates, service charges, parking fees, purchase price, advance registration, block or group reservation charges, assessments, retail markup, commission, processing fees, cancellation charges, attrition fees, or online booking or broker fees, whether charged by an operator or a rental agent, whether or not received, for occupancy in a hotel valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deduction therefrom whatsoever. Nothing in this definition shall be construed to mean that rent is charged directly or indirectly for occupancy in a hotel when a room is provided to the transient as a compliment for the operator and where no consideration is charged to or received from any other person. Further, bona fide charges for food and beverages which are subject to tax under the California Sales and Use Tax Law.*

RESO. NO. 8019

ORD. NO. 1697

(Revenue and Taxation Code Sections 6001 et. seq.) shall not be deemed rent subject to the tax imposed by this chapter.

(h) Rental agent means any person other than an operator who collects rent from a transient for the transient's occupancy of a hotel, including but not limited to an online travel company or an online short-term rental company.

(i) Tax administrator means the City's Director of Finance, or his or her designee.

(j) Transient means any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. The following rules shall apply to this definition:

(1) Any such person so occupying or entitled to occupy a room in a hotel shall be deemed to be a transient until the period of 30 calendar days has expired. In the event a person exercises or is entitled to occupancy for a continuous and uninterrupted period of longer than 30 calendar days, he or she shall be deemed a transient and subject to the tax for only the first 30 calendar days of occupancy and shall cease being a transient and the tax shall not apply on the 31st calendar day of occupancy and following. However, any break or interruption in occupancy shall start a new 30-day period subject to the tax.

(2) In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of this chapter may be considered.

(3) Any person who exercises or is entitled to occupancy for a period of 30 consecutive calendar days or less shall be deemed to be a transient for that period, regardless of whether the reservation and/or payment for occupancy is made directly by the person exercising or entitled to occupancy or by another person. The intent is to tax the person exercising occupancy or having the entitlement to occupancy of a hotel room.

Sec. 2-909 Applicability.**(a) Tax Rate, Payment.**

For the privilege of occupancy in any hotel, each transient is subject to and shall pay a tax in the amount of ten percent (10%) of the rent paid by the transient. This tax constitutes a debt owed by the transient to the City, which is extinguished only by payment to the operator, the City or to a rental agent pursuant to Section 2-909 (E).

RESO. NO. 8019

ORD. NO. 1697

The transient shall pay the tax to the operator or rental agent at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing occupancy. If for any reason the tax due is not paid to the operator or rental agent, the tax administrator may require that such tax shall be paid directly to the tax administrator.

(b) Exemptions.

No tax levied under this chapter shall be imposed upon the following:

- (1) Any person as to whom, or any occupancy as to which, it is beyond the power of the City to impose the tax.*
- (2) Any federal or State of California officer or employee when occupying a room while on official government business. For purposes of this section, students, non-employee supporters and volunteers of California public universities and colleges shall not be deemed to be officers or employees of the State of California.*
- (3) Any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty.*
- (4) No exemption shall be granted except upon a claim therefor made at the time rent is collected and under penalty of perjury upon a form prescribed by the tax administrator. Any federal or State of California officer or employee when on official government business claiming such an exemption shall provide to the operator as conclusive evidence that his or her occupancy is for the official business of his or her employer:*
- (5) Travel orders from his or her government employer; or a government warrant issued by his or her employer to pay for the occupancy; or a government credit card issued by his or her employer to pay for the occupancy; and*
- (6) Proof of his or her governmental employment as an employee or officer as described in paragraph (1) of this subsection B, and proof, consistent with these provisions, that his or her occupancy is for the official business of his or her governmental employer.*
- (7) It shall be the duty of an operator to keep and maintain for a period of three years written documentation in support of each exemption granted under this section.*

RESO. NO. 8019

ORD. NO. 1697

(c) Operator Duties

Each operator shall collect the tax imposed by this chapter to the same extent and at the same time as the rent is collected from every transient. The amount of tax shall be separately stated from the amount of the rent charged, and each transient shall receive a receipt for payment from the operator. No operator shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator or that it will not be added to the rent or that, if added, any part will be refunded, except in the manner provided in this chapter.

(d) Registration.

Within 30 days after commencing business, each operator of a hotel renting occupancy to transients shall register the hotel with the tax administrator and obtain from him or her a transient occupancy registration certificate to be at all times posted in a conspicuous place on the premises. This certificate shall, among other things, state the following:

- (1) The name of the operator.*
- (2) The address of the hotel.*
- (3) The date upon which the certificate was issued.*
- (4) That the transient occupancy registration certificate signifies that the person named on the face thereof has fulfilled the requirements of this chapter by registering with the tax administrator for the purpose of collecting from transients the transient occupancy tax and remitting such tax to the tax administrator, and that such certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an unlawful manner nor to operate a hotel without strictly complying with all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of this City, that such certificate does not constitute a permit and is not transferable to a different operator.*

(e) Third Party Rental Transactions.

- (1) Any transient who pays rent to a rental agent instead of to an operator shall, at the time the rent is paid, pay the tax to the rental agent in the manner required by section 2-909(a).*

RESO. NO. 8019

ORD. NO. 1697

If for any reason the tax is not paid to the rental agent, it shall be paid to the operator before the transient has ceased occupancy in the hotel or paid directly to the tax administrator pursuant to section 2-909(a). Any transient seeking a refund under section 2-911 of taxes paid to a rental agent must establish that the transient has been unable to obtain a refund from the rental agent who collected the tax.

(2) Any rental agent who collects rent shall comply with all obligations of the operator set forth in 2-909(c) and 2-911 of this chapter. The rental agent shall remit all collected taxes to the operator before the deadline for the operator to remit the taxes to the tax administrator under section 2-909(f), and the rental agent shall provide the operator with copies of all records required to be maintained by the operator pursuant to section 2-911 of this chapter, including records necessary for the operator to comply with its obligations under this chapter.

(3) If the tax administrator determines that a rental agent has failed to collect, remit, or report any tax, the tax administrator may take any action against the rental agent that he or she may take against an operator under sections 2-909(g) and 2-909(h) of this chapter subject to the requirements of those sections. If the tax administrator assesses unremitted taxes and penalties against the rental agent, the rental agent shall be subject to the provisions of sections 2-909(h), 2-910, 2-911 and 2-909(b) of this chapter as if it were an operator. Nothing in this section shall prohibit the tax administrator from assessing the full amount of any unremitted taxes and penalties solely against the operator in lieu of assessing some or all of those taxes and penalties against the rental agent.

(f) Reporting and Remitting.

Each operator on or before the last day of the month following the close of each calendar quarter, or at the close of any shorter reporting period which may be established by the tax administrator shall make a return to the tax administrator, on forms provided by him, of the total rents charged and received and the amount of tax collected for transient occupancies. If no tax was due or collected during the previous reporting period, the operator shall file a return so stating under penalty of perjury. At the time the return is filed, the full amount of the tax collected shall be remitted to the tax administrator. The tax administrator may establish shorter reporting periods for any certificate holder if he or she deems it necessary in order to ensure collection of the tax, and he may require further information in the return. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by operators pursuant to this chapter shall be held in trust for the account of the City until payment thereof is made to the tax administrator.

RESO. NO. 8019

ORD. NO. 1697

(g) Delinquency, Penalties and Interest.

- (1) *Original delinquency. Any operator who fails to remit any tax imposed by this chapter within the time required shall pay a penalty of ten percent of the amount of the tax, in addition to the amount of the tax.*
- (2) *Continued delinquency. Any operator who fails to remit any delinquent remittance on or before a period of 30 days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the tax, in addition to the amount of the tax and the ten percent penalty first imposed.*
- (3) *Fraud or Misrepresentation. If the tax administrator determines that the nonpayment of any remittance due under this chapter is due to intentional conduct, misrepresentation or fraud, a penalty of 25 percent of the amount of the tax shall be added thereto in addition to the penalties stated in subsections A and B of this section.*
- (4) *Interest. In addition to the penalties imposed, any operator who fails to remit any tax imposed by this chapter shall pay interest at the maximum rate allowable by law per month or fraction thereof on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.*
- (5) *Penalties merged with tax. Every penalty imposed and such interest as accrues under this section shall become a part of the tax required to be paid.*

(h) Failure to Collect and Report.

If any operator shall fail or refuse to collect the tax imposed pursuant to this chapter and to make, within the time provided in this chapter, any report and remittance of this tax or any portion thereof required by this chapter, the tax administrator shall proceed in such manner as he or she may deem best to obtain facts and information on which to base his estimate of the tax due. As soon as the tax administrator shall procure such facts and information as he or she is able to obtain upon which to base the assessment of any tax imposed by this chapter and payable by any operator who has failed or refused to collect the tax and to make such report and remittance, he or she shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this chapter. If such determination is made, the tax administrator shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at his last known place of address.

RESO. NO. 8019

ORD. NO. 1697

Such operator may within ten days after the serving or mailing of such notice make application in writing to the tax administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, interest and penalties, if any, determined by the tax administrator shall become final and conclusive and immediately due and payable. If such application is made, the tax administrator shall give not less than ten days' written notice in the manner prescribed in this section to the operator to show cause at a time and place fixed in the notice why the amount specified therein should not be fixed for such tax, interest and penalties. At such hearing, the operator may appear and offer evidence why such specified tax, interest and penalties should not be so fixed. After such hearing the tax administrator shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed in this section of such determination and the amount of such tax, interest and penalties. The amount determined to be due shall be payable after 15 days unless an appeal is taken as provided in section 2-910.

Sec. 2-910 Appeal.

Under this chapter, any operator aggrieved by a decision of the tax administrator with respect to the amount of such tax, interest and penalties, if any, may appeal to the City Council of the City of San Fernando ("City Council") by filing a notice of appeal with the City Clerk within 15 days of the serving or mailing of the determination of tax due. The City Council shall fix a time and place for hearing such appeal, and the City clerk shall give notice in writing to such operator at his last known place of address. The findings of the City Council shall be final and conclusive and shall be served upon the appellant in the manner prescribed in this section for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice.

Sec. 2-911 Records and Refunds

(a) It shall be the duty of every operator liable for the collection and payment to the City of any tax imposed by this chapter to keep and preserve, for a period of three years, all records as may be necessary to determine the amount of such tax as he may have been liable for the collection of and payment to the City, which records the tax administrator shall have the right to examine and audit at all reasonable times for the purpose of determining the accuracy thereof.

(b) Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the City under this chapter, it may be refunded as provided in subsections (b) and (c) of this section, provided a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the tax administrator in compliance with Chapter 1.14. The claim shall be on forms furnished by the tax administrator.

RESO. NO. 8019

ORD. NO. 1697

(c) *An operator may claim a refund or take as credit against taxes collected and remitted the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the tax administrator that the person from whom the tax has been collected was not a transient; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected had either been refunded to the transient or credited to rent subsequently payable by the transient to the operator.*

(d) *A transient may obtain a refund of taxes overpaid or paid more than once or erroneously or illegally collected or received by the City by filing a claim in the manner provided in subsection (a) of this section, but only when the tax was paid by the transient directly to the tax administrator or when the transient having paid the tax to the operator establishes to the satisfaction of the tax administrator that the transient has been unable to obtain a refund from the operator who collected the tax.*

(e) *No refund shall be paid under this section unless the claimant establishes his right thereto by written records showing entitlement thereto.*

Sec. 2-912 Debt to City/Actions to Collect.

Any tax required to be paid by any transient under this chapter shall be deemed a debt owed by the transient to the City. Any such tax collected by an operator which has not been paid to the City shall be deemed a debt owed by the operator to the City. Any person owing money to the City under this chapter shall be liable to an action brought in the name of the City.

Sec. 2-913 Use of Tax Proceeds.

The proceeds arising from the tax imposed by this chapter shall be credited to the general fund of the City.

Sec. 2-914 Independent Audit of Tax Collection, Exemption, Remittance, and Expenditure.

The City shall annually verify that the taxes owed under this chapter have been properly applied, exempted, collected, and remitted in accordance with this chapter, and properly expended according to applicable municipal law. The verification shall be performed by a qualified independent third party and the review shall employ reasonable, cost-effective steps to assure compliance, including the use of sampling audits. The verification shall not be required of tax remitters where the cost of the verification may exceed the tax revenues to be reviewed.

RESO. NO. 8019

ORD. NO. 1697

Sec. 2-915 Amendment or Repeal – Adjustment of Taxing Rate or Methodology.

This chapter may be repealed or amended by the City Council without a vote of the People of the City. However, as required by California Constitution Article XIII C (Proposition 218), voter approval is required for any amendment or provision that would increase the maximum rate or methodology of any tax levied pursuant to this chapter. The People of the City affirm that the following actions shall not constitute an increase of the rate or methodology of the transient occupancy tax requiring subsequent voter approval:

- (a) The restoration of the rate of the tax to a rate that is no higher than the maximum set by this voter-approved chapter, if the City Council has previously acted to reduce the rate of the tax;*
- (b) An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this chapter;*
- (c) The establishment of a class of person or service that is exempt or excepted from the tax or the discontinuation of any such exemption or exception (other than the discontinuation of an exemption or exception explicitly set forth in this chapter); and*
- (d) Resuming collection of the tax imposed by this chapter, even if the City had, for some period of time, either suspended collection of the tax or otherwise failed to collect the tax, in whole or in part.*

Sec. 2-916 Violations; Misdemeanor.

Any operator or other person who violates any of the provisions of this chapter or who fails or refuses to register as required herein, or to furnish any returns or other data required by the tax administrator, or who renders a false or fraudulent return or claim, is guilty of a misdemeanor, and is punishable as provided in this Code.

SECTION 2. In order to accommodate the codification of the new Division 9 referenced above, the provisions of Article VII (Campaign Reform) of Chapter 2 (Administration) of the San Fernando Municipal Code are renumbered as follows:

Section 2-907 entitled “Purpose” is renumbered as Section 2-917;

Section 2-908 entitled “Definitions” is renumbered as Section 2-918;

Section 2-909 entitled “Contribution limitations” is renumbered as Section 2-918; and

Section 2-919 of Article VII (Campaign Reform) shall simply state “Reserved – No Text”

RESO. NO. 8019

ORD. NO. 1697

The recodification of Article VII (Campaign Reform) of Chapter 2 (Administration) of the provisions of the San Fernando Municipal Code is merely undertaking to accommodate the codification of the provisions of the new Division 9 of Article VI (Finance) of Chapter 2 (Administration) of the San Fernando Municipal Code which has been approved by San Fernando voters. Nothing in this Ordinance shall operate to require that any subsequent amendments or modifications to Article VII (Campaign Reform) of Chapter 2 (Administration) shall require a vote of the people as the reference and amendments to said article in this Ordinance are clerical and not part of the substantive provisions of the Ordinance that required voter approval.

SECTION 3. The City Council is authorized to make subsequent amendments to Division 9 (Transient Occupancy Tax) to reflect changes in terminology or definitions that may be established by law for purposes of administering and collecting the tax contemplated under this Ordinance, provided that no such amendments shall operate to increase the rate of the tax rate established under this Ordinance without first obtaining approval of San Fernando voters at a municipal election.

SECTION 4. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. CEQA. This Ordinance and the contemplated increase of the transactions and use tax referenced herein is not a “project” within the meaning of the California Environmental Quality Action codified at 21000 et seq. of the California Public Resources Code (“CEQA”) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment nor does it involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon the following conditions: (i) approval of the ballot measure for the approval of this Ordinance by a majority of the voters casting votes at the General Municipal Election; (ii) certification of all votes cast by the City Council confirming that a majority of voters have approved this Ordinance; and (iii) confirmation and approval of this Ordinance by the City Council upon certification of the election results.

RESO. NO. 8019

ORD. NO. 1697

SECTION 7. Execution. The Mayor shall sign this Ordinance and the City Clerk shall attest and certify to the approval thereof and cause same to be published at least once in a weekly newspaper of general circulation, published in the City of San Fernando, which newspaper is hereby designated for that purpose (Government Code Section 40806). This Ordinance shall only be in effect following the approval of a majority of the voters at an election on November 3, 2020, as certified by the election official.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

Joel Fajardo, Mayor

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SAN FERNANDO)

I, Julia Fritz, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance No. 1697 was passed and adopted by the City Council of the City of San Fernando, signed by the Mayor and attested by the City Clerk at the regular meeting of said Council held on the 3rd day of August, 2020 and that said Ordinance was adopted by the following votes, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNES WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this ____ day of _____, 2020.

Julia Fritz, City Clerk

ATTACHMENT “B”**RESOLUTION NO. 8020****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2020-2021 ADOPTED ON JUNE 15, 2020**

WHEREAS, the City of Council adopted the budget for Fiscal Year 2020-2021, commencing July 1, 2020 and ending June 30, 2021, on June 15, 2020; and

WHEREAS, the City Council has determined that it is necessary to amend the expenditures of the current City budget to cover the estimated cost of a General Municipal Election to be held November 3, 2020 to submit to the voters a question relating to establishing a 10 percent Transient Occupancy Tax on Hotel and Vacation Rental Occupancies within the City of San Fernando; and

WHEREAS, the annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021 is on file in the City Clerk’s Office.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The following adjustments are made to the City Budget:

GENERAL FUND: City Clerk Election Division (116):

Increase in Expenditures
001-116-0000-4260

\$7,500

PASSED, APPROVED, AND ADOPTED this 3rd day of August, 2020.

Joel Fajardo, Mayor

ATTEST:

Julia Fritz, City Clerk

RES. NO. 8020

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8020 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 3rd day of August, 2020, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this ____ day of _____, 2020.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Michael Okafor, Personnel Manager

Date: August 3, 2020

Subject: Consideration to Adopt an Urgency Ordinance and Certification of Final Action Approving an Amendment to the Contract between the City of San Fernando and the California Public Employees' Retirement System

RECOMMENDATION:

It is recommended that the City Council:

- a. Waive full reading and adopt Urgency Ordinance No. U-1699 (Attachment "A"), "An Urgency Ordinance of the City Council of the City of San Fernando Approving an Amendment to the Contract Between the City Council of the City of San Fernando and the Board of Administration of the California Public Employees' Retirement System (Exhibit "A" to Attachment "A" – Contract No. 1961);"
- b. Approve the Certification of Final Action by the Governing Body (Attachment "B") to effectuate the contract amendment between the City of San Fernando and the California Public Employees' Retirement System (CalPERS); and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

NOTE: Adoption of an Urgency Ordinance requires 4/5^{ths} approval.

BACKGROUND:

1. During the Fiscal Year 2020-2021 budget meetings in May 2020 and June 2020, the City Council directed staff to explore CalPERS requirements with respect to amending the City's contract to provide Government Code Section 20903 (Two Years Additional Service Credit) for local miscellaneous and safety members and present that information, along with estimated cost, for further consideration.

Consideration to Adopt an Urgency Ordinance and Certification of Final Action Approving an Amendment to the Contract between the City of San Fernando and the California Public Employees' Retirement System

Page 2 of 4

2. In June 2020, staff advised the City Council that, per initial discussions with the affected bargaining units, approximately 10 miscellaneous employees are deemed eligible and interested in taking advantage of the CalPERS early retirement program.
3. On June 29, 2020, CalPERS approved a tentative "Schedule of Agency Actions" for planning the contract amendment. CalPERS recommends the schedule below:
 - a. Adopt Resolution of Intention: July 6, 2020
 - b. Identify Costs in Public Meeting: July 6, 2020
 - c. Adopt Urgency Ordinance to Amend CalPERS Contract: August 3, 2020*
 - d. Urgency Ordinance Becomes Effective: August 4, 2020
 - e. Contract Amendment Becomes Effective: August 5, 2020

*Note: Adoption of the ordinance to amend the CalPERS contract must be at least 20 days after adopting the Resolution of Intention.

4. On July 6, 2020, the City Council adopted the Resolution of Intention, and elected to provide the benefits of Government Code Section 20903 to eligible employees who retire within the designated period, August 17, 2020 through November 20, 2020.

ANALYSIS:

CalPERS offers a retirement incentive program to member agencies that allows an agency to provide two years of service credit to eligible staff in lieu of implementing layoffs or furloughs. This program provides a mechanism for agencies to reduce staff through a voluntary separation arrangement and recognize immediate payroll savings. However, the City must eliminate the retiree's position, or another position in the same department or organizational unit, once it is vacated by the eligible employee. Consequently, the City can only offer the retirement incentive program to positions that can be eliminated without significantly impacting services.

In order to take advantage of this CalPERS retirement incentive program, the City must amend the current contract with CalPERS pursuant to Government Code Section 20903. Amending the City's contract requires the following actions:

1. Adopt a Resolution of Intention to provide Section 20903 (Two Years Additional Service Credit) benefits (Completed on July 6, 2020);
2. Certification of Governing Body's Action to adopt the Resolution of Intention (Completed on July 6, 2020);

Consideration to Adopt an Urgency Ordinance and Certification of Final Action Approving an Amendment to the Contract between the City of San Fernando and the California Public Employees' Retirement System

Page 3 of 4

3. Certification of Compliance with Government Code Section 20903 to attest that the City is offering the retirement incentive as it is in the best financial interest of the City and to avoid impending layoffs or other personnel reductions (Completed on July 6, 2020); and
4. Certification of Compliance with Government Code Section 7507 to attest that the estimated cost savings have been provided at a public meeting (Completed on July 6, 2020).

By adopting the Resolution of Intention and related certification documents on July 6, 2020, the City Council approved the first step required to amend the contract between the City and CalPERS to provide two years of service credit to eligible staff members.

The next step required is the adoption of an ordinance to effectuate the Contract Amendment (Attachment "A" Exhibit "A"). In light of the urgent need to preserve the financial health of the City, CalPERS agreed that an urgency ordinance could be adopted to expedite the process. If adopted, the proposed Urgency Ordinance shall become effective on August 4, 2020 and the contract amendment shall become effective on August 5, 2020.

The last step in the process is to identify which positions are eligible to receive the retirement incentive and the employee(s) in that position must elect to retire within the period designated by the City ("Retirement Period"), that is, August 17, 2020 through November 20, 2020. Per CalPERS, the Retirement Period must not be less than 90 days, but not more than 180 days.

According to CalPERS, the City shall agree to keep at least one vacant position created by one early retiree in any department permanently unfilled, but can fill other vacancies created by other early retirees in the same department. Staff is finalizing negotiations with the respective bargaining units to identify the positions that can retire under this program without significantly impacting services. The list of identified positions will be brought to the City Council on August 17, 2020 for approval before submission to CalPERS.

BUDGET IMPACT:

Personnel staff used the CalPERS Calculation of Estimated Employer Costs formula to determine the eligible employees' service credit costs; this formula takes into account current salary, age, Post-Retirement Survivor allowance and other factors to determine service credit costs.

The estimated total cost of providing the additional service credit to 10 eligible miscellaneous employees is approximately \$605,000 for this fiscal year. This cost is projected to increase by approximately 1.05% each fiscal year. The estimated total compensation (salary and benefits) for 10 eligible miscellaneous employees is approximately \$1.28 million for this fiscal year.

Consideration to Adopt an Urgency Ordinance and Certification of Final Action Approving an Amendment to the Contract between the City of San Fernando and the California Public Employees' Retirement System

Page 4 of 4

Thus, the estimated total savings for FY 2020-2021 is approximately \$675,000, which is derived by subtracting the total compensation estimate (\$1.28 million) from the service credit amount (\$605,000) listed above. Estimated total savings for subsequent years beyond FY 2020-2021 will vary contingent upon the number of retirees' positions the City eventually hires back.

CONCLUSION:

The City Council adoption of Urgency Ordinance No. U-1699 and Certification of Final Action of the Governing Body is necessary to effectuate the contract amendment process with CalPERS and provide the relevant incentives for early retirement to eligible staff members, in accordance with the provisions of Government Code Section 20903.

ATTACHMENTS:

- A. Urgency Ordinance No. U-1699 with Exhibit A (Contract No. 1961)
- B. Certification of Final Action of Governing Body

ATTACHMENT “A”**ORDINANCE NO. U-1699****AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES ORDAIN AS FOLLOWS:

SECTION 1. That an amendment to the contract between the City Council of the City of San Fernando and the Board of Administration, California Public Employees' Retirement System, is hereby authorized, a copy of the said amendment being attached hereto, marked Exhibit “A”, and by such reference made a part hereof as though herein set out in full.

SECTION 2. The Mayor of the City of San Fernando is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the City of San Fernando.

SECTION 3. It is necessary that an Urgency Ordinance be adopted for the immediate preservation of public peace, health or safety, because of the need to improve the financial health of the City. In order to protect the financial health of the City, it is necessary for the amendment to become effective on August 4, 2020.

SECTION 4. This Ordinance is hereby declared an urgency measure, and shall take effect on August 4, 2020, and prior to the expiration of fifteen (15) days from the passage thereof shall be published at least once in the Sun, a newspaper of general circulation, published and circulated in the City of San Fernando and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED, AND ADOPTED this 3rd day of August, 2020.

Joel Fajardo, Mayor

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, City Attorney

ORD. NO. U-1699

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SAN FERNANDO)

I, Julia Fritz, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance No. U-1699 was passed and adopted by the City Council of the City of San Fernando, signed by the Mayor and attested by the City Clerk at the regular meeting of said Council held on the 3rd day of August, 2020 and that said Ordinance was adopted by the following votes, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITTNES WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this ____ day of _____, 2020.

Julia Fritz, City Clerk

ORD. NO. U-1699

EXHIBIT "A"

CONTRACT NO. 1961



California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of San Fernando

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective October 1, 1946, and witnessed October 25, 1946, and as amended effective April 1, 1952, February 1, 1956, July 16, 1965, January 6, 1973, November 26, 1983, June 22, 1985, June 21, 1986, July 1, 1989, January 6, 1994, June 9, 1997, January 7, 1999, July 7, 1999, June 30, 2001, September 7, 2002, February 5, 2005, November 12, 2005 and September 8, 2012, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 17 are hereby stricken from said contract as executed effective September 8, 2012, and hereby replaced by the following paragraphs numbered 1 through 20 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 60 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to November 12, 2005, age 55 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after November 12, 2005, age 62 for new local miscellaneous members, age 50 for classic local police members entering membership in the police classification on or prior to September 8, 2012, age 55 for classic local fire members and for those classic local police members entering membership for the first time in the police classification after September 8, 2012 and age 57 for new local safety members

2. Public Agency shall participate in the Public Employees' Retirement System from and after October 1, 1946 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).

ORD. NO. U-1699
EXHIBIT "A"
CONTRACT NO. 1961

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Public Agency and the San Fernando Redevelopment Agency have agreed to a merger of their contracts, and this contract shall be a continuation of the benefits of the contract of the San Fernando Redevelopment Agency, pursuant to Section 20567.5 of the Government Code. Such merger is effective as of June 22, 1985. Legislation repealed said Section effective January 1, 1988.
7. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members in employment before and not on or after September 7, 2002 shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service on and after January 1, 1960, the effective date of Social Security coverage, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
8. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members in employment on or after September 7, 2002 and not entering membership for the first time in the miscellaneous classification after November 12, 2005 shall be determined in accordance with Section 21354.3 of said Retirement Law, subject to the reduction provided therein for service on and after January 1, 1960, the effective date of Social Security coverage, for members whose service has been included in Federal Social Security (3% at age 60 Full and Modified).
9. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after November 12, 2005 shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local fire member shall be determined in accordance with Section 21366 of said Retirement Law (One-half pay at age 55 Full).

ORD. NO. U-1699
EXHIBIT "A"
CONTRACT NO. 1961

12. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local police member entering membership in the police classification on or prior to September 8, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
13. The percentage of final compensation to be provided for each year of credited current service as a classic local police member entering membership for the first time in the police classification after September 8, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
14. The percentage of final compensation to be provided for each year of credited prior and current service as a new local fire member shall be determined in accordance with Section 7522.25(b) of said Retirement Law (2% at age 57 Full).
15. The percentage of final compensation to be provided for each year of credited prior and current service as a new local police member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
16. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21571 (Basic Level of 1959 Survivor Benefits) for local fire members only.
 - b. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local miscellaneous members and local police members only.
 - c. Section 21335 (5% Cost-of-Living Allowance, base year 1982) for those local police members entering membership on or prior to January 6, 1994, Section 21335 (5% Cost-of-Living Allowance, base year 2002) for those local miscellaneous members entering membership on or prior to November 12, 2005 and Section 21335 (3% Cost-of-Living Allowance, base year 2005) for those local miscellaneous members entering membership after November 12, 2005.
 - d. Section 20042 (One-Year Final Compensation) for classic local miscellaneous members and for those classic local police members entering membership on or prior to January 16, 1994.
 - e. Section 21024 (Military Service Credit as Public Service) for local miscellaneous members and local police members only.
 - f. Section 20965 (Credit for Unused Sick Leave) for local miscellaneous members only.

ORD. NO. U-1699
EXHIBIT "A"
CONTRACT NO. 1961

- g. Section 21548 (Pre-Retirement Option 2W Death Benefit) for local safety members only.
 - h. Section 20475 (Different Level of Benefits). Section 20037 (Three-Year Final Compensation) and Section 21329 (2% Annual Cost-of-Living Allowance Increase) is applicable to classic local police members entering membership for the first time with this agency in the police classification after January 6, 1994.

Section 21354 (2% @ 55 Modified formula) and Section 21335 (3% Annual Cost-of-Living Allowance Increase) is applicable to classic local miscellaneous members entering membership for the first time in the miscellaneous classification with this agency after November 12, 2005.

Section 21363.1 (3% @ 55 Full formula) is applicable to classic local police members entering membership for the first time with this agency in the police classification after September 8, 2012.
 - i. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members and local police members only.
- 17. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 18. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

ORD. NO. U-1699
EXHIBIT "A"
CONTRACT NO. 1961

19. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
20. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF SAN FERNANDO

BY _____
ARNITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

**CERTIFICATION
OF
FINAL ACTION OF GOVERNING BODY**

I hereby certify that the _____ of the
(governing body)

(public agency)

considered and adopted on _____, _____, by an affirmative vote of a
(date)

majority of the members of said Governing Body, **Ordinance/Resolution** No. _____
approving the attached contractual agreement between the Governing Body of said Agency and
the Board of Administration of the California Public Employees' Retirement System, a certified
copy of said **Ordinance/Resolution** in the form furnished by said Board of Administration being
attached hereto.

Adoption of the retirement benefit increase/change was not placed on the consent calendar.

Clerk/Secretary

Title

Date _____

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Timothy T. Hou, Director of Community Development

Date: August 3, 2020

Subject: Consideration to Approve a Supercharger Agreement with Tesla, Inc., for the Installation of 14 Tesla Charging Stations in City-Owned Parking Lot No. 8

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Supercharger Agreement ("Agreement") (Attachment "A"- Contract No. 1960) with Tesla, Inc. ("Tesla"), for the installation of 14 Tesla electric vehicle charging stations in City-owned Parking Lot No. 8; and
- b. Authorize the City Manager to make non-substantive edits and execute all related documents.

BACKGROUND:

1. In May 2018, the City opened its first electric vehicle charging stations to the public. This included five dual-port Level 2 electric vehicle charging stations at various City-owned parking lots and advanced the City's aim to reduce its carbon footprint.
2. In late 2018, representatives from Tesla's Charging Infrastructure group met with staff to discuss a proposal to install electric vehicle Tesla Superchargers in San Fernando. According to Tesla, the proposal would attract thousands of Tesla drivers per month to San Fernando, generating a benefit to local businesses while also creating an important new location within Tesla's Supercharger network.
3. In 2019, staff and representatives from Tesla continued initial project planning and met with the Downtown San Fernando Mall Association to discuss and respond to questions about the proposed improvements to use a portion of City-owned Parking Lot No. 8 for the Superchargers.

Consideration to Approve a Supercharger Agreement with Tesla, Inc., for the Installation of Fourteen Tesla Charging Stations in City-Owned Parking Lot No. 8Page 2 of 4

4. Over the past several months, staff and Tesla finalized negotiations on terms of a mutually acceptable Agreement, and Tesla coordinated with Southern California Edison to finalize technical feasibility and engineering drawings.

ANALYSIS:

The City Council has actively promoted clean air zero emission vehicles since approval of the purchase of electric vehicle charging equipment in 2017. In May 2018, the City opened five Level 2 charging stations in various City-owned parking lots. The 14 proposed Tesla charging stations would supplement the City's existing electric vehicle charging infrastructure. The proposed charging stations would be installed in City-owned Parking Lot No. 8 in the downtown, which is located mid-block on the block bounded by Maclay Avenue to the northwest, Celis Street to the northeast, Pico Street to the southwest, and S. Brand Boulevard to the southeast (see Figure 1 below).

"Supercharger" is the term Tesla uses for its Level 3 – Direct Current (DC) fast charger technology. One of the most advanced electric vehicle charging technologies, Level 3 DC fast chargers can recharge electric vehicles in substantially less time than Level 1 (household wall outlet) or Level 2 chargers. For example, while the City's existing Level 2 chargers can provide 25 to 30 miles of charge per hour, in contrast, DC fast chargers can provide up to 75 miles of charge in less than 10 minutes, thereby making electric vehicles more practical for commuting.

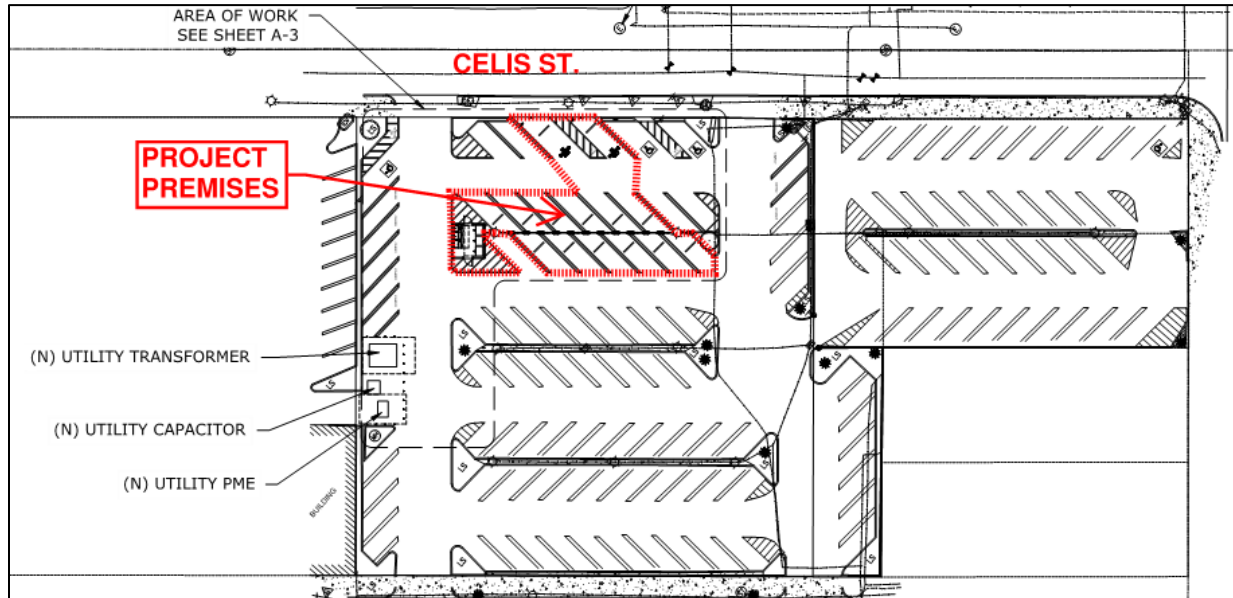
While DC fast chargers are highly desired by electric vehicle drivers, the availability of such chargers is low. No DC fast charger sites exist currently in San Fernando or the entire Northeast San Fernando Valley. The proposed Superchargers in San Fernando would be the first DC fast chargers in the Northeast San Fernando Valley, providing 12 Superchargers and two Level 2 disabled accessible electric vehicle chargers for exclusive use by Tesla vehicles (Attachment "B" – Preliminary Plans). All other portions of Parking Lot No. 8 will remain available for public parking.

By promoting the adoption of zero emission vehicles, the proposed action helps reduce the City's carbon footprint and supports the State's goal to have 1.5 million electric cars on the road by 2025. Furthermore, the proposed action supports the Governor's target for 250,000 plug-in electric chargers, including a sub-goal for at least 10,000 DC fast chargers by 2025.

Consideration to Approve a Supercharger Agreement with Tesla, Inc., for the Installation of Fourteen Tesla Charging Stations in City-Owned Parking Lot No. 8

Page 3 of 4

Figure 1. Project Premises



Terms of Supercharger Agreement.

The following is a summary of the salient terms of the proposed Agreement:

- **Term**: Five-year initial term from the commencement date, with one renewal option for an additional five years, thus a maximum 10-year term.
- **Premises**: A portion of Parking Lot No. 8, to place 14 charging station parking spaces, including 12 Superchargers and two Level 2 ADA accessible charging stations, plus appurtenant equipment.
- **Use**: Use as a Supercharger station and other related infrastructure.
- **Construction**: At Tesla's sole cost and expense; all plans and specifications subject to approval by the City.
- **Commencement Date**: Date when Tesla shall open to the public, which shall be within 365 days of the construction start date.
- **Termination for Convenience and Right to Relocate**: City has the right to terminate agreement anytime during renewal term (Years 6 to 10) for convenience and without cause in accordance with a diminishing buyout schedule. Alternatively, the City has the option to relocate the Supercharger station to a similar location in the event the City seeks to repurpose the site.
- **Utilities/Maintenance/Taxes**: Tesla responsible for all utility service, maintenance costs and possessory interest taxes, if applicable.

Consideration to Approve a Supercharger Agreement with Tesla, Inc., for the Installation of Fourteen Tesla Charging Stations in City-Owned Parking Lot No. 8Page 4 of 4

California Environmental Quality Act (CEQA).

The proposed action is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Class 1 – Existing Facilities). Class 1 exempts from environmental review, “the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.” Such examples under Section 15301(a) include interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. The proposed project consists of a minor alteration of an existing parking facility to add electric vehicle charging capabilities, and approval of the proposed action is considered exempt from CEQA.

BUDGET IMPACT:

Under the terms of the proposed Agreement, Tesla will be solely responsible for all costs for equipment, installation, permitting, operation, maintenance, and utility usage. As consideration under the Agreement for using a portion of the parking lot, Tesla has agreed to perform site improvements including installing enhanced drought tolerant landscaping, constructing hardscape improvements that functionally improve the disabled accessible parking, and seal coating of all areas of the parking lot impacted by Tesla’s work.

While approval of the proposed action will have no direct impact on the City’s Budget, the Superchargers are likely to have a positive impact on local businesses from new customers who will patronize these businesses while their electric vehicles charge. This outcome would result in tangible benefits to the City’s Budget via additional sales tax and business gross receipts tax revenue.

CONCLUSION:

Staff recommends approval of a Supercharger Agreement with Tesla to provide 14 Tesla electric vehicle charging stations in Parking Lot No. 8.

ATTACHMENTS:

- A. Contract No. 1960
- B. Preliminary Plans

ATTACHMENT "A"
CONTRACT NO. 1960

SUPERCHARGER AGREEMENT

This Supercharger Agreement (this "**Agreement**") is effective as of the date last signed below by and between the City of San Fernando, a municipal corporation ("**Counterparty**") and Tesla, Inc., a Delaware corporation ("**Tesla**"). Tesla and Counterparty are each referred to herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Tesla, through the provision of electric vehicle charging services at the Property, will provide value to Counterparty by increasing the visibility of, and attracting Tesla customers to, the City of San Fernando; and

WHEREAS, Counterparty is the sole owner of the Property; and

WHEREAS, Counterparty acknowledges the value of having an electric vehicle charging station to serve Tesla customers at the Property and desires to grant a license to Tesla for the use of the Premises, defined below, pursuant to the terms set forth herein.

WHEREAS, this Agreement was approved by the City Council of the City of San Fernando at its meeting of August 3rd, 2020 under Agenda Item No. _____.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CONTACT INFORMATION:**

Counterparty:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Nick Kimball
Phone: (818) 898-1202
Fax: (818) 898-7329
Email: nkimball@sfcity.org

Tesla:

Tesla, Inc.
3500 Deer Creek Road
Palo Alto, CA 94304
Attention: Supercharger Team
Phone: (650) 681-5000

With a copy to:

Email: superchargerhost@tesla.com

24-hour Technical Support & Service:
877-79-TESLA (877-798-3752)

2. **LICENSE FOR USE OF PREMISES:** Counterparty is the owner of that certain real property commonly described as City of San Fernando Parking Lot 8 (Assessor Identification No 2522-004-904 (hereinafter, referred to as the "**Property**") which is more particularly described and depicted in the legal description attached and incorporated hereto as Exhibit A. For the purpose of undertaking the Permitted Uses described under Section 10 of this Agreement below, and subject to the terms and conditions set forth in this Agreement, Counterparty hereby grants to Tesla a license to use and access fourteen (14) parking spaces, up to five (5) feet of additional parking width to provide disability access and up to 400 square feet of space for equipment (hereinafter referred to as the "**Premises**") on that portion of the Property described and depicted in that certain document attached hereto as Exhibit A. The parking spaces within the Premises shall not

CONTRACT NO. 1960

be outfitted with non-Tesla charging equipment and Counterparty shall not license, lease or commit the same during the Term (as defined below); provided, however, nothing herein shall prevent Counterparty from entering into agreements with other third party electric vehicle service providers to install non-Tesla charging equipment elsewhere on the Property.

3. **FOOTPRINT:** A total of fourteen (14) parking spaces within the footprint of the Premises shall be outfitted Trade Fixtures consisting of: (a) twelve (12) Superchargers (as defined in Exhibit B), and (b) two (2) Tesla Wall Connectors ("**Wall Connector**"), all to serve as dedicated charging stalls ("**Dedicated Stalls**").
4. **CONSTRUCTION AND ALTERATIONS:** Tesla, at its sole cost and expense, shall construct and install the Supercharger Station on the Premises ("**Tesla's Work**"). Tesla acknowledges and agrees that Tesla's Work shall only begin after: (a) Counterparty has approved all plans and specifications, including equipment and easement locations (the "**Approved Plans**"); and (b) Tesla has obtained all permits and approvals required by applicable governing bodies. Any alterations to the Approved Plans or Supercharger Station shall be subject to Counterparty's prior written approval which may be granted, conditionally granted or denied by Counterparty (provided that any such approval shall not be unreasonably withheld, conditioned, or delayed). Tesla, at its sole cost and expense, shall promptly repair any damage to the Property or any improvements constructed thereupon caused by Tesla or its agents or contractors in the performance of Tesla's Work.
5. **CONSTRUCTION START DATE; CONSTRUCTION COMPLETION:** Tesla shall be authorized to commence the Tesla Work upon the date specified by Counterparty in a written notice to proceed (hereinafter, the "**Construction Start Date**"). Counterparty and Tesla shall undertake a joint inspection of the Supercharger Station upon completion by Tesla to ensure that all installation and construction of all improvements, equipment, utilities and infrastructure that comprise the Tesla Work have been constructed in accordance with the Approved Plans; are operational and free of defects; and are constructed and installed in compliance with all applicable federal and state standards and requirements. As a precondition to Counterparty accepting and approving the Tesla Work, Tesla shall correct any aspect of the Tesla Work which does not satisfy the requirements set forth in the preceding sentence. The construction and installation effort shall be deemed complete upon Counterparty's issuance of a written notice of acceptance (hereinafter, the "**Notice of Acceptance**").
6. **COMMENCEMENT DATE:** Tesla shall open the Supercharger Station to the public (the "**Commencement Date**") within three hundred and sixty-five (365) days following the Construction Start Date. Upon Tesla's written request, Counterparty may entertain requests for additional time before opening the Supercharger Station to the public. Any such written request for additional time must be submitted no less than thirty (30) calendar days prior to the Commencement Date. The written request shall (i) explain why additional time is required; (ii) identify what tasks remain to be completed; (iii) describe what measures Tesla has undertaken to mitigate the need for additional time; and (iv) state how much additional time is reasonably required. Counterparty may grant or conditionally grant any such request for additional time which shall not be unreasonably withheld, conditioned, or delayed, to the extent delay is due to permitting, utility, or other requirements beyond Tesla's control, or is due to Force Majeure (as defined in Section 32). Tesla shall deliver written notice to Counterparty promptly following the Commencement Date to confirm such date for recordkeeping purposes.

CONTRACT NO. 1960**7. TERM; EARLY TERMINATION FOR CONVENIENCE:**

- A. Initial Term; Renewal Term: The term of this Agreement (the “**Initial Term**”) shall commence upon the date the Agreement is signed by all of the Parties and shall remain in effect until the fifth (5th) anniversary of the Commencement Date. Tesla shall have one (1) option to extend the term of this Agreement for an additional five (5) years (a “**Renewal Term**” and together with the Initial Term, the “**Term**”), upon the same terms contained in this Agreement, provided that Tesla is not in breach of this Agreement (as defined under Section 16 of this Agreement, below) at the time the option is exercised. Tesla shall exercise the option for the Renewal Term by giving notice to Counterparty no later than ninety (90) days prior to the expiration of the Initial Term.
- B. Termination for Convenience: If Tesla timely exercises its option to extend the Initial Term of this Agreement (as provided under paragraph 7(A) of this section, then Counterparty may, in Counterparty’s sole and absolute discretion at any time on or after the sixth (6th) anniversary of the Commencement Date, terminate this Agreement for convenience and without cause upon sixty (60) calendar days prior written notice to Tesla (“**Termination for Convenience**”).
- C. Termination Based On Low Utilization or No Utilization: If Tesla timely exercises its option to extend the Initial Term of this Agreement (as provided under paragraph 7(A) of this section), then Counterparty may, in Counterparty’s sole and absolute discretion at any time after the sixth (6th) anniversary of the Commencement Date, terminate this Agreement upon thirty (30) calendar days prior written notice on the grounds that the Superchargers are underused. For purposes of this Agreement, the Supercharges shall be deemed “underused” if over a sixty (60) consecutive day period, fifty (50) or few charging sessions occur at the Premises as set forth in a written report generated by Tesla following Counterparty’s written request therefor.
- D. In the event Counterparty elects to terminate the Agreement pursuant to paragraph 7(B) or 7(C) of this section, Counterparty shall pay Tesla (hereinafter, a “**Termination Payment**”) in accordance with the following buyout schedule:
1. If Counterparty issues its notice of termination on or after the sixth (6th) anniversary of the Commencement Date but before the seventh (7th) anniversary of the Commencement Date, Counterparty shall pay Tesla the aggregate sum of Two Hundred and Forty Thousand Dollars (\$240,000);
 2. If Counterparty issues its notice of termination on or after the seventh (7th) anniversary of the Commencement Date but before the eighth (8th) anniversary of the Commencement Date, Counterparty shall pay Tesla the aggregate sum of One Hundred and Eighty Thousand Dollars (\$180,000);
 3. If Counterparty issues its notice of termination on or after the eighth (8th) anniversary of the Commencement Date but before the ninth (9th) anniversary of the Commencement Date, Counterparty shall pay Tesla the aggregate sum of One Hundred and Twenty Thousand Dollars (\$120,000);

CONTRACT NO. 1960

4. If Counterparty issues its notice of termination on or after the ninth (9th) anniversary of the Commencement Date but before the tenth (10th) anniversary of the Commencement Date, Counterparty shall pay Tesla the aggregate sum of Sixty Thousand (\$60,000);
 5. If Counterparty issues its notice of termination on or after the ten (10th) anniversary of the Commencement Date, Tesla shall not be entitled to receive any compensation from Counterparty for such termination and Counterparty shall be under no obligation to compensate Tesla for such termination.
- E. The sums referenced in paragraph 7(D) of this section shall be delivered to Tesla by Counterparty upon the effective date of the termination, provided that Tesla has removed all Trade Fixtures from the Premises.
- F. Except as otherwise provided under paragraph 7(G) of this section, in consideration for the applicable Termination Payment referenced under paragraph 7(D) of this section, Tesla shall fully and forever discharge and release Counterparty and Counterparty's elected and appointed officials, officers, employees, agents and volunteers and their respective heirs, executors, attorneys and insurers from all claims and causes of action, or appeal rights, whether now known or now unknown, which Tesla has, or might have or could have asserted, against the Counterparty in connection with the termination of this Agreement pursuant to paragraphs 7(B) and 7(C) of this Agreement, including damages (including, but not limited to consequential damages), losses, attorneys' fees and costs. By acceptance of the Termination Payment, Tesla waives any and all rights Tesla may have under Civil Code section 1542 with respect to the forgoing release to the full extent that Tesla may lawfully waive such rights, notwithstanding any subsequent discovery of any additional claims or facts which Tesla did not know or suspect to exist in favor of Tesla on or after the time at which Tesla receives the Termination Payment. Except as otherwise provided under paragraph 7(G) of this section, it is the intention of the Parties that Tesla's receipt of the Termination Payment shall be effective as a full and final accord and satisfaction and settlement of, and as a bar to each and every claim, demand, action, covenant, cause of action, obligation, debt, controversy, act, omission, promise, agreement, account, reckoning, liability, cost, or expense that Tesla has or may have against Counterparty arising out of Counterparty's termination of this Agreement pursuant to paragraphs 7(B) and 7(C) of this section. In connection with such release, discharge accord and satisfaction, Tesla acknowledges that it is aware that it may after the receipt of the Termination Payment, discover facts different from or in addition to the facts known or believed to be true with respect to the subject matter of this Agreement, but it is Tesla's intention to fully, finally, absolutely and forever settle any and all claims, disputes and differences relating to Counterparty's decision to terminate this Agreement pursuant paragraphs 7(B) or 7(C) of this section that may exist upon the receipt of the Termination Payment, except as otherwise provided in paragraph 7(G) of this section.
- G. The provisions of Section 20 (Indemnification) and Section 25 (Publicity) shall survive the termination of this Agreement for any reason, including termination pursuant to paragraphs 7(B) and 7(C), above. Unless otherwise agreed to by the Parties in writing, the release and discharge contemplated under paragraph 7(F), above, shall not extend to, or otherwise embrace, breach of contract claims or claims arising out of (i) the breach of Section 20

CONTRACT NO. 1960

(Indemnification) or Section 25 (Publicity); (ii) any outstanding, unsettled or unadjudicated claim for damages (excluding claims for consequential damages or causes of action seeking Tesla's continued use of the Premises as contemplated under this Agreement) submitted in writing to Counterparty prior to the Counterparty's issuance of notice pursuant to paragraph 7(B) or 7(C) of this section; or (iii) any pre-existing, unadjudicated and unsettled lawsuit seeking damages (excluding claims for consequential damages or containing causes of action seeking Tesla's continued use of the Premises as contemplated under this Agreement) filed by Tesla prior to City's issuance of notice pursuant to paragraphs 7(B) and 7(C) (all of the foregoing collective referred to as "Pre-Existing Claims"). The foregoing notwithstanding, the existence of any Pre-Existing Claims shall not operate to prohibit Counterparty from exercising its right to initiate the termination of this Agreement pursuant to paragraph 7(B) or 7(C), subject to the survival of such Pre-Existing Claims as contemplated under this paragraph 7(G). For purposes of subsection 7(G)(ii), above, the "writing" submitted by Tesla in connection with an outstanding, unsettled or unadjudicated claim shall have stated in reasonable detail the factual and legal basis for Tesla's claim for damages; the date of occurrence for such damages or a reasonable approximation of such date; the amount of such damages or a reasonable approximation of such damages; measures Tesla has taken to mitigate such damages (it being understood that Tesla shall have no duty to mitigate such damages unless if required by law) and such writing shall have been submitted in accordance with the noticing requirements set forth under Section 27, below. For purposes of subsection 7(G)(iii) a "pre-existing, unadjudicated and unsettled lawsuit includes any claim subject to the California Government Claims Act (Government Code Section 810 et seq.) which shall have been submitted to the City c/o of the Office of the City Clerk in the manner prescribed under the Government Claims Act.

- H. Notwithstanding anything to the contrary contained in this Agreement, the rights of Counterparty set forth in paragraphs 7(B) through 7(G) of this section are personal to the City of San Fernando and shall not be subject to any assignment or other transfer of this Agreement.
8. **REMOVAL:** If this Agreement is not Terminated for Convenience, Tesla shall, at its' sole cost and expense, remove all Trade Fixtures (as defined in Exhibit B) promptly following termination of this Agreement and restore the Premises to a condition commensurate with the rest of the Property, subject to exceptions for reasonable wear and tear and damage by casualty or condemnation. Counterparty agrees that all Trade Fixtures and related intellectual property are and shall remain the personal property of Tesla. The Infrastructure (as defined in Exhibit B) shall be left in a safe condition and shall become the property of Counterparty upon termination of this Agreement (except for Infrastructure that is upstream of the meter, which is and shall remain the property of the utility).
9. **UTILITIES:** Tesla agrees to arrange for, and shall pay, all charges for all Tesla-related utility services provided or used in or at the Premises during the Term. Tesla shall pay directly to the utility company the cost of installation of any and all such Tesla-related utility services and shall arrange to have the utility service separately metered. Counterparty shall not be responsible for any damages suffered by Tesla in connection with the quality, quantity or interruption of utility service, unless the cause of the disruption or damage was Counterparty's gross negligence or intentional misconduct. Counterparty and Tesla shall reasonably cooperate to establish all necessary utility easements upon the Property required to connect the Supercharger Station with

CONTRACT NO. 1960

electrical service from Southern California Edison, provided that all such effort shall be at Tesla's sole cost and expense and further provided that the location and scope of all such easements shall be subject to approval by Counterparty, which shall not be unreasonably withheld, conditioned, or delayed.

10. **USE:** Tesla shall use and occupy the Premises during the Term for the following authorized uses:
- A. For the purpose of installing equipment, utilities and other related infrastructure and improvements for the operation of an electric vehicle charging station to serve Tesla customers. The aforementioned equipment, utilities and other related infrastructure and improvements to be installed on the Premises shall be more specifically described and depicted in the Approved Plans. The term **"Supercharger Station"** shall be a collective reference to the Superchargers and all equipment, utilities and other infrastructure and improvements constructed and installed on the Premises by Tesla, as more particularly defined on Exhibit B, attached hereto;
 - B. For the incidental generation of photovoltaic electricity and the operation of an energy storage system;
 - C. Tesla is authorized to operate and collect payment for use of the Supercharger Station year round, twenty-four (24) hours per day and seven (7) days per week;
 - D. Tesla may, in its discretion and at its sole cost and expense, install security cameras and other equipment to monitor the Premises from off-site, which plans and specifications therefor shall be subject to Counterparty's prior written approval, not to be unreasonably withheld, conditioned, or delayed; and
 - E. Seal coating of all areas in the Premises impacted by Tesla's Work together with any areas on the Property outside of the Premises which are excavated as part of Tesla's installation of its utility lines to serve the Premises. All surface improvements described in this section and Section 4 above, shall be more specifically described in the Approved Plans.

The term "Permitted Uses" shall be a collective reference to the authorized use set forth under this Section, above.

11. **MAINTENANCE:** Tesla shall be responsible for maintaining the Supercharger Station (including repair and replacement of equipment, as necessary) at its' sole cost and expense, and Counterparty shall have no liability for damage to the Supercharger Station unless caused by Counterparty's negligence or intentional misconduct. Notwithstanding the foregoing, Counterparty's normal responsibility to maintain the common areas of the Property shall also apply to the Premises, such as for repaving, restriping, snow removal and garbage collection, and Counterparty agrees to coordinate such maintenance with Tesla pursuant to Section 12. Tesla understands that the Property is open and accessible to the public and agrees that Counterparty shall be under no responsibility to provide posted police security or private security to safeguard the Supercharger Station or any other improvements installed on the Premises.
12. **TEMPORARY IMPAIRMENT:** Tesla agrees that Counterparty shall have the right to temporarily access and/or temporarily restrict access to all or any portion of the Premises to perform routine

CONTRACT NO. 1960

parking lot maintenance, provided that (a) not more than half of the charging stalls may be restricted at any given time, (b) Counterparty shall use commercially reasonable efforts to minimize any impairment of the Premises, including, without limitation, by limiting such impairment to times of day and days of the week that are not busy charging periods, and (c) except in the case of an emergency, Counterparty shall provide Tesla at least fourteen (14) days' advance written notice stating the date, time, duration and scope of the planned impairment.

13. **COUNTERPARTY COVENANTS:** Counterparty represents that: (a) it is the owner of the Property and has the power and authority to enter into this Agreement on the terms hereof; (b) it has obtained any required consents to enter into this Agreement; (c) the Property is subject to no conditions, restrictions or covenants incompatible with the Permitted Uses; and (d) this Agreement does not violate any agreement, lease or other commitment by which Counterparty is bound. Counterparty shall not take any action that would impair or interrupt the use of the Premises or Supercharger Station, except as permitted in Section 12. Counterparty agrees to notify Tesla within a commercially reasonable time if (a) it has knowledge of third-parties impairing or misusing the Supercharger Station, or (b) it obtains knowledge of a needed repair to the Supercharger Station. If non-Tesla motorists repeatedly park in the Dedicated Stalls, thereby impairing use of the Dedicated Stalls, then the Parties shall reasonably cooperate to implement an appropriate and effective strategy for preventing such impairment, which may include, without limitation, alternative signage and painted asphalt.
14. **PAYMENTS TO COUNTERPARTY:** Other than parking fees charged to all users of the Property, Counterparty shall have no right to request or accept payment from Tesla, Tesla customers or any other third-parties in connection with use of the Supercharger Station.
15. **SIGNAGE:** Subject to applicable Laws (as defined in Section 35), Tesla shall install signage for the Dedicated Stalls substantially similar to the signage represented in Exhibit B ("**Signage**"). Any material revisions or additions to the Signage shall be subject to Counterparty approval, which shall not be unreasonably withheld, conditioned or delayed.
16. **EVENT OF DEFAULT AND CURE; BREACH:**
 - A. In the event either Party fails to perform any duty, obligation or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur provided, however, that for each Events of Default, the Party alleging an Event of Default shall first give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which specifies: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than thirty (30) calendar days, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the thirty (30) calendar day cure period, or such extended period of time if a cure is not reasonably possible within such thirty (30) calendar days provided that the defaulting Party has commenced such cure and is diligently prosecuting such cure to completion.
 - B. In addition to any Event of Default described under subsection (A) of this Section, above, the

CONTRACT NO. 1960

following shall also constitute an Event of Default; (i) the assignment of this Agreement by Tesla without the prior written approval of Counterparty (where such approval is required pursuant to Section 19) where such assignment is not cured within the cure period set forth under subsection 16(A), above; (ii) the filing by or against Tesla of a petition to have Tesla adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tesla, the same is dismissed within sixty (60) calendar days); (iii) the appointment of a trustee or a receiver to take possession of substantially all of Tesla's assets located on the Premises or of Tesla's interest in this Agreement, where possession is not restored to Tesla within sixty (60) calendar days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tesla's assets located on the Premises or of Tesla's interest in this Agreement, where such seizure is not discharged in sixty (60) calendar days.

- C. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
17. **REMEDIES:** Counterparty and Tesla acknowledge and agree that each Party shall have all remedies available at law or in equity if a breach by the other Party has occurred and is continuing. In addition, if a breach by Tesla has occurred and is continuing, then Counterparty, may: (a) continue this Agreement in effect by not terminating Tesla's right to possession of said Premises and thereby be entitled to enforce all Counterparty's rights and remedies under this Agreement; or (b) bring an action to recover and regain possession of said Premises in the manner provided by the laws of eviction of the state where the Premises are located then in effect.
18. **EXCLUSIONS:** Notwithstanding anything herein to the contrary, each Party expressly releases the other from any claims for, speculative, indirect, consequential or punitive damages, including any lost sales or profits of the other Party.
19. **ASSIGNMENT:** Tesla shall not assign this Agreement voluntarily or by operation of law, or any right hereunder, nor sublet the Premises or any part thereof, without the prior written consent of Counterparty, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Tesla's ability to transfer this Agreement to a Tesla Affiliate, for which no consent of Counterparty shall be required. "**Affiliate**" means an entity which: (a) controls or is controlled by a Party hereto or (b) is under common control with a Party hereto: where "control" means that more than fifty percent (>50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity. Subject to Section 16(B), above, any assignment or attempted assignment of this Agreement by Tesla without the prior written consent of Counterparty as provided herein shall be void and of no force or effect.
20. **INDEMNIFICATION:**
- A. **Counterparty:** Except to the extent a claim arises from any negligence or willful misconduct of a Counterparty Indemnified Party, Tesla hereby agrees to indemnify, hold harmless and defend Counterparty, its Affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a "**Counterparty Indemnified**

CONTRACT NO. 1960

Party”) from all losses and liabilities, including court costs and reasonable attorneys’ fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Tesla’s use of the Premises; (ii) Tesla’s breach of this Agreement; or (iii) bodily injury or damage to real or tangible personal property caused by the use of the Trade Fixtures.

- B. **Tesla:** Except to the extent a claim arises from any negligence or willful misconduct of a Tesla Indemnified Party, Counterparty hereby agrees to indemnify, hold harmless and defend Tesla, its Affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a **“Tesla Indemnified Party”**) from all losses and liabilities, including court costs and reasonable attorneys’ fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Counterparty’s entry onto the Premises; or (ii) Counterparty’s breach of this Agreement.
21. **LIENS:** Tesla shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to Tesla at the Premises.
22. **DESTRUCTION:** Any total destruction of the Premises shall, at Counterparty’s or Tesla’s written election within thirty (30) days of such destruction, terminate this Agreement.
23. **INSURANCE:** Tesla shall carry commercial general liability insurance with limits of not less than Two Million Five Hundred Thousand dollars (\$2,500,000) for bodily injury or death and property damage and an umbrella insurance policy of not less than Five Million dollars (\$5,000,000). The total limits required above may be met by any combination of primary and excess liability insurance. Counterparty and Counterparty’s elected and appointed officials, officers, employees, agents and volunteers shall be included as additional insured on all such policies of insurance. A certificate evidencing such insurance shall be delivered to Counterparty upon the execution of this Agreement and from time to time thereafter as may be requested by Counterparty. Tesla will also carry worker’s compensation insurance in accordance with state and federal law.
24. **TAXES:** Tesla understands and acknowledges that the Trade Fixtures installed at the Property may be subject to possessory interest taxes pursuant to Section 107 of the Revenue and Taxation Code and Section 33673 of the Health and Safety Code. Tesla shall promptly pay such taxes following receipt of a written notice from Counterparty stating that such tax is due, with adequate supporting documentation showing the amount of such tax. Tesla shall have the right to challenge such tax and Counterparty, at no expense, shall reasonably cooperate in such challenge.
25. **PUBLICITY:** Neither Party will use the other Party’s name, trademark or logo without obtaining the other Party’s prior written consent.
26. **ENVIRONMENTAL MATTERS:** Counterparty is not aware of any environmental contamination at the Premises that violates any applicable environmental law. Counterparty agrees that it will indemnify and hold Tesla harmless from all costs from, and Tesla shall have no liability for, any environmental contamination of the Property, unless caused by Tesla, its agents, employees or contractors. During the Term, Counterparty is responsible for remediating any pre-existing contamination and any contamination not caused by Tesla, its agents, contractors or employees, but only to the extent required by applicable environmental law.

CONTRACT NO. 1960

27. **NOTICES:** All notices, demands and approvals shall be in writing and shall be delivered by prepaid first class certified mail, or by a reputable overnight delivery service, to the addresses of the respective Party as specified in Section 1. Notice given by certified mail shall be deemed given on the second business day after deposit in the United States Mail, and any notice given by overnight delivery service shall be deemed given on the next business day after deposit with such overnight delivery service. Copies of notices, demands and approvals shall also be delivered if a “copy to” e-mail or other address is specified in Section 1. Notwithstanding the foregoing, as provided in Section 4, Counterparty may approve the plans and specifications by e-mail. Either Party may change their respective address for notices by giving written notice of such new address in accordance with the provisions of this Section 27.
28. **BROKERS:** Each Party represents to the other Party that it has not dealt with any broker and each Party hereby agrees to indemnify and hold the other Party harmless from all losses and liabilities, including court costs and reasonable attorneys’ fees, arising out of any claims for commissions or fees related to any broker, finder or similar person with whom the indemnifying Party has dealt, or purportedly has dealt, in connection with this Agreement.
29. **SALE OR TRANSFER:** In the event of a sale or transfer of all or a portion of Counterparty’s interest in the Property or Premises while this Agreement is in effect, Tesla’s rights shall be conveyed with the Property or Premises and Counterparty warrants that any transferee shall be bound by all terms and conditions of this Agreement, and shall obtain any necessary documents to confirm such assignment.
30. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of Counterparty and Tesla and their respective successors and assigns.
31. **SUBORDINATION:** This Agreement is subject to and subordinate to all ground or superior leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such ground or superior leases and mortgages; provided that Tesla’s rights under this Agreement shall not be disturbed by such subordination so long as Tesla is not in breach of this Agreement. This Section 31 shall be self-operative and no further instrument of subordination or non-disturbance shall be required by any ground or superior lessor or by any mortgagee, affecting any lease or the Property.
32. **FORCE MAJEURE:** If either Party’s performance of its obligations under this Agreement is delayed by Force Majeure, then such Party’s time of performance will be extended by a corresponding number of days. As used in this Agreement, “**Force Majeure**” means an act, event, condition or requirement beyond such party’s reasonable control, including, without limitation, labor disputes, governmental restrictions, natural disasters, fire, flood, inclement weather, explosion, embargoes, war, terrorism, civil disturbance or other similar events.
33. **INCENTIVES:** Counterparty agrees that Tesla shall own and receive the benefit of any Incentives derived from the construction, ownership, use and operation of the Supercharger Station. Counterparty will cooperate with Tesla in obtaining all Incentives, provided that Counterparty is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Tesla. If any Incentives are paid directly to Counterparty, Counterparty agrees to immediately pay such amounts over to Tesla. “**Incentives**” means (i) electric vehicle charging or renewable energy

CONTRACT NO. 1960

credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (ii) rebates or other payments based in whole or in part on the cost or size of equipment, (iii) performance-based incentives paid as periodic payments, (iv) tax credits, grants or benefits, and (v) any other attributes, commodities, revenue streams or payments, in each of (i) through (v) under any present or future law, standard or program, or paid by a utility or any governmental, regulatory or administrative authority.

34. **RIGHT OF COUNTERPARTY TO RELOCATE SUPERCHARGER STATION:** Counterparty shall have the one-time right during the Term to order the relocation of the Supercharger Station to another location within the Property, or any other parking lot owned by Counterparty within the Central Business District of San Fernando, California which Counterparty deems suitable for such facilities, at the sole cost of the Counterparty, provided that (i) the new location provides for the same footprint for charging stalls and charging equipment, (ii) the new location can be supplied with equivalent utility service, (iii) the new location is similar in terms of ease of access, safety, security, and proximity to amenities, (iv) Counterparty shall provide Tesla with no less than 120 calendar days prior written notice of any such ordered location, and (v) Counterparty obtains Tesla's written approval of the new location, which shall not be unreasonably withheld, conditioned or delayed. In all relocation scenarios, the relocation plan shall make best efforts to ensure that the new Supercharger Station location is open to the public before the former Supercharger Station location is decommissioned.
35. **COMPLIANCE WITH LAW:** Each Party shall comply with all applicable codes, laws and ordinances ("**Laws**") in fulfilling its respective obligations under this Agreement. Each Party represents that it is in good standing under the Laws of the state of its organization.
36. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the state where the Premises are located.
37. **WAIVER OF JURY TRIAL:** COUNTERPARTY AND TESLA EACH WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT.
38. **INTERPRETATION:** The headings and defined terms in this Agreement are for reference purposes only and may not be construed to modify the terms of this Agreement. Neither Party shall have the right to unilaterally revoke or terminate this Agreement, unless such revocation or termination is pursuant to the explicit terms of this Agreement.
39. **SEVERABILITY:** If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law.
40. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals.

[Signature page follows.]

CONTRACT NO. 1960

IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute this Agreement as of the date signed below.

COUNTERPARTY:

City of San Fernando
a municipal corporation

By: _____

Name: Nick Kimball

Title: City Manager

Date: _____

TESLA:

Tesla, Inc.
a Delaware corporation

By: _____

Name: _____

Title: _____

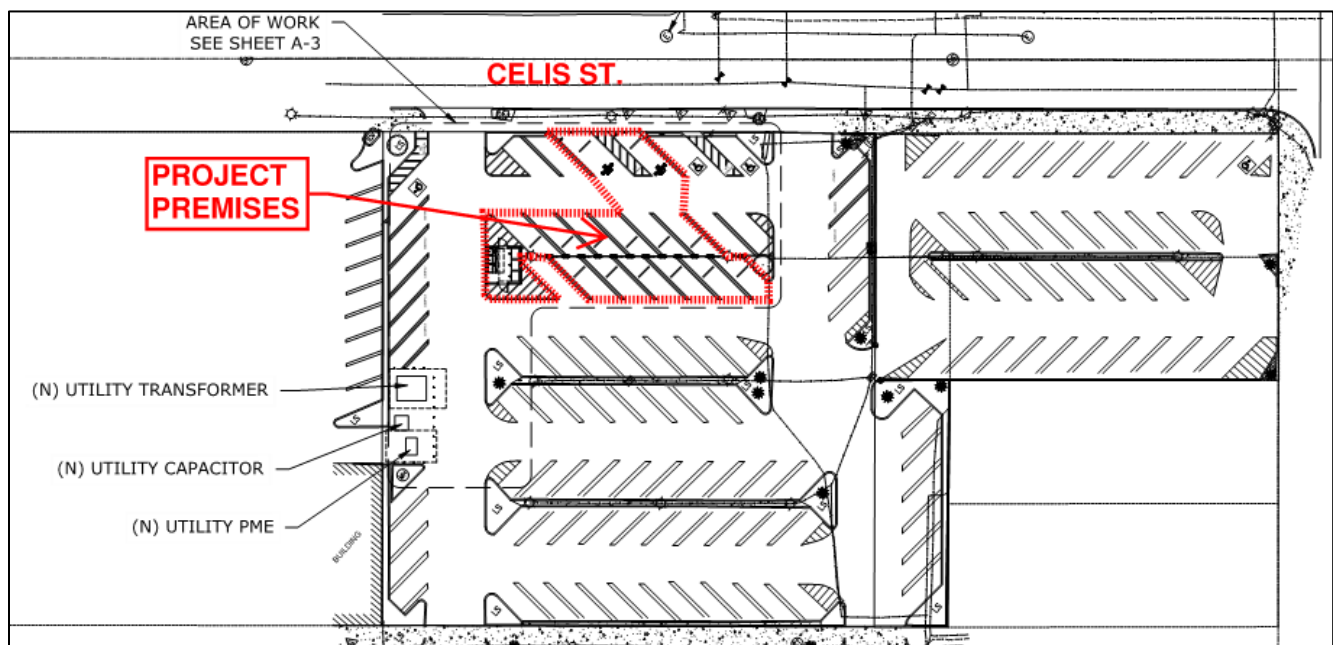
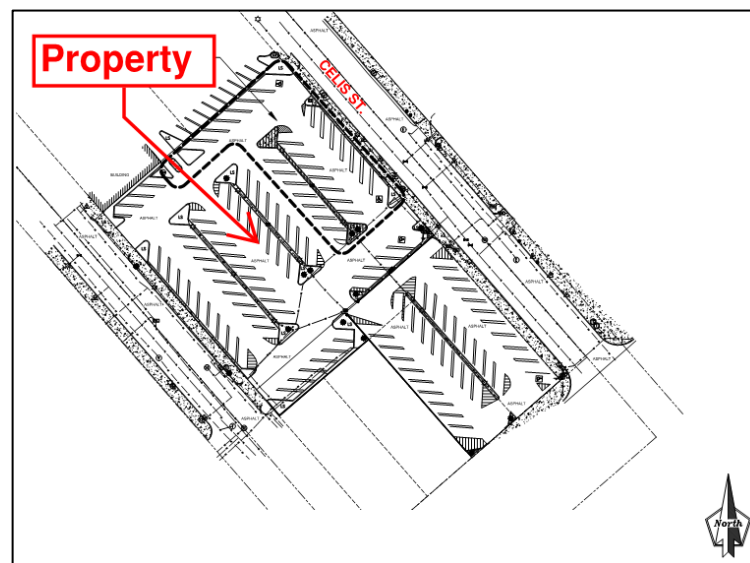
Date: _____

CONTRACT NO. 1960**EXHIBIT A****Property and Premises Descriptions and Depiction****Property:**

Parking Lot 8 owned by the City of San Fernando, with a lot sq. ft. of 43,070 sq. ft.
Assessors Identification No. 2522-004-904

Legal Description:

PORTER LAND AND WATER CO'S RE SURVEY OF SAN FERNANDO LOTS 1, 2, 3, 4, 5, 6, 7, 8, 33, 34, 35, 36, 37, 38 AND 39 AND NW 30 FT OF SW 100 FT OF VAC ST ADJ ON SE AND LOT 40 BLK 17

Premises and Property Depiction:

CONTRACT NO. 1960**EXHIBIT B****Supercharger Station**

Tesla shall install the Supercharger Station on the Premises pursuant to the terms of this Agreement and the Approved Plans.

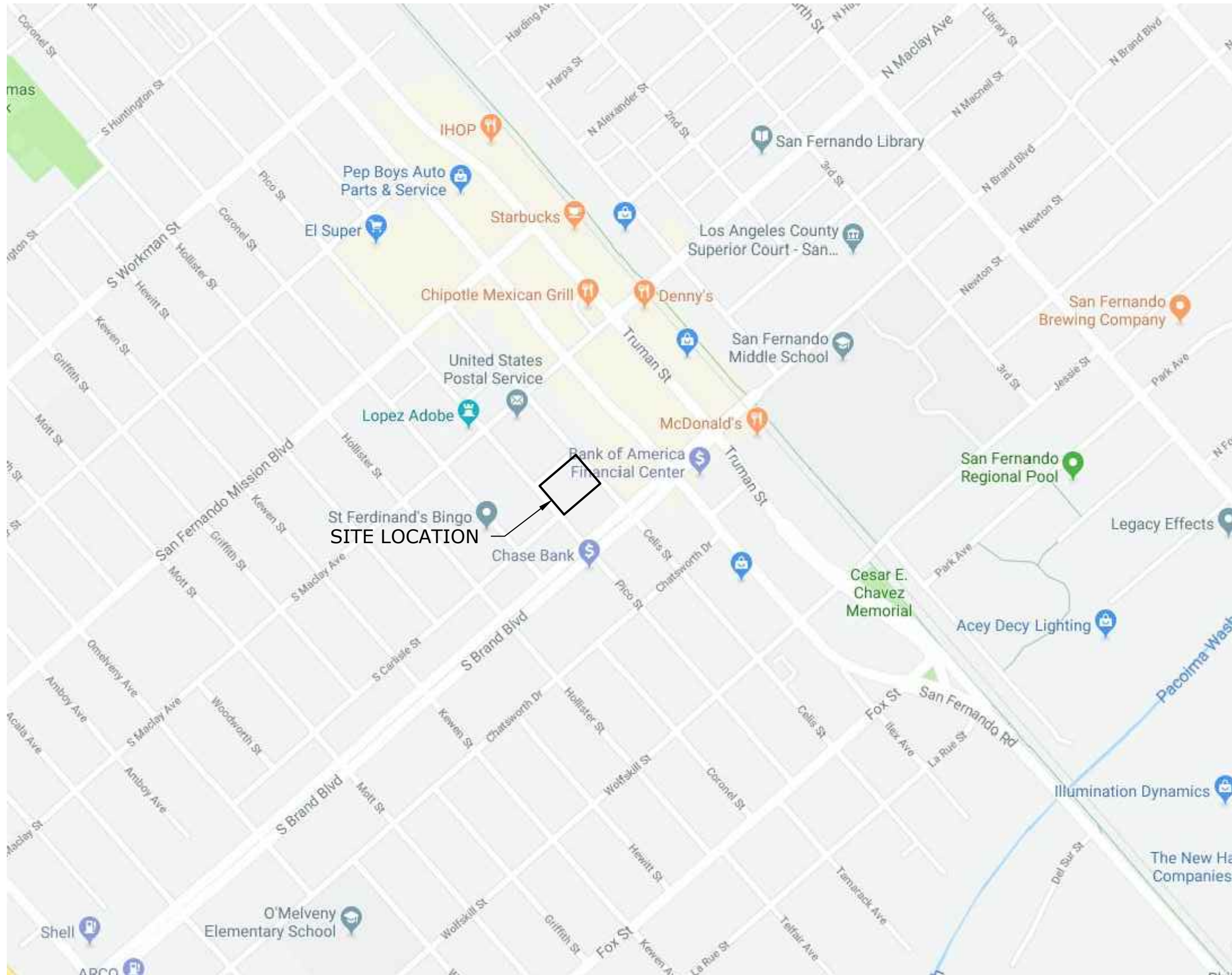
The "**Supercharger Station**" shall consist of: (a) necessary utility infrastructure, which may include a utility transformer, metering equipment, conduit, wiring and concrete pads (collectively, the "**Infrastructure**"); and (b) certain trade fixtures as determined by Tesla, which shall include (12) charge posts ("**Superchargers**"), two (2) Wall Connectors, power electronics equipment, switchgear and Signage, and may also include, without limitation, other visual barriers, a canopy, solar panels and an energy storage system (collectively, the "**Trade Fixtures**").

Signage**Dedicated Stall Sign Example**



SAN FERNANDO PUBLIC PARKING LOT 8

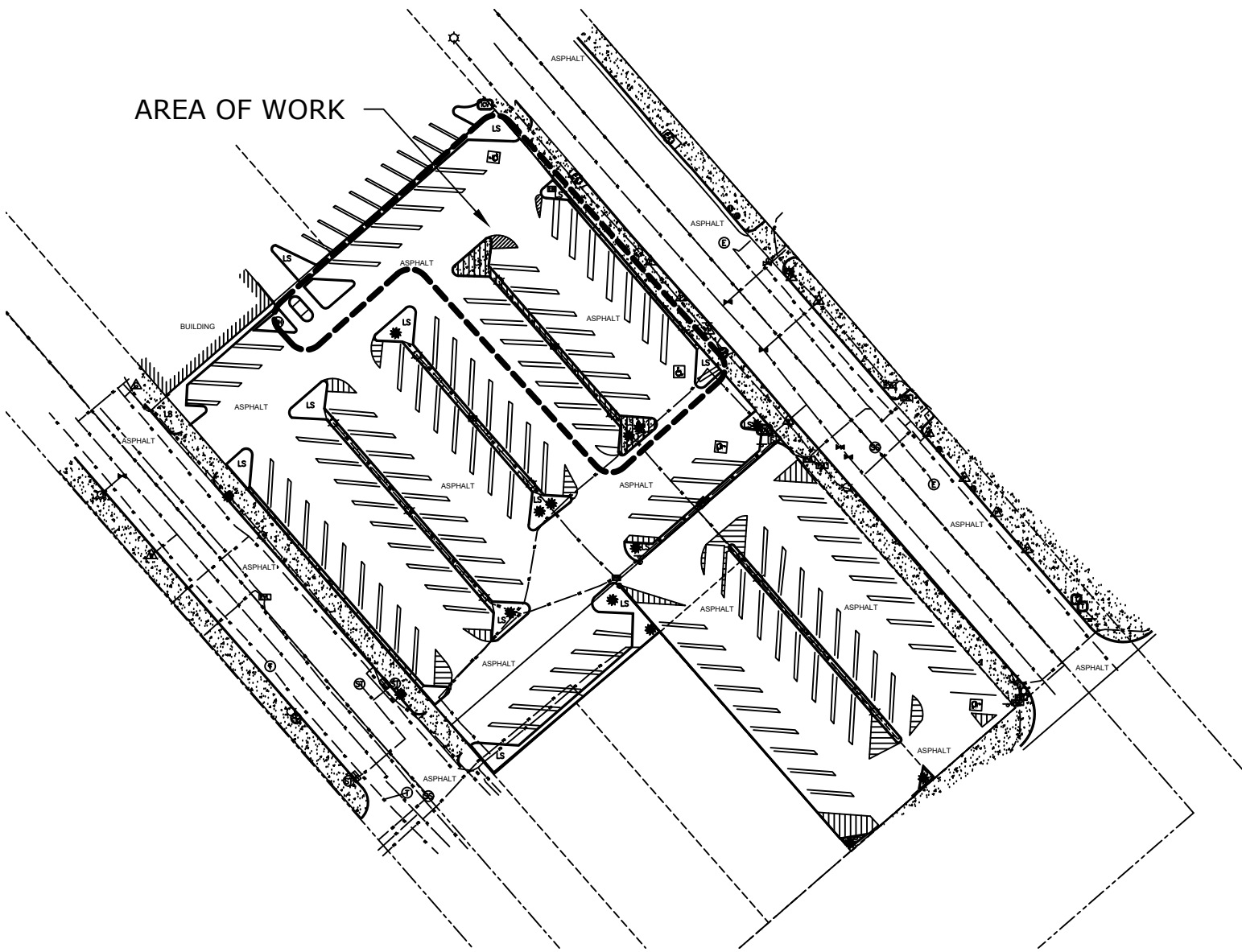
1010 CELIS ST.
SAN FERNANDO, CA 91340



VICINITY PLAN

SHEET INDEX

SHEET #	TITLE
G-1	TITLE PAGE
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES
GN-3	GENERAL NOTES
TP	TOPOGRAPHIC PLAN (BY OTHER)
A-1	OVERALL SITE PLAN
A-2	DEMOLITION SITE PLAN
A-3	SITE PLAN
A-4	ENLARGED PROPOSED EQUIPMENTS LAYOUT
A-4.1	ENLARGED PROPOSED EQUIPMENT LAYOUT
A-4.2	EQUIPMENTS BASE DETAIL
A-5	ELEVATION VIEW
A-6	EQUIPMENTS DETAIL
A-7	TREX FENCE DETAIL
A-8	ACCESSIBILITY
EN-1	ELECTRICAL GENERAL NOTES
EN-2	ELECTRICAL GENERAL NOTES
E-1	ELECTRICAL PLAN
E-2	ELECTRICAL SINGLE LINE DIAGRAM AND SCHEDULES
E-3	DETAIL DIAGRAM
E-4	MAIN SWITCHGEAR
GND-1	GROUNDING DETAIL
S-1.0	STRUCTURAL DETAILS



PLOT PLAN

PROJECT DIRECTORY

ADDRESS: SAN FERNANDO PUBLIC PARKING LOT 8 1010 CELIS ST. SAN FERNANDO, CA 91340	EQUIPMENT SUPPLIER: TESLA, INC. 3500 DEER CREEK RD. PALO ALTO, CA 94304 (650) 681-5000
PROPERTY OWNER: CITY OF SAN FERNANDO	SITE DEVELOPER: THOMAS FOLAN (310) 621-7581 TFOLAN@TESLA.COM
JURISDICTION: CITY OF SAN FERNANDO PUBLIC WORKS 117 N MACNEIL ST. SAN FERNANDO, CA 91340	INSTALLATION MANAGER: ALEX McDONALD (206) 291-8674 ALMCDONALD@TESLA.COM
POWER COMPANY: SOCAL EDISON CORY SKILLERN TEL: (909) 357-6249 CELL: (909) 278-9054 CORY.SKILLERN@SCE.COM	CONSTRUCTION MANAGER: CHIP LEIGH (717) 873-9686 CLEIGH@TESLA.COM
LATITUDE (NAD83): 34°16'53.35" N 34.281487°	PERMITTING SPECIALIST: ALEX McDONALD (206) 291-8674 ALMCDONALD@TESLA.COM
LONGITUDE (NAD83): -118°26'30.04" W -118.441677°	ENGINEER OF RECORD: RAOUL L. WOOD, P.E., LEED AP, CEM (909) 477-1474 RWOOD@MAXGEN.COM
	PROJECT COORDINATOR: SAGE LOPEZ, P.E., DIRECTOR OF ENGINEERING, EVI (714) 454-0018 SLOPEZ@MAXGEN.COM

UNDERGROUND SERVICE ALERT



Know what's below.
Call before you dig.

UNDERGROUND SERVICE ALERT
UTILITY NOTIFICATION CENTER OF CALIFORNIA
811 PR (800) 277-2600

3 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

2017 NATIONAL ELECTRICAL CODE
2019 CALIFORNIA ELECTRICAL CODE
2019 CALIFORNIA BUILDING CODE
2019 CALIFORNIA GREEN BUILDING CODE
2019 CALIFORNIA MECHANICAL CODE
2019 CALIFORNIA PLUMBING CODE

SCOPE OF WORK

- INSTALL (3) TESLA V3 SUPERCHARGER CABINETS
- INSTALL (12) TESLA V3 LLC CHARGING POSTS
- INSTALL (2) TESLA WALL CONNECTORS
- INSTALL (1) MAIN SWITCHGEAR "EV"
- INSTALL (1) UTILITY TRANSFORMER

EROSION CONTROL NOTES:

- EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs) SHALL BE IMPLEMENTED AND MAINTAINED TO MINIMIZE AND/OR PREVENT THE TRANSPORT OF SOIL FROM THE CONSTRUCTION SITE.
- APPROPRIATE BMPs FOR CONSTRUCTION RELATED MATERIALS, WASTES, SPILLS, PR RESIDUES SHALL BE IMPLEMENTED TO ELIMINATE OR REDUCE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJOINING PROPERTIES BY WIND OR RUNOFF.

PROJECT SITE

ATTACHMENT "B"

SAN FERNANDO PUBLIC PARKING LOT 8
1010 CELIS ST.
SAN FERNANDO, CA 91340

PROJECT DEVELOPER



TESLA
3500 DEER CREEK RD.
PALO ALTO, CA 94304
TEL: (650) 681-5000



MAXGEN ENERGY SERVICES
1690 SCENIC AVE.
COSTA MESA, CA 92626
TEL: (714) 908-5266 EXT 225

REVISION		
MARK	DATE	DESCRIPTION
V1	6-3-20	IFP

DRAWN BY: TY
CHECKED BY: RW
SCALE: AS SHOWN
DATE: 6/3/20

SHEET TITLE

TITLE PAGE

SHEET NUMBER

G-1

GENERAL CONSTRUCTION NOTES

1. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THE PLAN ARE BASED ON FIELD SURVEYS AND CITY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY THEIR WORK FORCE.
2. ALL DIMENSIONS, GRADES, AND UTILITY LOCATIONS SHOWN ON THESE PLANS WERE BASED ON A TOPOGRAPHIC SURVEY. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY CONSTRUCTION/PROJECT MANAGER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO INFORMATION SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
3. THE GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE THEMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELF WITH ALL CONTRACT DOCUMENTS, FIELD DOCUMENTS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTION CODES, ORDINANCES AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATION ON THE DRAWINGS.
7. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
10. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
11. THE GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
12. CONSTRUCTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE.
13. THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
14. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
15. THE CONTRACTOR SHALL PERFORM UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
16. THE GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
17. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
18. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
19. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A OT 2-A:10-B:C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
20. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. THE CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.
21. ONLY ITEMS SPECIFICALLY CALLED OUT TO BE REMOVED OR DEMOLISHED SHALL BE AFFECTED. ANY ITEMS INCLUDING, BUT NOT LIMITED TO, CURBS, PAVEMENT, UTILITY ITEMS, LANDSCAPING, ETC. SHALL REMAIN AND BE PROTECTED THROUGHOUT CONSTRUCTION. CONTRACTOR IS RESPONSIBLE TO REPAIR OR REPLACE ANY AFFECTED ITEMS AT OWNERS DISCRETION.

22. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
23. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
24. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.
25. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
26. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.
27. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
28. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
29. THE CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
30. THE CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.
31. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
32. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.
33. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
34. THE CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
35. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
36. FENCE TO BE GRAFFITI RESISTANT AND PAINTED TO THIS SPECIFICATION: SADDLE.

PROPOSED LEGEND			
	SIGN ON POST		CURB
	SIGN ON POST IN BOLLARD		CURB AND GUTTER
	LIGHT POLE		TRANSVERSE STRIPING
	METER		PROPOSED CONCRETE
	CHARGE POST		PROPOSED ASPHALT
	CHARGING CABINET		PROPOSED RIVER ROCK
	QED SWITCHGEAR		WATER MAIN
			WATER LINE
			IRRIGATION LINE
			GAS LINE
			STORM LINE
			SANITARY LINE
			ELECTRIC MAIN
			ELECTRIC LINE
			LIGHT POLE CONDUIT
	PAD MOUNTED EQUIPMENT		
	TRANSFORMER		

EXISTING LEGEND			
	PROPERTY LINE		CATCH BASIN
	RIGHT OF WAY		CURB INLET
	CENTERLINE		STORM MANHOLE
	WATER MAIN		SANITARY MANHOLE
	WATER LINE		UNKNOWN MANHOLE
	IRRIGATION LINE		SANITARY VALVE
	GAS LINE		SEPTIC TANK
	STORM LINE		FIRE HYDRANT
	SANITARY LINE		WATER METER
	OVERHEAD ELECTRIC		WATER VALVE
	ELECTRIC MAIN		SPRINKLER HEAD
	ELECTRIC LINE		WATER MANHOLE
	LIGHT POLE CONDUIT		GAS VALVE
	EXISTING BUILDING		GAS METER
	LIGHT POLE		GAS MANHOLE
	POWER POLE		GAS SERVICE METER
	POWER/TELEPHONE POLE		TELEPHONE PEDESTAL
	LIGHT/TELEPHONE POLE		TELEPHONE MANHOLE
	TELEPHONE POLE		CABLE TV PEDESTAL
	POWER/LIGHT POLE		BOLLARD
	POWER/LIGHT/TELE POLE		SIGN
	UNKNOWN POLE		LUMINESCENT SIGN
	ELECTRIC METER		CLEANOUT
	ELECTRIC MANHOLE		YARD LIGHT
	TRANSFORMER		FLAG POLE
	ELECTRIC PULLBOX		GAS PUMP
			MAIL BOX

PROJECT SITE

SAN FERNANDO PUBLIC PARKING LOT 8
1010 CELIS ST.
SAN FERNANDO, CA 91340

PROJECT DEVELOPER



TESLA
3500 DEER CREEK RD.
PALO ALTO, CA 94304
TEL: (650) 681-5000



MAXGEN ENERGY SERVICES
1690 SCENIC AVE.
COSTA MESA, CA 92626
TEL: (714) 908-5266 EXT 225

REVISION

MARK	DATE	DESCRIPTION
V1	6-3-20	IFP

DRAWN BY: TY
CHECKED BY: RW
SCALE: AS SHOWN
DATE: 6/3/20

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GN-1

GENERAL SITE WORK NOTES CONTINUED

PART 1 - GENERAL

CLEARING, GRUBBING, STRIPPING, EROSION CONTROL, SURVEY, LAYOUT, SUBGRADE PREPARATION AND FINISH GRADING AS REQUIRED TO COMPLETE THE PROPOSED WORK SHOWN IN THESE PLANS.

1.1 REFERENCES:

- A. (STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION-CURRENT EDITION).
- B. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS).
- C. OSHA (OCCUPATION SAFETY AND HEALTH ADMINISTRATION).

1.2 INSPECTION AND TESTING:

- A. FIELD TESTING OF EARTHWORK COMPACTION AND CONCRETE CYLINDERS SHALL BE PERFORMED BY AN INDEPENDENT TESTING LAB. THIS WORK TO BE COORDINATED BY THE CONTRACTOR.
- B. ALL WORK SHALL BE INSPECTED AND RELEASED BY THE GENERAL CONTRACTOR WHO SHALL CARRY OUT THE GENERAL INSPECTION OF THE WORK WITH SPECIFIC CONCERN TO PROPER PERFORMANCE OF THE WORK AS SPECIFIED AND/OR CALLED FOR ON THE DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST TIMELY INSPECTIONS PRIOR TO PROCEEDING WITH FURTHER WORK THAT WOULD MAKE PARTS OF WORK INACCESSIBLE OR DIFFICULT TO INSPECT.

1.3 SITE MAINTENANCE AND PROTECTION:

- A. PROVIDE ALL NECESSARY JOB SITE MAINTENANCE FROM COMMENCEMENT OF WORK UNTIL COMPLETION OF THE CONTRACT.
- B. AVOID DAMAGE TO THE SITE AND TO EXISTING FACILITIES, STRUCTURES, TREES, AND SHRUBS DESIGNATED TO REMAIN. TAKE PROTECTIVE MEASURES TO PREVENT EXISTING FACILITIES THAT ARE NOT DESIGNATED FOR REMOVAL FROM BEING DAMAGED BY THE WORK.
- C. KEEP SITE FREE OF ALL PONDING WATER.
- D. PROVIDE EROSION CONTROL MEASURES IN ACCORDANCE WITH STATE DOT, LOCAL PERMITTING AGENCY AND EPA REQUIREMENTS.
- E. PROVIDE AND MAINTAIN ALL TEMPORARY FENCING, BARRICADES, WARNING SIGNALS AND SIMILAR DEVICES NECESSARY TO PROTECT AGAINST THEFT FROM PROPERTY DURING THE ENTIRE PERIOD OF CONSTRUCTION. REMOVE ALL SUCH DEVICES UPON COMPLETION OF THE WORK.
- F. EXISTING UTILITIES: DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED BY THE OWNER OR OTHERS, EXCEPT WHEN PERMITTED IN WRITING BY THE CONSTRUCTION MANAGER AND THEN ONLY AFTER ACCEPTABLE TEMPORARY UTILITY SERVICES HAVE BEEN PROVIDED.
- G. PROVIDE A MINIMUM 72-HOUR NOTICE TO THE CONSTRUCTION MANAGER AND RECEIVE WRITTEN NOTICE TO PROCEED BEFORE INTERRUPTING ANY UTILITY SERVICE.

PART 2 - PRODUCTS

2.1 GRANULAR BACKFILL: SHALL MEET THE FOLLOWING GRADATION:

2.2 GRANULAR BEDDING AND TRENCH BACKFILL: WELL-GRADED SAND MEETING THE GRADATION REQUIREMENTS OF ASTM D2487 (SE OR SW-SM).

2.3 UNSUITABLE MATERIAL: HIGH AND MODERATELY PLASTICS SILTS AND CLAYS (LL>45). MATERIAL CONTAINING REFUSE, FROZEN LUMPS, DEMOLISHED BITUMINOUS MATERIAL, VEGETATIVE MATTER, WOOD, STONES IN EXCESS OF 3 INCHES IN ANY DIMENSION, AND DEBRIS AS DETERMINED BY THE CONSTRUCTION MANAGER. TYPICAL THESE WILL BE SOILS CLASSIFIED BY ASTM AS PT, MH, CH, OH, ML, AND OL.

SIEVE SIZE TOTAL PERCENT PASSING	
1 1/2 INCH (37.5 MM)	100
1 INCH (25.0 MM)	75 TO 100
3/4 INCH (19.00 MM)	80 TO 100
3/8 INCH (9.5 MM)	35 TO 75
NO. 4 (4.75 MM)	35 TO 60
NO. 30 (0.600 MM)	7 TO 30
NO. 200 (0.75 MM)	3 TO 15

PART 3 - EXECUTION

3.1 GENERAL:

- A. BEFORE STARTING GENERAL SITE PREPARATION ACTIVITIES, INSTALL EROSION AND SEDIMENT CONTROL MEASURES. THE WORK AREA SHALL BE CONSTRUCTED AND MAINTAINED IN SUCH CONDITION THAT IN THE EVENT OF RAIN THE SITE WILL BE DRAINED AT ALL TIMES.
- B. BEFORE ALL SURVEY, LAYOUT, STAKING, AND MARKING, ESTABLISH AND MAINTAIN ALL LINES, GRADES, ELEVATIONS AND BENCHMARKS NEEDED FOR EXECUTION OF THE WORK.
- C. CLEAR AND GRUB THE AREA WITHIN THE LIMITS OF THE SITE. REMOVE TREES, BRUSH, STUMPS, RUBBISH AND OTHER DEBRIS AND VEGETATION RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE SITE AREA TO BE CLEARED.
- D. REMOVE THE FOLLOWING MATERIALS TO A DEPTH OF NO LESS THAN 12 INCHES BELOW THE ORIGINAL GROUND SURFACE: ROOTS, STUMPS, AND OTHER DEBRIS, BRUSH, AND REFUSE EMBEDDED IN OR PROTRUDING THROUGH THE GROUND SURFACE, RAKE, DISK OR PLOW THE AREA TO A DEPTH OF NO LESS THAN 6 INCHES, AND REMOVE TO A DEPTH OF 12 INCHES ALL ROOTS AND OTHER DEBRIS THEREBY EXPOSED.
- E. REMOVE TOPSOIL MATERIAL COMPLETELY FROM THE SURFACE UNTIL THE SOIL NO LONGER MEETS THE DEFINITION OF TOPSOIL. AVOID MIXING TOPSOIL WITH SUBSOIL OR OTHER UNDESIRABLE MATERIALS.
- F. EXCEPT WHERE EXCAVATION TO GREATER DEPTH IS INDICATED, FILL DEPRESSIONS RESULTING FROM CLEARING, GRUBBING AND DEMOLITION WORK COMPLETELY WITH SUITABLE FILL.
- G. REMOVE FROM THE SITE AND DISPOSE IN AN AUTHORIZED LANDFILL ALL DEBRIS RESULTING FROM CLEARING AND GRUBBING OPERATIONS. BURNING WILL NOT BE PERMITTED.
- H. PRIOR TO EXCAVATING, THOROUGHLY EXAMINE THE AREA TO BE EXCAVATED AND/OR TRENCHED TO VERIFY THE LOCATIONS OF FEATURES INDICATED ON THE DRAWINGS AND TO ASCERTAIN THE EXISTENCE AND LOCATION OF ANY STRUCTURE, UNDERGROUND STRUCTURE, OR OTHER ITEM NOT SHOWN THAT MIGHT INTERFERE WITH THE PROPOSED CONSTRUCTION. NOTIFY THE CONSTRUCTION MANAGER OF ANY OBSTRUCTIONS THAT WILL PREVENT ACCOMPLISHMENT OF THE WORK AS INDICATED ON THE DRAWINGS.
- I. SEPARATE AND STOCK PILE ALL EXCAVATED MATERIALS SUITABLE FOR BACKFILL. ALL EXCESS EXCAVATED AND UNSUITABLE MATERIALS SHALL BE DISPOSED OF OFF-SITE IN A LEGAL MANNER.
- J. DURING EXCAVATION, THE CONTRACTOR SHALL PROVIDE SHORING, SHEETING, AND BRACING AS REQUIRED TO PREVENT CAVING OR SLOUGHING OF EXCAVATION.
- K. THE BASE OF ALL FOUNDATION EXCAVATIONS SHOULD BE FREE OF WATER AND LOOSE SOIL PRIOR TO PLACING CONCRETE. CONCRETE SHOULD BE PLACED AS SOON AS POSSIBLE AFTER EXCAVATING TO MINIMIZE BEARING SOIL DISTURBANCE. SHOULD THE SOILS AT BEARING LEVEL BECOME EXCESSIVELY DRY, SATURATED, DISTURBED OR OTHERWISE ALTERED, THE AFFECTED SOIL SHOULD BE REMOVED PRIOR TO PLACING CONCRETE.

3.2 BACKFILL:

- A. AS SOON AS PRACTICAL, AFTER COMPLETING CONSTRUCTION OF THE RELATED STRUCTURE,INCLUDING EXPIRATION OF THE SPECIFIED MINIMUM CURING PERIOD FOR CAST-IN-PLACE CONCRETE, BACKFILL THE EXCAVATION WITH APPROVED MATERIAL TO RESTORE THE REQUIRED FINISHED GRADE.
- B. PRIOR TO PLACING BACKFILL AROUND STRUCTURES, ALL FORMS SHALL BE REMOVED AND THE EXCAVATION CLEANED OF ALL TRASH, DEBRIS, AND UNSUITABLE MATERIALS.
- C. DO NOT PLACE FROZEN MATERIAL IN AS BACKFILL.
- D. BACKFILL BY PLACING AND COMPACTING SUITABLE BACKFILL MATERIAL OR SELECT GRANULAR BACKFILL MATERIAL WHEN REQUIRED IN UNIFORM HORIZONTAL LAYERS OF NO GREATER THAN 8-INCHES LOOSE THICKNESS AND COMPACTED. WHERE HAND OPERATED COMPACTORS ARE USED, THE FILL MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 4 INCHES IN LOOSE DEPTH AND COMPACTED.
- E. WHENEVER THE DENSITY TESTING INDICATES THAT THE CONTRACTOR HAS NOT OBTAINED THE SPECIFIED DENSITY, THE SUCCEEDING LAYER SHALL NOT BE PLACED UNTIL THE SPECIFICATION REQUIREMENTS ARE MET UNLESS OTHERWISE AUTHORIZED BY THE CONSTRUCTION MANAGER. THE CONTRACTOR SHALL TAKE WHATEVER APPROPRIATE ACTION IS NECESSARY, SUCH AS DISKING AND DRYING, ADDING WATER, OR INCREASING THE COMPACTIVE EFFORT TO MEET THE MINIMUM COMPACTION REQUIREMENTS.
- F. THOROUGHLY COMPACT EACH LAYER OF BACKFILL TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR TEST, ASTM D 698.

3.3 TRENCH EXCAVATION:

- A. UTILITY TRENCHES SHALL BE EXCAVATED TO THE LINES AND GRADES SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE GENERAL CONTRACTOR. PROVIDE SHORING, SHEETING AND BRACING AS REQUIRED TO PREVENT CAVING OR SLOUGHING OF THE TRENCH WALLS.
- B. EXTEND THE TRENCH WIDTH A MINIMUM OF 6 INCHES BEYOND THE OUTSIDE EDGE OF THE

OUTERMOST CONDUIT.

- C. WHEN SOFT YIELDING, OR OTHERWISE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, EXCAVATE THE REQUIRED TRENCH TO A DEPTH OF NO LESS THAN 12 INCHES BELOW THE REQUIRED ELEVATION, THEN BACKFILL WITH 12" OF GRANULAR BEDDING MATERIAL.

3.4 TRENCH BACKFILL:

- A. PROVIDE GRANULAR BEDDING MATERIAL IN ACCORDANCE WITH THE DRAWINGS AND THE UTILITY REQUIREMENTS.
- B. NOTIFY THE GENERAL CONTRACTOR 24 HOURS IN ADVANCE OF BACKFILLING.
- C. CONDUCT UTILITY CHECK TESTS BEFORE BACKFILLING. BACKFILL AND COMPACT TRENCH BEFORE ACCEPTANCE TESTING.
- D. PLACE GRANULAR TRENCH BACKFILL UNIFORMLY ON BOTH SIDES OF THE CONDUITS IN 6-INCH UNCOMPACTED LIFTS UNTIL 12 INCHES OVER THE CONDUITS. SOLIDLY RAM AND TAMP BACKFILL INTO SPACE AROUND CONDUITS.
- E. PROTECT CONDUIT FROM LATERAL MOVEMENT, IMPACT DAMAGE, OR UNBALANCED LOADING.
- F. ABOVE THE CONDUIT EMBEDMENT ZONE, PLACE AND COMPACT SATISFACTORY BACKFILL MATERIAL IN 8-INCH MAXIMUM LOOSE THICKNESS LIFTS TO RESTORE THE REQUIRED FINISHED SURFACE GRADE.
- G. COMPACT FINAL TRENCH BACKFILL TO A DENSITY EQUAL TO OR GREATER THAN THAT OF THE EXISTING UNDISTURBED MATERIAL IMMEDIATELY ADJACENT TO THE TRENCH BUT NO LESS THAN A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR TEST, ASTM D 698.

3.5 FINISH GRADING:

- A. PERFORM ALL GRADING TO PROVIDE POSITIVE DRAINAGE AWAY FROM STRUCTURES AND SMOOTH, EVEN SURFACE DRAINAGE OF THE ENTIRE AREA WITHIN THE LIMITS OF CONSTRUCTION. GRADING SHALL BE COMPATIBLE WITH ALL SURROUNDING TOPOGRAPHY AND STRUCTURES.
- B. UTILIZE SATISFACTORY FILL MATERIAL RESULTING FROM THE EXCAVATION WORK IN THE CONSTRUCTION OF FILLS, EMBANKMENTS AND FOR REPLACEMENT OF REMOVED UNSUITABLE MATERIALS.
- C. REPAIR ALL ACCESS ROADS AND SURROUNDING AREAS USED DURING THE COURSE OF THIS WORK TO THEIR ORIGINAL CONDITION.
- D. CONTRACTOR TO GRADE SITE TO DRAIN AND NOT POND WATER.

3.6 ASPHALT PAVING:

- A. CONTRACTOR RESPONSIBLE FOR RE-STRIPING AND APPLYING SEALCOATING PER LOCAL DOT SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED.

SIGN POST NOTES.

1. ACCEPTABLE COLOR SUBSTITUTIONS:
2. OTHER ACCEPTABLE COLORS CAN BE FOUND ON ENCYCOLORPEDIA.COM
3. CONTRACTOR SHALL COORDINATE WITH CITY WHEN SPECIAL JURISDICTIONAL/CITY REQUESTS ARE NECESSARY FOR ANY SIGN POST INSTALLATIONS, I.E. POST MATERIAL, PAINT COLORS, HARDWARE, ETC. CONTRACTOR IS RESPONSIBLE FOR ENSURING CITY APPROVES ALL MATERIALS PRIOR TO INSTALLATION.

PAINT COLOR SUBSTITUTIONS	
BRAND	COLOR
PANTONE	COOL GRAY #7 #a6a19e
BENJAMIN MOORE	FUSION / Af-675 #A6a3a1
BEHR	EQUINOX FF31-1 #9fa29d
SHERWIN - WILLIAMS	STAMPED CONCRETE - 7655 #a2a29b
VALSPAR	STONE MASON GRAY #a19c99

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PALO ALTO, CA 94304
TEL: (650) 681-5000



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1690 SCENIC AVE.
COSTA MESA, CA 92626
TEL: (714) 908-5266 EXT 225

REVISION		
MARK	DATE	DESCRIPTION
V1	6-3-20	IFP

DRAWN BY: TY
CHECKED BY: RW
SCALE: AS SHOWN
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SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GN-2

LANDSCAPE/IRRIGATION NOTES

1. ALL DISTURBED AREAS THAT ARE NOT TO BE PAVED OR MULCHED SHALL BE GRADED TO MATCH EXISTING CONDITIONS AND SODDED AT A 3:1 MAXIMUM SLOPE.
2. SOD SHALL BE SELECTED PER ZONE AND MATCHED TO EXISTING SITE. SOD SHALL BE A FIRST GRADE CERTIFIED BLEND CONTAINING NO MORE THAN 30 PERCENT OF OTHER GRASSES AND CLOVERS, AND FREE FROM ALL NOXIOUS WEEDS. ZONES 3, 4 & 5: APPROVED BLUE GRASS BLEND ZONE 6: APPROVED FESCUE BLEND ZONES 7 & 8: APPROVED BERMUDA BLEND ZONES 9 & 10: APPROVED ST AUGUSTINE FLORATAM BLEND
3. ALL DISTURBED AND PROPOSED LANDSCAPE AREAS SHALL RECEIVE 3" OF DOUBLE SHREDDDED MULCH TO MATCH EXISTING CONDITIONS.
4. PLANT GUARANTEE (IF APPLICABLE); CONTRACTOR SHALL GUARANTEE ALL PLANTS FOR A PERIOD OF ONE (1) YEAR FROM DATE OF PROJECT ACCEPTANCE BY THE OWNER.
5. IRRIGATION RELOCATION: CONTRACTOR FIELD VERIFY IF EXISTING IRRIGATION IS PRESENT, DETERMINE POINT OF CONNECTION, SYSTEM PRESSURE, FIXTURE TYPES, AND POTENTIAL FOR EXPANSION. IF FOUND THAT THE EXISTING IRRIGATION SYSTEM IS CAPABLE OF EXPANSION AND REUSE THAN IT SHALL BE MODIFIED TO PROVIDE 100% COVERAGE OF THE LANDSCAPE AREA. IF THE EXISTING IRRIGATION SYSTEM IS NOT CAPABLE OF EXPANSION, CONTRACTOR TO INSTALL A NEW CONTROLLER, BOOSTER PUMP, AND OTHER APPARATUSES NEEDED FOR A COMPLETE IRRIGATION SYSTEM. IRRIGATED AREAS SHALL BE IRRIGATED BY DRIP IRRIGATION OR SIMILAR FIXTURES BY THE SAME SUPPLIER. CONTRACTOR SHALL ENSURE BUILDING WALLS AND WINDOWS WILL NOT BE DAMAGED OR STAINED BY IMPROPER IRRIGATION INSTALLATION OR POOR SELECTION OF FIXTURES. SYSTEM SHALL INCLUDE ALL SPRINKLER FIXTURES, DRIP TUBING, PIPING, VALVES, WIRING AND CONTROLS TO PROVIDE A COMPLETE FUNCTIONAL SYSTEM THAT SHALL COMPLY WITH CITY CODE. PRIOR TO UPDATING THE IRRIGATION SYSTEM, A CERTIFIED IRRIGATION DESIGNER SHALL PROVIDE SHOP DRAWINGS TO ENGINEER FOR APPROVAL. UPON APPROVAL OF SHOP DRAWINGS, THE UPDATED IRRIGATION SYSTEM SHALL BE APPROVED BY OWNER FOR FINAL ACCEPTANCE.

FENCING NOTES

1. ROUND STEEL PIPE AND RAIL: SCHEDULE 40 STANDARD WEIGHT PIPE, IN ACCORDANCE WITH ASTM F1083, 1.8 oz/ft2 (550 g/m2) HOT DIP GALVANIZED ZINC EXTERIOR AND 1.8 oz/ft2 (550 g/m2) HOT DIP GALVANIZED ZINC INTERIOR COATING. REGULAR GRADE: MINIMUM STEEL YIELD STRENGTH 30,000 PSI (205 MPa).
2. TENSION AND BRACE BANDS: GALVANIZED PRESSED STEEL COMPLYING WITH ASTM F626, MINIMUM STEEL THICKNESS OF 12 GAUGE (0.105 IN.) (2.67 MM), MINIMUM WIDTH OF 3/4 IN. (19 mm) AND MINIMUM ZINC COATING OF 1.20 oz/ft² (366 g/m²). SECURE BANDS WITH 5/16 IN. (7.94 mm) GALVANIZED STEEL CARRIAGE BOLTS.
3. TERMINAL POST CAPS, LINE POST LOOP TOPS, RAIL AND BRACE ENDS, BOULEVARD CLAMPS, RAIL SLEEVES: IN COMPLIANCE TO ASTM F626, PRESSED STEEL GALVANIZED AFTER FABRICATION HAVING A MINIMUM ZINC COATING OF 1.20 oz/ft² (366 g/m²).
4. BOLTS: CARRIAGE BOLTS USED FOR FITTINGS SHALL BE INSTALLED WITH THE HEAD ON THE SECURE SIDE OF THE FENCE. ALL BOLTS SHALL BE PEENED OVER TO PREVENT REMOVAL OF THE NUT.

PAVEMENT MARKING NOTES

1. THE WORDS "NO PARKING SHALL BE PAINTED ON THE SURFACE WITHIN EACH ACCESS AISLE IN LETTERS A MINIMUM OF 12 INCHES (305 MM) IN HEIGHT AND LOCATED TO BE VISIBLE FROMTHE ADJACENT VEHICULAR WAY.
2. EVCS VEHICLE SPACES SHALL PROVIDE SURFACE MARKING STATING "EV CHARGING ONLY" IN LETTERS 12 INCHES (305 MM) FROM THE CENTERLINE OF THE VEHICLE SPACE AND ITS LOWER CORNER AT, OR LOWER SIDE ALIGNED WITH, THE END OF THE PARKING SPACE LENGTH.

PROJECT SITE

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SAN FERNANDO, CA 91340

PROJECT DEVELOPER



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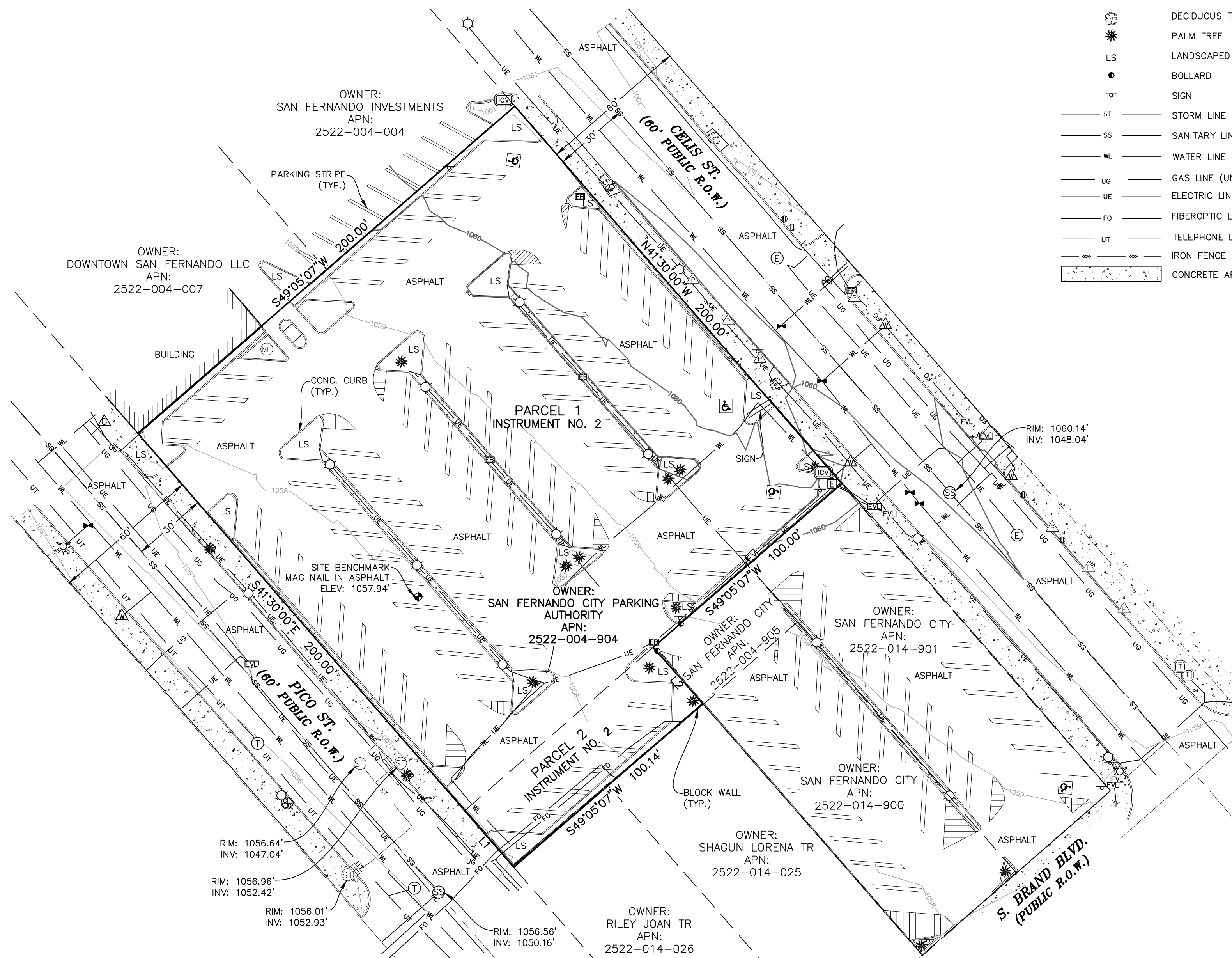
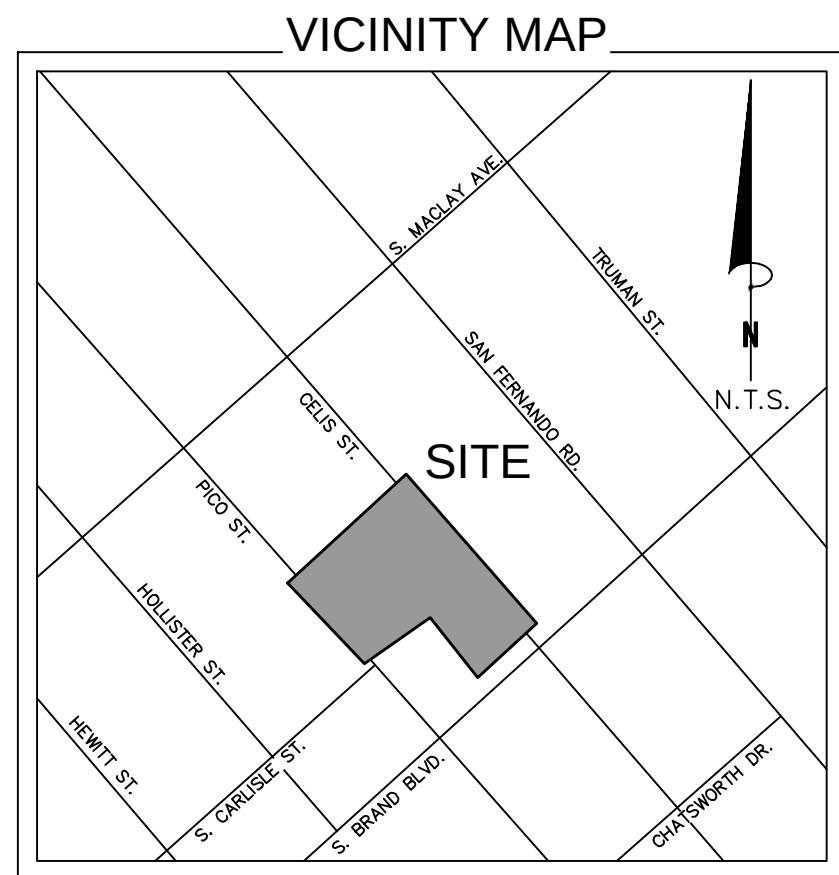
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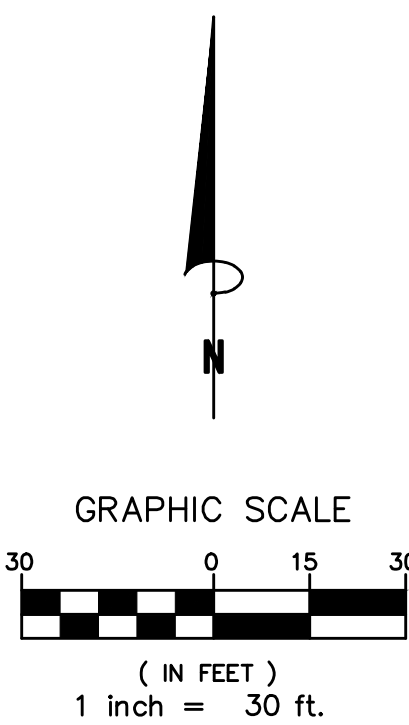
GENERAL NOTES

SHEET NUMBER

GN-3



LINE	BEARING	DISTANCE
L1	S40°54'53"E	30.00'
L2	N41°11'11"W	30.47'



	SITE BENCHMARK
	SANITARY MANHOLE
	CLEANOUT
	STORM MANHOLE
	STORM INLET (RECTANGLE)
	FIRE HYDRANT
	WATER VALVE
	IRRIGATION CONTROL VALVE
	WATER METER
	LIGHT POLE
	ELECTRIC MANHOLE
	ELECTRIC BOX
	ELECTRIC PEDESTAL
	ELECTRIC VAULT
	ELECTRIC VEHICLE CHARGING STATION
	TELEPHONE MANHOLE
	GAS METER
	GAS VALVE
	UNKNOWN MANHOLE
	HANDICAP PARKING
	TRAFFIC SIGNAL CONTROL BOX
	TRAFFIC DELINEATOR
	PARKING METER
	AIR VACUUM
	DECIDUOUS TREE
	PALM TREE
	LANDSCAPED AREA
	BOLLARD
	SIGN
	STORM LINE (UNDERGROUND)
	SANITARY LINE (UNDERGROUND)
	WATER LINE (UNDERGROUND)
	GAS LINE (UNDERGROUND)
	ELECTRIC LINE (UNDERGROUND)
	FIBEROPTIC LINE (UNDERGROUND)
	TELEPHONE LINE (UNDERGROUND)
	IRON FENCE
	CONCRETE AREA

PARCEL 1:
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 33, 34, 35, 36, 37, 38, 39 and 40 in BLOCK 17, PORTER LAND AND WATER CO.'S RESURVEY OF THE TOWN OF SAN FERNANDO, IN THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGES 65 AND 66 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPTING ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND WATERS AND WATER RIGHTS IN THAT PORTION OF SAID REAL PROPERTY LOCATED MORE THAN 200 FEET BELOW THE NATURAL SURFACE OF THE GROUND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY ON SAID REAL PROPERTY FOR PURPOSE OF ACQUIRING SAID MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND WATERS, AS RESERVED IN THE DEED WHICH RECORDED DECEMBER 14, 1970 AS INSTRUMENT NO. 2, OFFICIAL RECORDS.

PARCEL 2:
A PORTION OF THE NORTHWESTERLY HALF OF CARULUSLE STREET, AS SHOWN ON MAP OF PORTER LAND & WATER COMPANY'S RESURVEY OF THE TOWN OF SAN FERNANDO, IN THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGES 65 AND 66 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, VACATED BY ORDINANCE NO. 58 OF THE BOARD OF TRUSTEES OF SAID CITY, WHICH LIES BETWEEN THE SOUTHEASTERLY PROLONGATION OF THE NORTHEAST AND SOUTHWEST BY LINES OF
EXCEPTING ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND WATERS AND WATER RIGHTS IN THAT PORTION OF SAID REAL PROPERTY LOCATED MORE THAN 200 FEET BELOW THE NATURAL SURFACE OF THE GROUND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY ON SAID REAL PROPERTY FOR PURPOSE OF ACQUIRING SAID MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND WATERS, AS RESERVED IN THE DEED WHICH RECORDED DECEMBER 14, 1970 AS INSTRUMENT NO. 2, OFFICIAL RECORDS.

EXCEPTING THEREFROM:

Item No.

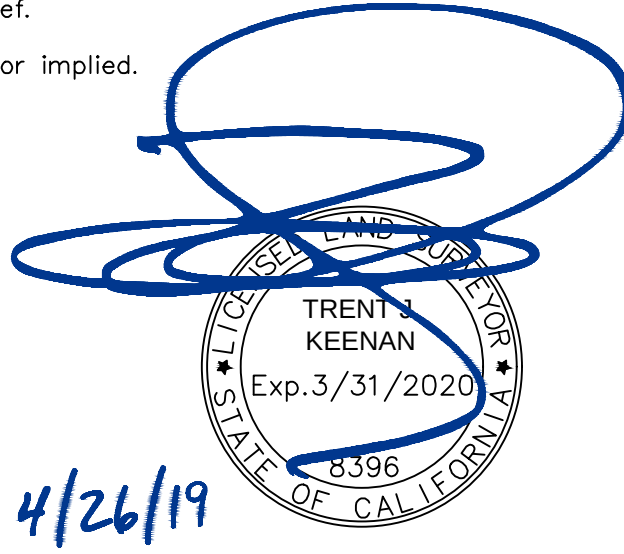
3. Terms and provisions of a lease executed by Parking Authority of the City of San Fernando, a public body corporate and politic, as lessor, and City of San Fernando, as lessee as disclosed by an instrument recorded December 14, 1970 as instrument No. 1970-1254-4 of Official Records.
The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.
-NOT SURVEY RELATED

4. The fact that said land is included within a project area of the City of San Fernando Redevelopment Agency, and the proceedings for the development of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document recorded November 18, 1998 as instrument No. 98-2113154 of Official Records.
-IS LOCATED ON SUBJECT PARCEL, BLANKET IN NATURE.

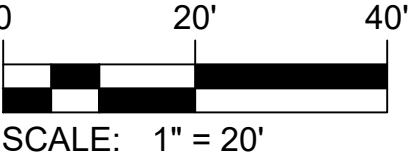
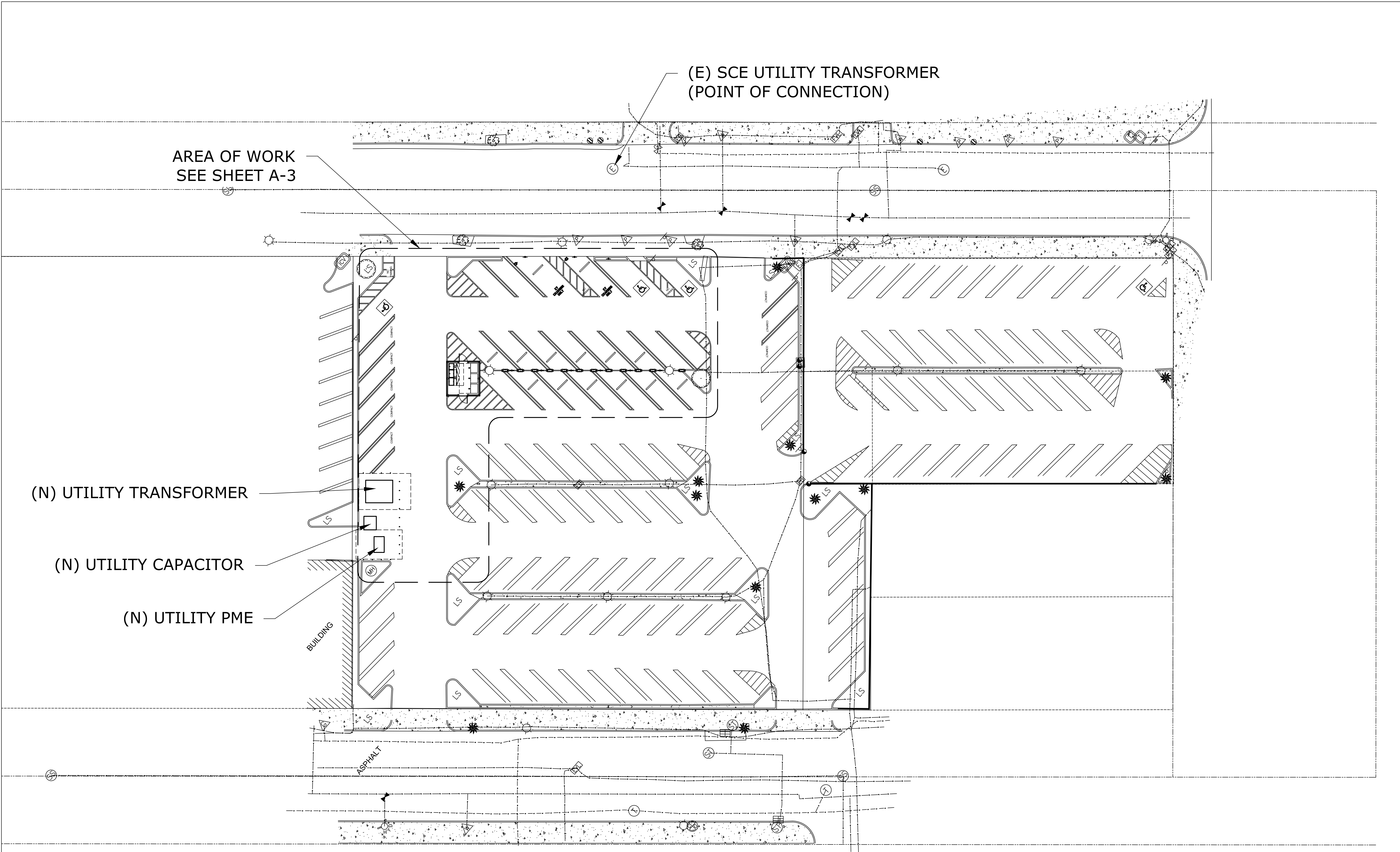
1. This is a topographic map. This is not a boundary survey and is only intended to depict those topographic features or improvements shown. The property lines shown are record lines only and are shown for graphical reference only.
2. Any underground utilities shown have been located from field survey information. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available.
3. FEDERAL EMERGENCY MANAGEMENT AGENCY, FEMA FIRMette published 04/25/2019, referencing Flood Insurance Rate Map, Map Number 06037C1075F effective date 09/26/2008, indicates this parcel of land is located in Zone X (Area of minimal flood hazard).
4. This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership or easements of record. For all information regarding easements, rights of way and title of record, Clark Land Surveying, Inc. relied upon a Search Report, prepared by Stewart Title with an order number of 19000480390, dated April 10, 219.
5. Elevations are based on NAVD 88 datum.
6. BENCHMARK: Mag Nail in Asphalt, as shown. Elevation: 1057.94' (NAVD 88).
7. BASIS OF BEARINGS: Bearings are relative to those shown upon that map Poreter Land and Water Co.'s Resurvey of the Town of San Fernando, according to the map or plot thereof, recorded in Book 34, Page 65 & 66 of the Official Public Records of Los Angeles County, California if rotated 00°35'07" counter-clockwise.
8. Field work for this survey was completed on April 23, 2019.
9. The owner names and tax parcel data shown hereon are based upon the public records available at the original date of this survey. Current ownership and tax parcel data should be verified for accuracy.
10. This site is zoned "SP-4" (Corridors Specific Plan) per City of San Fernando Planning Department.
Building Setbacks: Established per the Development Plan.
No zoning information provided by the client. Zoning setbacks shown hereon are the interpretation of the surveyor. For clarification of exact zoning designations and setback locations, please, contact the City of San Fernando Planning and Zoning Department at (818)898-1227.

On the basis of my knowledge, information and belief, I hereby state and declare that this drawing was prepared under my direct supervision to the standard of care of surveyors practicing in the State of California and that the information shown herein is true and correct to the best of my knowledge and belief.

This statement is neither a warranty nor a guarantee, either expressed or implied.



TOPOGRAPHIC SURVEY PARCEL 1 & 2 OF THAT GRANT DEED AS DESCRIBED IN INSTRUMENT NO. 2 CITY OF SAN FERNANDO, LOS ANGELES COUNTY, CALIFORNIA		Revisions			
Project No.	190354	Drawn By: C8K	Date: 04/26/2019	By	Date
		Checked By: TJK	Sheet 1 of 1		
SITE NAME: San Fernando, CA		No.	Description		



OVERALL SITE PLAN



PROJECT SITE

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SAN FERNANDO, CA 91340

PROJECT DEVELOPER



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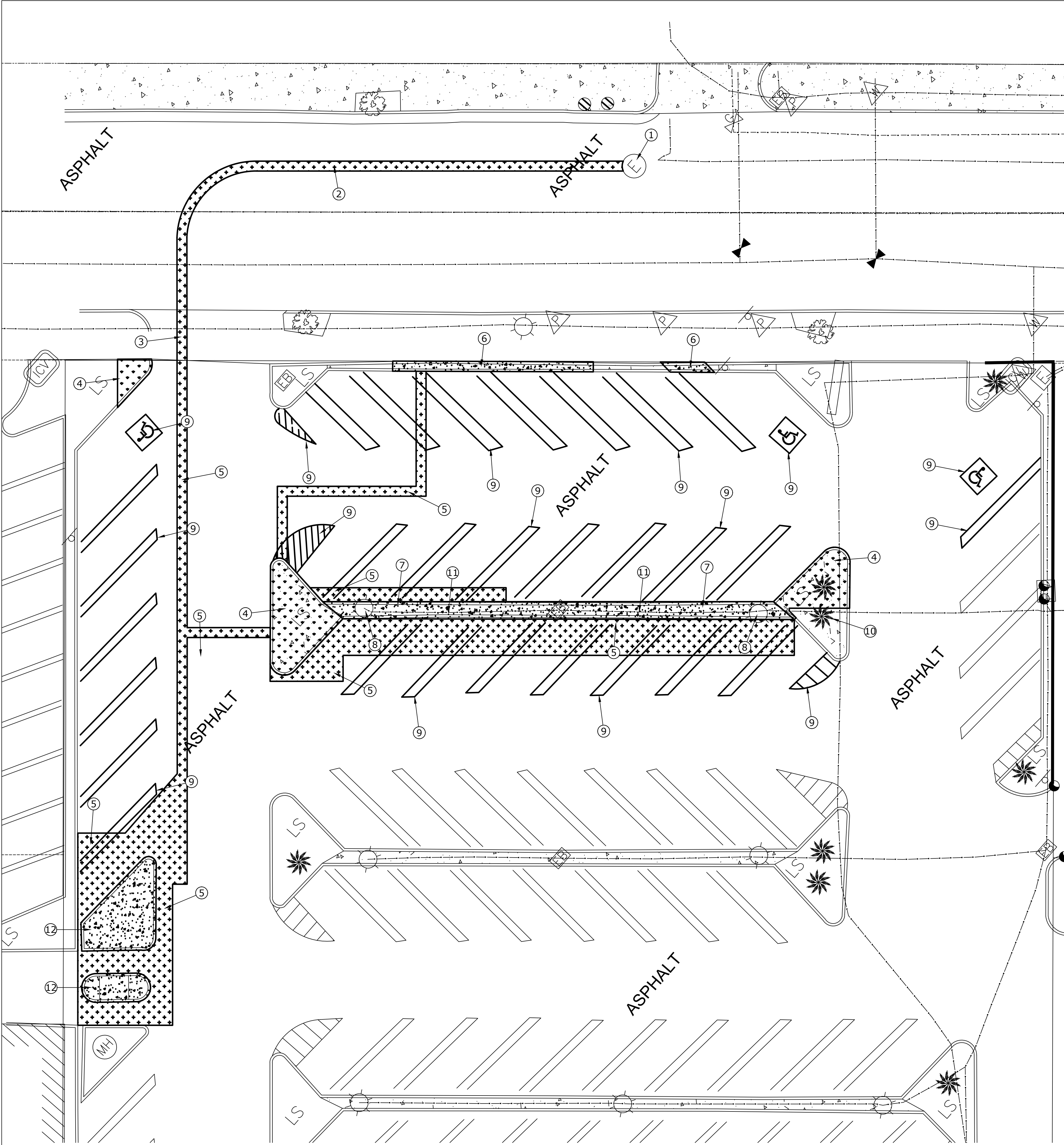
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SHEET TITLE

OVERALL SITE PLAN

SHEET NUMBER

A-1



DEMOLITION SITE PLAN
SCALE: 3/32" = 1'-0"

DEMOLITION KEYNOTES AND LEGEND (#)

- 1 EXISTING UTILITY MANHOLE TO REMAIN AND BE PROTECTED THROUGHOUT CONSTRUCTION.
- 2 EXISTING STREET ASPHALT PAVEMENT TO BE REMOVED.
- 3 EXISTING SIDEWALK TO BE REMOVED.
- 4 EXISTING LANDSCAPE AND/OR CURB TO BE REMOVED.
- 5 EXISTING PARKING ASPHALT PAVEMENT TO BE REMOVED (FINAL LAYOUT TO BE DETERMINE BY CONTRACTOR).
- 6 EXISTING RAISE CONCRETE MARROW MEDIAN TO BE REMOVED AND GRADE TO MATCH EXISTING SIDEWALK GRADE.
- 7 EXISTING CURB DIVIDER TO BE REMOVED.
- 8 EXISTING LIGHT POST TO REMAIN AND BE PROTECTED THROUGHOUT CONSTRUCTION.
- 9 CONTRACTOR SHALL REMOVE ALL EXISTING PAVEMENT MARKINGS WITH SMALL HANDHELD GRINDERS OR SCARIFIERS OR OTHER METHODS, WITH THE APPROVAL OF THE ENGINEER. TAKE CARE DURING MARKING REMOVAL NOT TO SCAR, DISCOLOR, OR OTHERWISE DAMAGE THE PAVEMENT SURFACE. DO NOT OVERPAINT OR USE OTHER METHODS OF COVERING MARKINGS INSTEAD OF REMOVAL. TYPICAL OF WHOLE PARKING AISLE.
- 10 EXISTING TREE TO BE REMOVED.
- 11 EXISTING LIGHTING CONDUIT TO REMAIN AND BE PROTECTED THROUGHOUT CONSTRUCTION.
- 12 EXISTING CONCRETE RAISE ISLAND TO BE REMOVED AND GRADE TO MATCH PARKING GRADE FOR NEW PROPOSED SCE TRANSFORMER AND PME.

- EXISTING LANDSCAPING AND/OR CURB TO BE REMOVED.
- EXISTING ASPHALT TO BE REMOVED.
- EXISTING CONCRETE AND CURB TO BE REMOVED.

GENERAL NOTES:

- CONDUIT RUN CROSSING CELIS STREET IS TO BE PERPENDICULAR TO THE STREET. NO DIAGONAL RUNS.
- CONDUIT RUNS IN THE PARKING LOT ARE TO BE PARALLEL OR PERPENDICULAR TO CELIS STREET. NO DIAGONAL RUNS.

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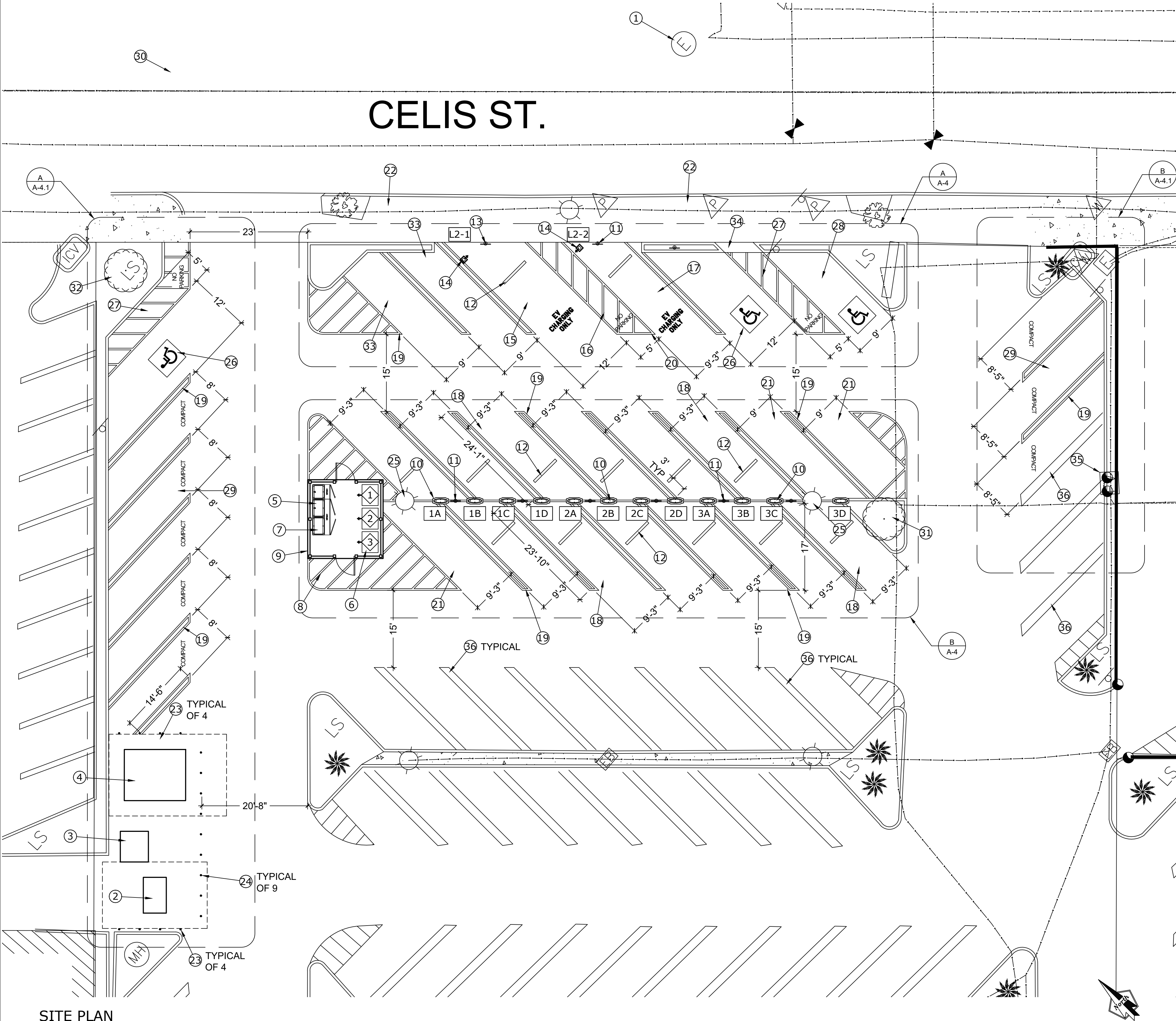
SHEET NUMBER

A-2

SUPERCHARGER & CHARGE POST CIRCUIT SCHEDULE					
SUPERCHARGER	CHARGE POST	DEDICATED/ENABLED	SUPERCHARGER	CHARGE POST	DEDICATED/ENABLED
1	1A	DEDICATED/ADA	3	3A	DEDICATED
	1B	DEDICATED		3B	DEDICATED
	1C	DEDICATED		3C	DEDICATED
	1D	DEDICATED		3D	DEDICATED
2	2A	DEDICATED		L2-1	DEDICATED/ADA
	2B	DEDICATED		L2-2	DEDICATED
	2C	DEDICATED			
	2D	DEDICATED			

TESLA EQUIPMENT SCHEDULE			
TESLA EQUIPMENT	DESCRIPTION	PART NUMBER	QUANTITY
SUPERCHARGER CABINET	V3 SUPERCHARGER CABINET	1450758-00-D	3
PRECAST COMPONENTS	V3 PRECAST FOUNDATION	1507222-00-A	3
CHARGE POST BOLLARDS	250kW SUPERCHARGER POST VER. 3	1088585-00-A	12
PRECAST COMPONENTS	SC (250kW) POST SURFACE MOUNT ASSEMBLY - STEEL CAGE + COVER	1145068-00-A	12

PARKING STALL SCHEDULE	
EXISTING STANDARD STALLS UTILIZED AS A RESULT OF THIS PROJECT	30
EXISTING ADA STALLS	3
PROPOSED TESLA STALLS	14
PROPOSED ADA STALLS	3
PROPOSED STANDARDS STALLS	5
PROPOSED COMPACT STALLS	8
NET STALL COUNT	-3



- CONSTRUCTION KEYNOTES AND LEGEND #
- 1 EXISTING SCE UTILITY MANHOLE.
 - 2 PROPOSED PAD MOUNTED SCE UTILITY PME WITH CLEAR SPACE (BY UTILITY).
 - 3 PROPOSED FUTURE PAD MOUNTED SCE UTILITY CAPACITOR WITH CLEAR SPACE (BY UTILITY).
 - 4 PROPOSED PAD MOUNTED SCE UTILITY TRANSFORMER WITH CLEAR SPACE (BY UTILITY).
 - 5 PROPOSED MAIN SWITCHGEAR "EV".
 - 6 PROPOSED V3 SUPERCHARGER CABINET (TYPICAL OF 3).
 - 7 PROPOSED SITE MASTER CONTROLLER INTEGRAL WITH MAIN SWITCHGEAR "EV".
 - 8 PROPOSED TREX FENCE.
 - 9 PROPOSED CONCRETE PAD FOUNDATION.
 - 10 PROPOSED CHARGE POST PRECAST FOUNDATION (TYPICAL OF 12).
 - 11 PROPOSED DEDICATED NON-ILLUMINATED PARKING SIGN ENCASED WITHIN BOLLARD (TYPICAL OF 14).
 - 12 WHEEL STOP (TYPICAL OF 14).
 - 13 PROPOSED DEDICATED NON-ILLUMINATED PARKING SIGN VAN ACCESSIBLE PARKING SIGN ENCASED WITHIN BOLLARD.
 - 14 PROPOSED PEDESTAL MOUNTED WALL CONNECTED LEVEL 2 CHARGER (TYPICAL OF 2).
 - 15 PROPOSED MIN. 12' VAN ACCESSIBLE STALL.
 - 16 PROPOSED MIN. 5' ACCESS AISLE CONNECTING TO EXISTING SIDEWALK.
 - 17 PROPOSED MIN. 9'-3" STANDARD ACCESSIBLE STALL.
 - 18 PROPOSED MIN. 9'-3" BACK-IN STANDARD EV STALL. TYPICAL FOR PARKING AISLE.
 - 19 PROPOSED PAINTED 4" WIDE SOLID WHITE STRIPE.
 - 20 PROPOSED PAINTED 4" WIDE WHITE TRANSVERSE STRIPING.
 - 21 PROPOSED RESTRIPED BACK-IN STANDARD PARKING STALL (TYPICAL OF 3).
 - 22 EXISTING SIDEWALK.
 - 23 PROPOSED 4"Ø POUR-IN PLACE BOLLARD (TYPICAL OF 8).
 - 24 PROPOSED 4"Ø REMOVABLE BOLLARD (TYPICAL OF 9).
 - 25 EXISTING LIGHT POST.
 - 26 PROPOSED VAN ADA STALL.
 - 27 PROPOSED ADA ACCESS AISLE.
 - 28 PROPOSED RESTRIPE ADA STANDARD STALL.
 - 29 PROPOSED COMPACT STALL (TYPICAL OF 8).
 - 30 PROPOSED UTILITY CONDUIT RUN.
 - 31 PROPOSED (1) 24" BOX COAST LIVE OAK OR AUSTRALIAN WILLOW, AND 5 GAL. PINE MUHLY OR PINK MUHLY GRASS.
 - 32 PROPOSED (1) 24" BOX DESERT MUSEUM PALO VERDE OR GOLDEN RAIN TREE, AND DECOMPOSED GRANITE, COLOR: CALIFORNIA GOLD DC.
 - 33 PROPOSED STANDARD STALL (TYPICAL OF 2).
 - 34 PROPOSED ACCESS ROUTE TO EXISTING SIDEWALK.
 - 35 EXISTING EV CHARGER.
 - 36 EXISTING PARKING STRIPE.

- GENERAL NOTES:
- EXISTING CRACKS IN PARKING LOT SHALL BE BLOWN CLEAN, TREATED WITH HERBICIDE, AND SEAL.
 - EXISTING STRIPING TO BE SANDBLASTED BEFORE STRIPING.
 - BLACKTOP PROJECT AREA PAVEMENT BEFORE STRIPING.
 - ALL STREET AND PARKING LOT ASPHALT CONCRETE (AC) SECTIONS BEING REPLACED ARE TO BE EXISTING THICKNESS PLUS ONE INCH. SEE APWA Std. PLAN NO. 133-3.
 - REPLACE IN KIND ANY DISTURBED EXISTING STRIPING ON CELIS STREET.
 - PROVIDE ANTI-GRAFFITI COATING FOR FENCE ENCLOSURE, ELECTRICAL CABINETS, ETC.

- LEGEND:
- EXISTING STRIPING _____
- NEW STRIPING _____

SITE PLAN
SCALE: 3/32" = 1'-0"

PROJECT SITE

SAN FERNANDO PUBLIC PARKING LOT 8
1010 CELIS ST.
SAN FERNANDO, CA 91340

PROJECT DEVELOPER



TESLA
3500 DEER CREEK RD.
PALO ALTO, CA 94304
TEL: (650) 681-5000



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1690 SCENIC AVE.
COSTA MESA, CA 92626
TEL: (714) 908-5266 EXT 225

REVISION		
MARK	DATE	DESCRIPTION
V1	6-3-20	IFP

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CHECKED BY: RW
SCALE: AS SHOWN
DATE: 6/3/20

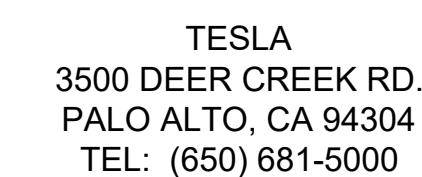
SHEET TITLE

SITE PLAN

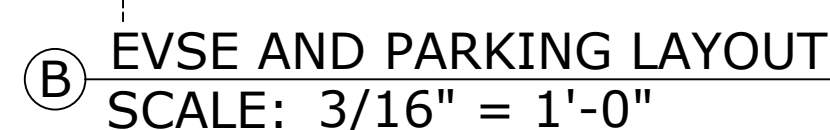
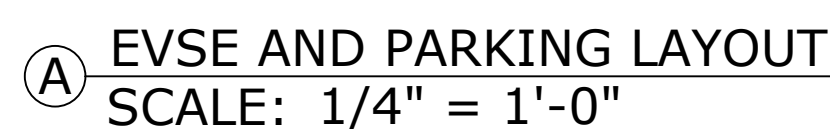
SHEET NUMBER

A-3

PROJECT DEVELOPER



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COSTA MESA, CA 92626
TEL: (714) 908-5266 EXT 225



DRAWN BY:	TY
CHECKED BY:	RW
SCALE:	AS SHOWN
DATE:	6/3/20

SHEET TITLE

ENLARGED PROPOSED EQUIPMENTS
LAYOUT

SHEET NUMBER

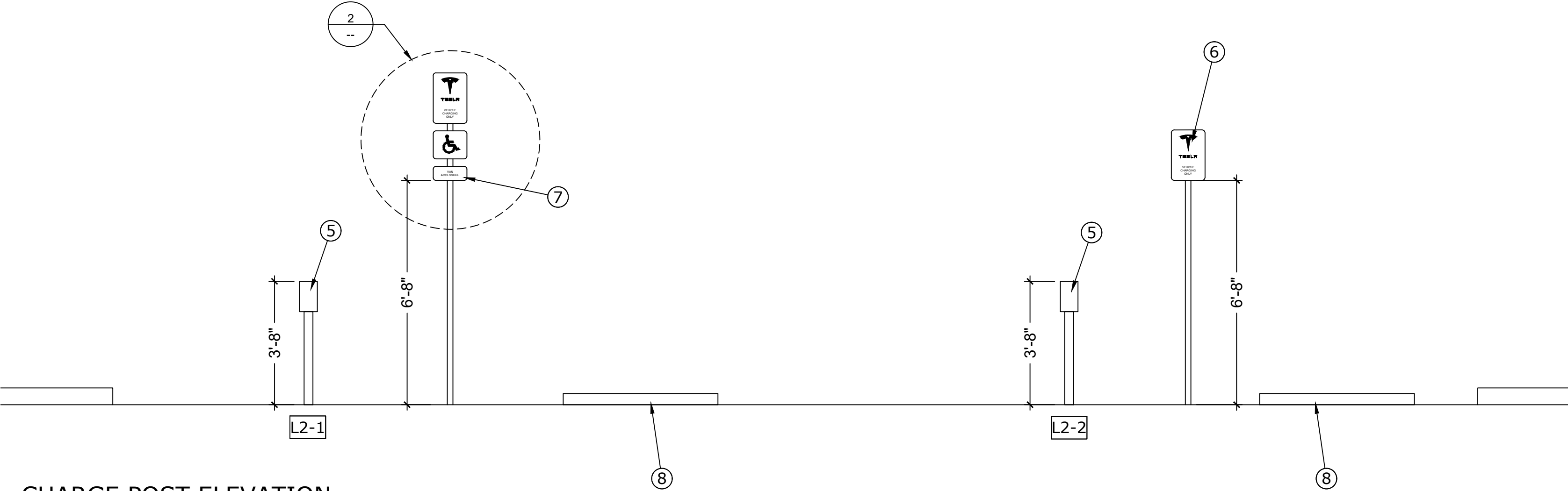
A-4

CONSTRUCTION KEYNOTES AND LEGEND #

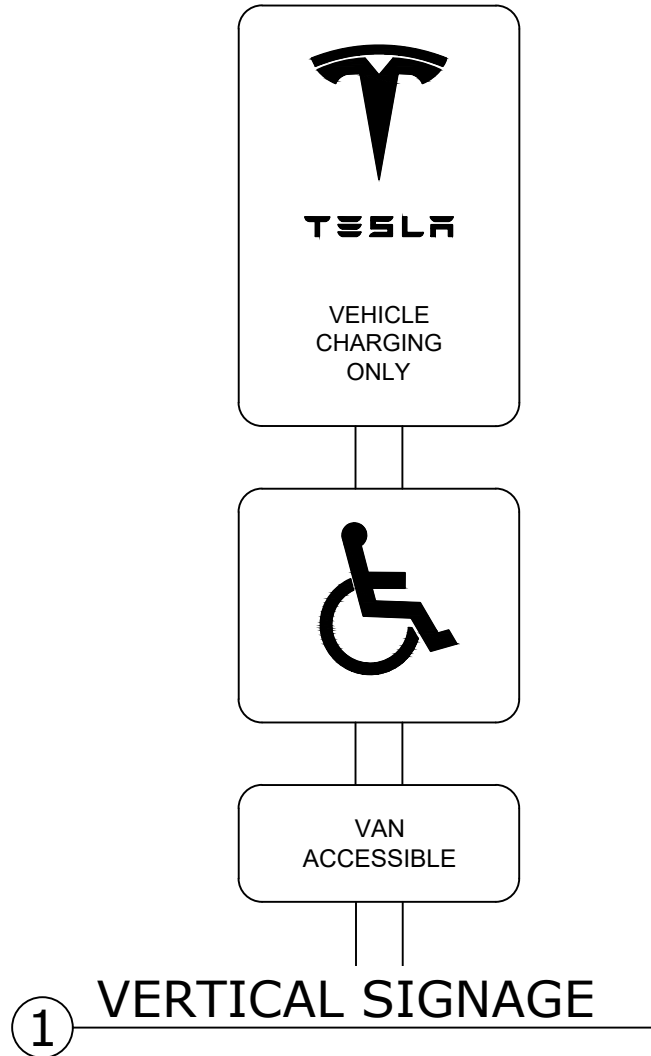
- 1 PROPOSED MAIN SWITCHGEAR "EV".
- 2 PROPOSED SITE MASTER CONTROLLER INTEGRAL WITH MAIN SWITCHGEAR "EV".
- 3 PROPOSED V3 SUPERCHARGER CABINET (TYPICAL OF 3).
- 4 PROPOSED CHARGE POST WITH PRECAST FOUNDATION (TYPICAL OF 12).
- 5 PROPOSED PEDESTAL MOUNTED WALL CONNECTED LEVEL 2 CHARGER (TYPICAL OF 2).
- 6 PROPOSED DEDICATED NON-ILLUMINATED PARKING SIGN (TYPICAL OF 14).
- 7 PROPOSED DEDICATED NON-ILLUMINATED PARKING SIGN VAN ACCESSIBLE PARKING SIGN.
- 8 PROPOSED WHEEL STOP (TYPICAL OF 14).
- 9 PROPOSED TREX FENCE ENCLOSURE.
- 10 EXISTING LIGHT POST.
- 11 PROPOSED ENCLOSURE CONCRETE PAD.
- 12 PROPOSED (1) 24" BOX COAST LIVE OAK OR AUSTRALIAN WILLOW, AND 5 GAL. PINE MUHLY OR PINK MUHLY GRASS.

NOTES:

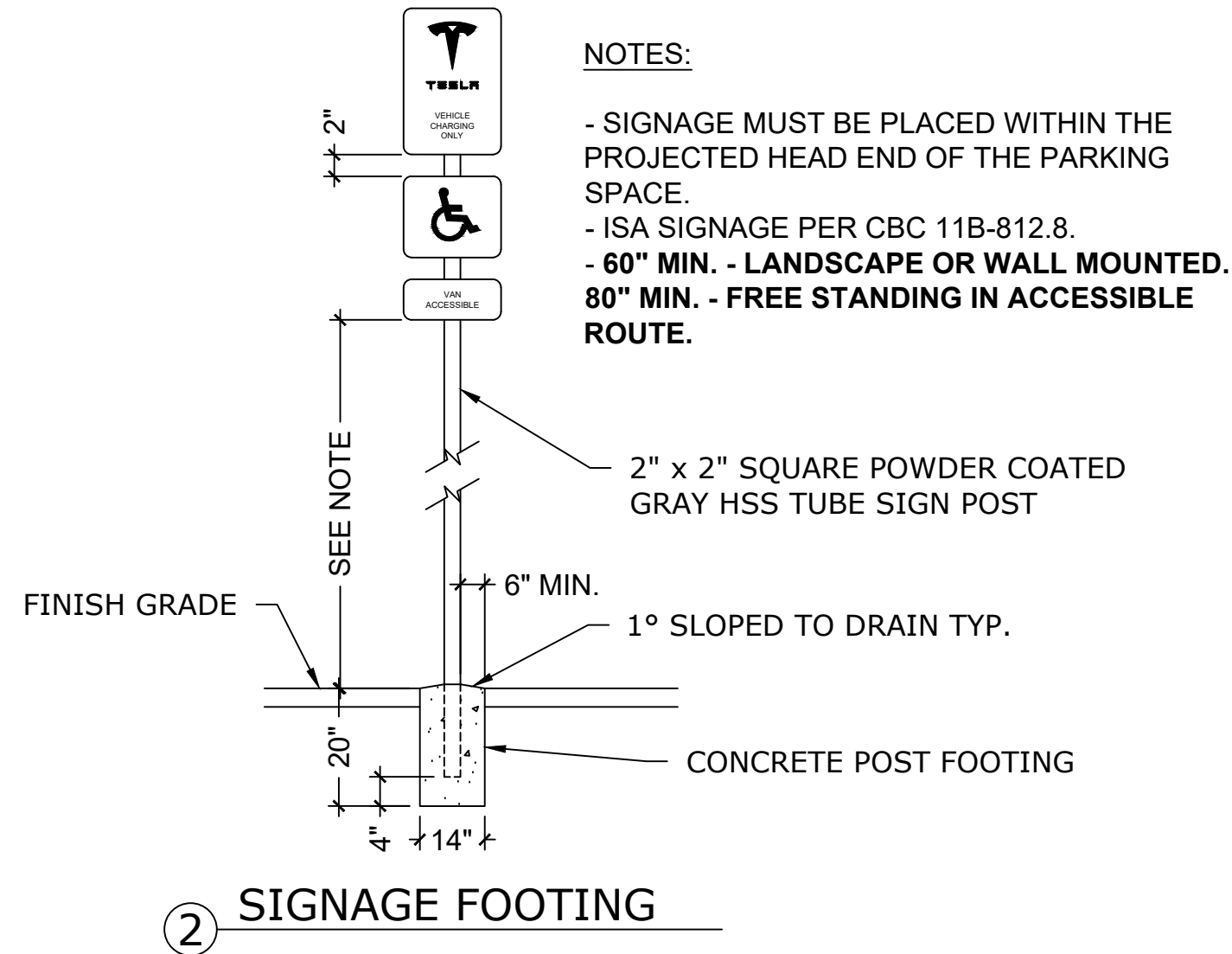
- TREX FENCE SHALL BE PAINTED NATURAL WOOD COLOR.
- FENCE SHALL HAVE ANTI-GRAFFITI COATING.



A CHARGE POST ELEVATION
SCALE: 1/4" = 1'-0"



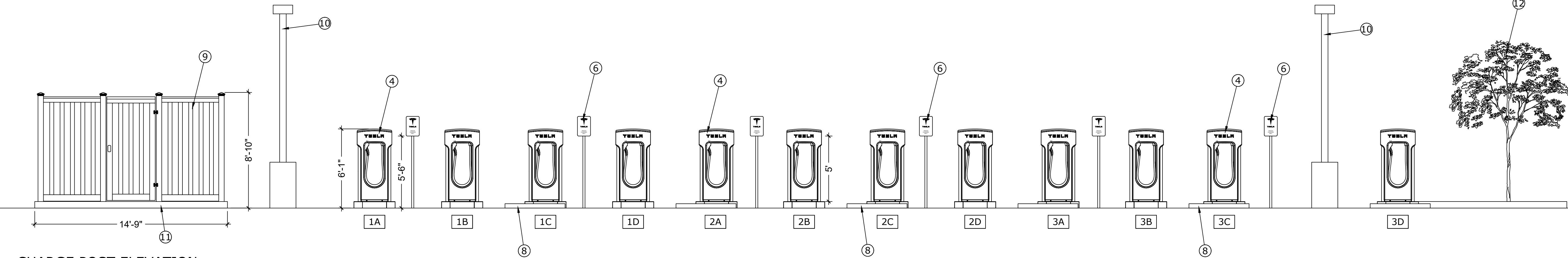
1 VERTICAL SIGNAGE



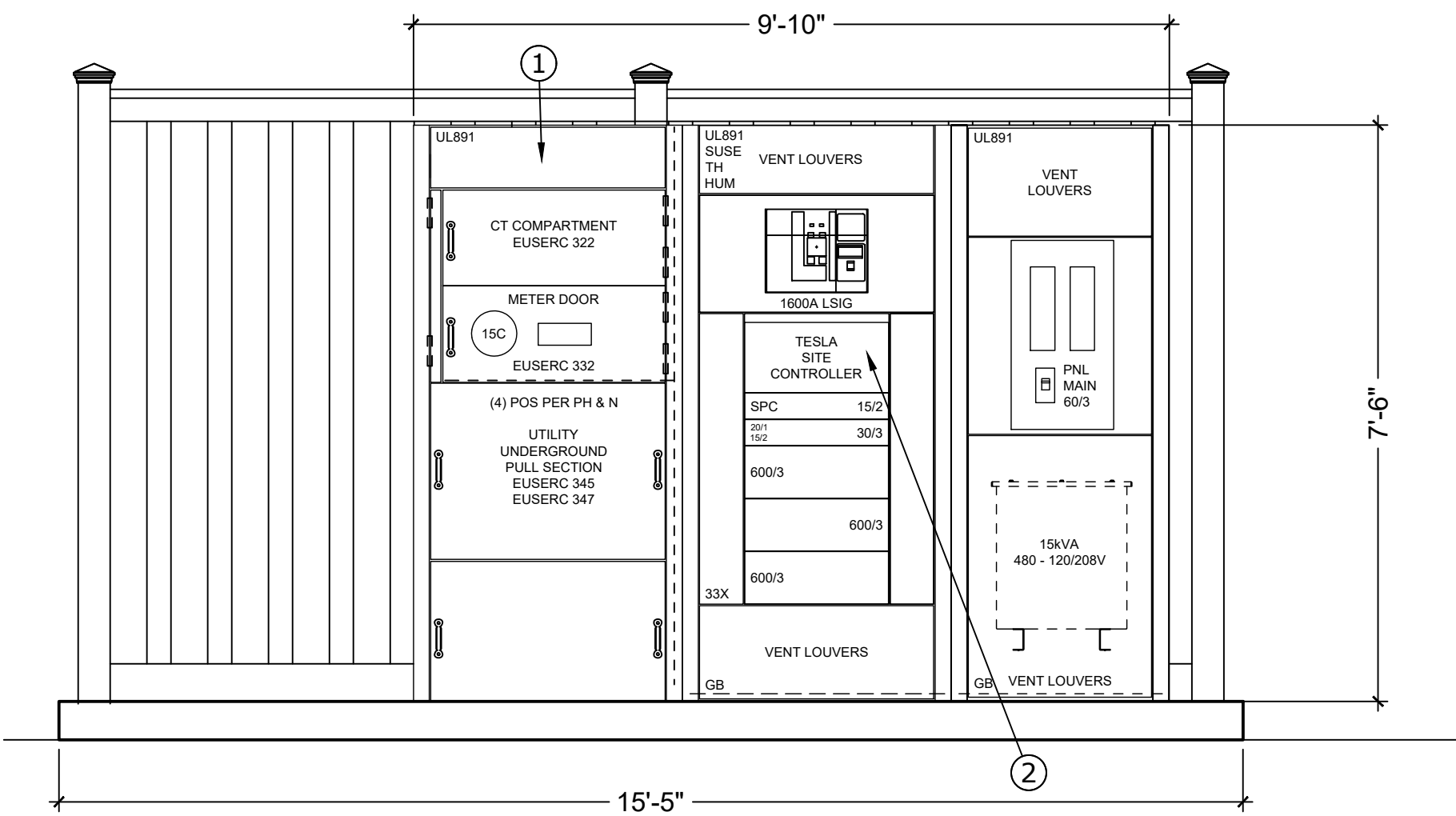
2 SIGNAGE FOOTING

NOTES:

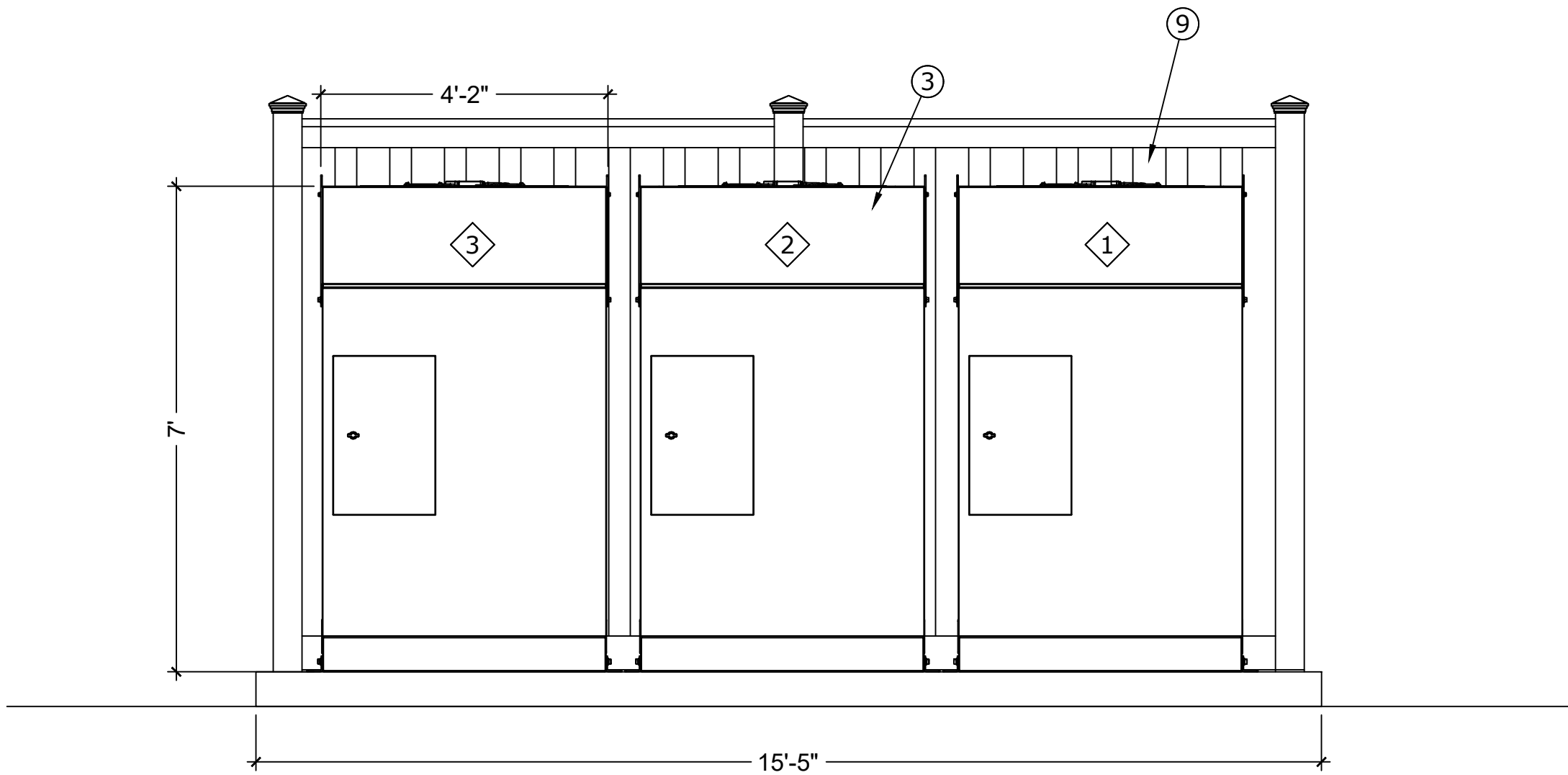
- SIGNAGE MUST BE PLACED WITHIN THE PROJECTED HEAD END OF THE PARKING SPACE.
- ISA SIGNAGE PER CBC 11B-812.8.
- 60" MIN. - LANDSCAPE OR WALL MOUNTED.
- 80" MIN. - FREE STANDING IN ACCESSIBLE ROUTE.



B CHARGE POST ELEVATION
SCALE: 1/4" = 1'-0"



C MAIN SWITCHGEAR "EV" ELEVATION
SCALE: 1/2" = 1'-0"



D SUPERCHARGER CABINET ELEVATION
SCALE: 1/2" = 1'-0"

PROJECT SITE

SAN FERNANDO PUBLIC PARKING LOT 8
1010 CELIS ST.
SAN FERNANDO, CA 91340

PROJECT DEVELOPER



TESLA
3500 DEER CREEK RD.
PALO ALTO, CA 94304
TEL: (650) 681-5000



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COSTA MESA, CA 92626
TEL: (714) 908-5266 EXT 225

REVISION		
MARK	DATE	DESCRIPTION
V1	6-3-20	IFP

DRAWN BY: TY
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SCALE: AS SHOWN
DATE: 6/3/20

SHEET TITLE

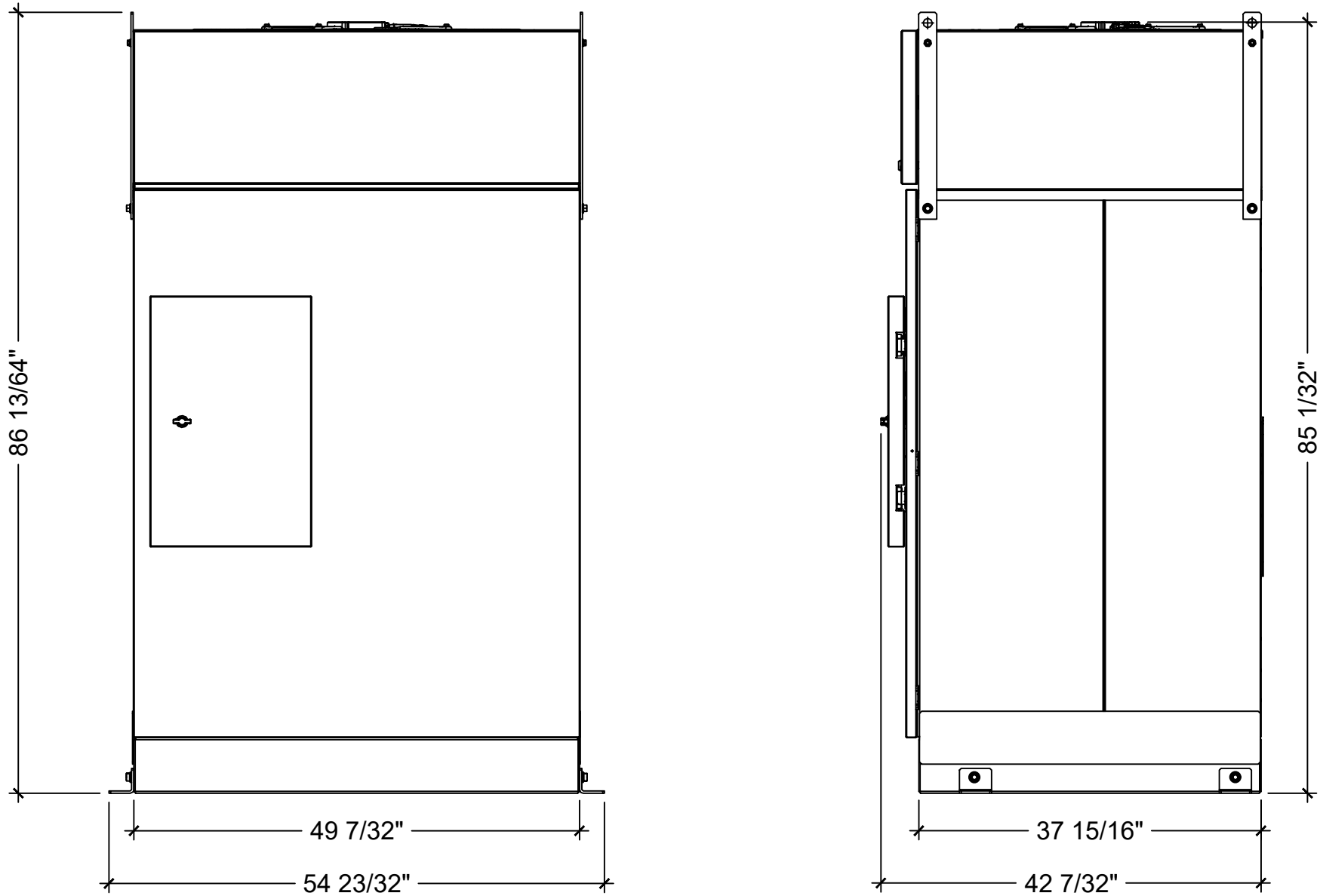
ELEVATION VIEW

SHEET NUMBER

A-5

NOTES:

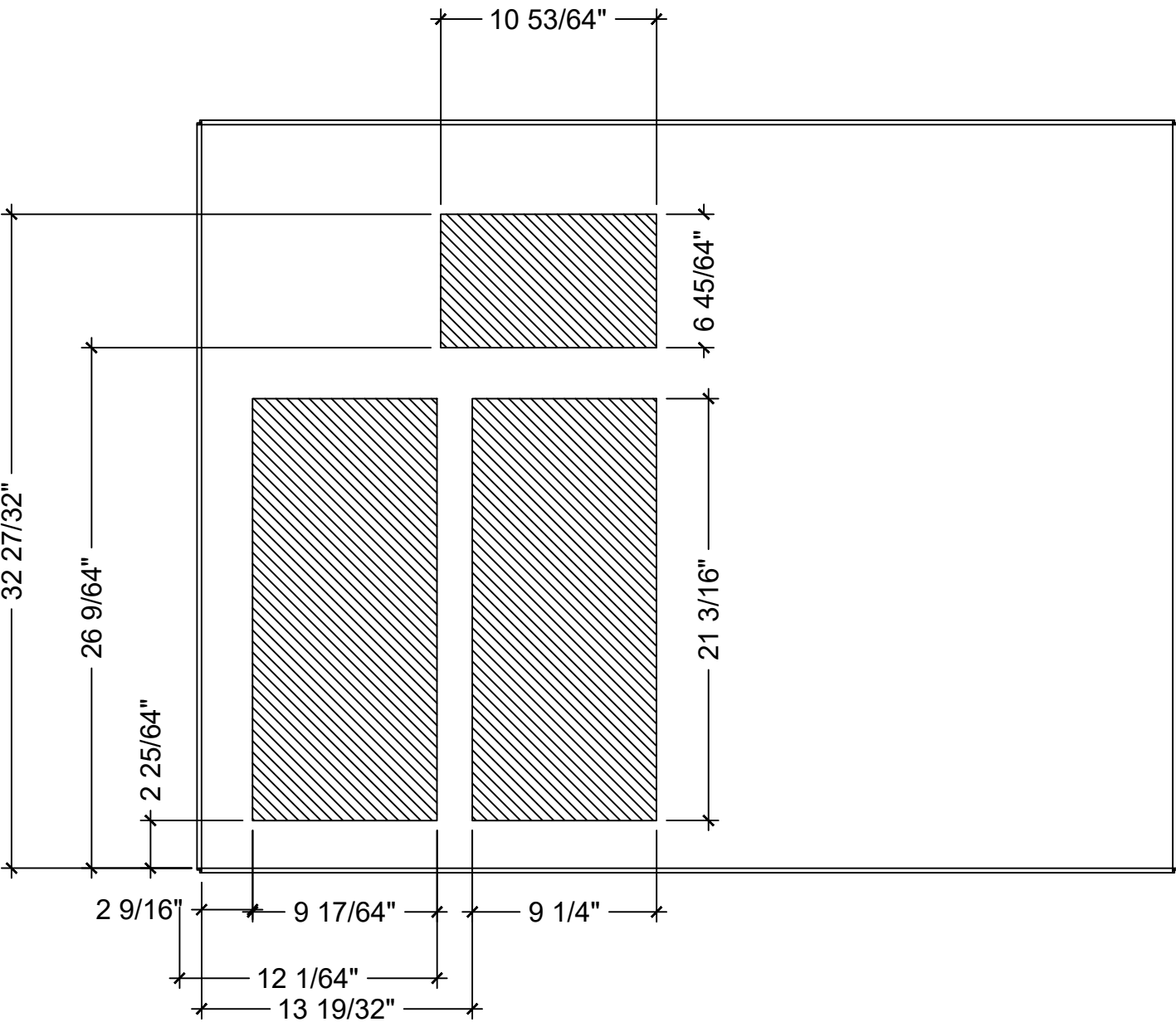
- 1. CABINET SHOULD BE LIFTED USING ROOF MOUNTED EYE HOOKS. A FORKLIFT OR PALLET JACK CAN ALSO BE USED TO MOVE CABINET IF DONE PROPERLY.
- 2. SEE SHEET EN-1 FOR CABINET NOTES.



Ⓐ SUPERCHARGER CABINET DETAIL
SCALE: 3/4" = 1'-0"

NOTES:

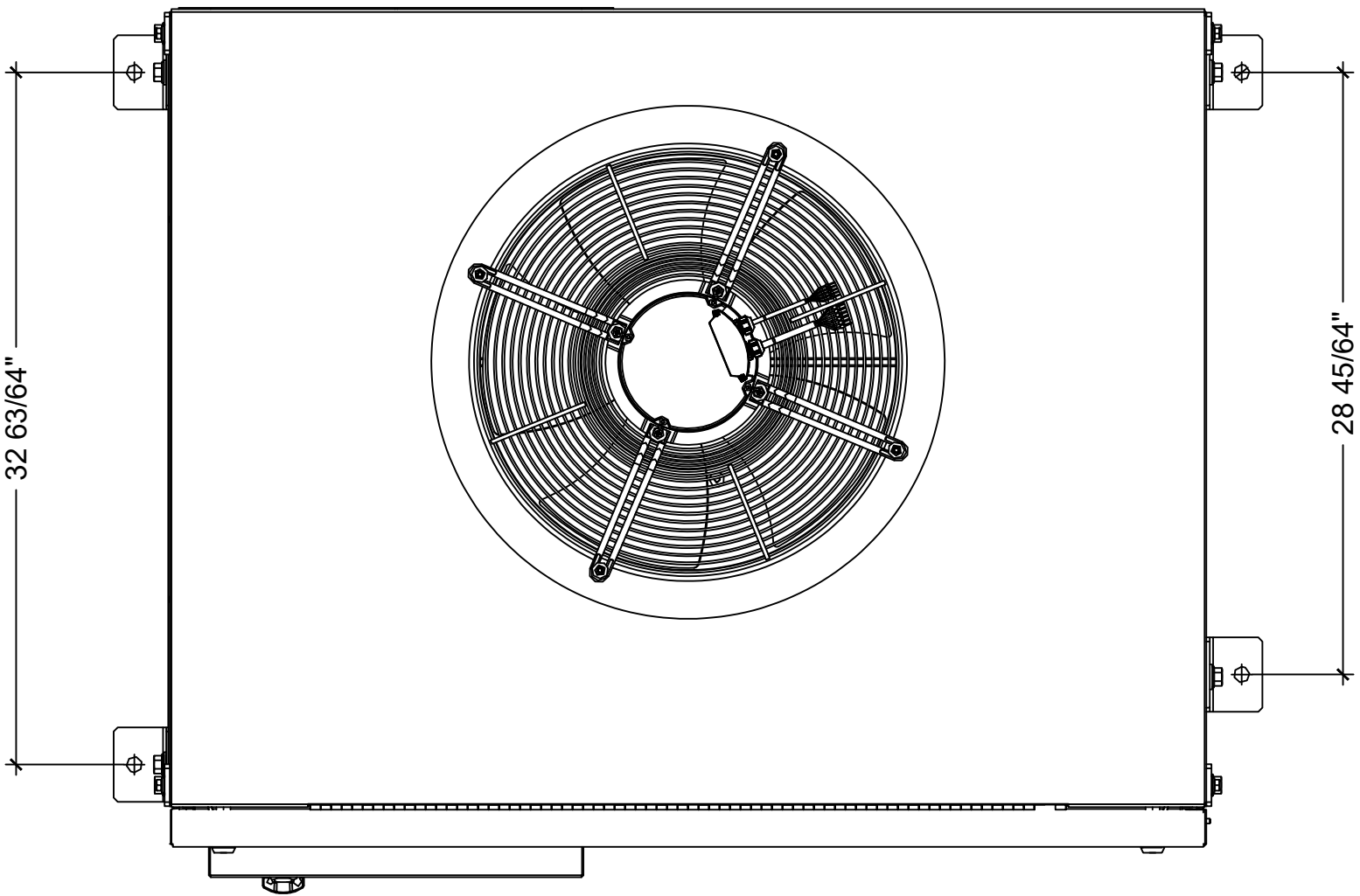
- 1. TESLA PROVIDED TEMPLATE TO BE USED TO LAYOUT CHARGING CABINET ANCHORING BOLT LOCATIONS AND CONDUIT STUB UP LOCATIONS.
- 2. USE DOTTIE DUCT SEAL COMPOUND PC 6130 (CAT NO LHD1) TO SEAL ENDS OF CONDUIT (TYP. ALL CONDUITS FOR CHARGING CABINETS AND CHARGE POSTS).
- 3. USE BELL FITTINGS ON ALL AC AND DC CONDUIT STUBS.



Ⓑ SUPERCHARGER CABINET OPENING
SCALE: 1 1/2" = 1'-0"

NOTES:

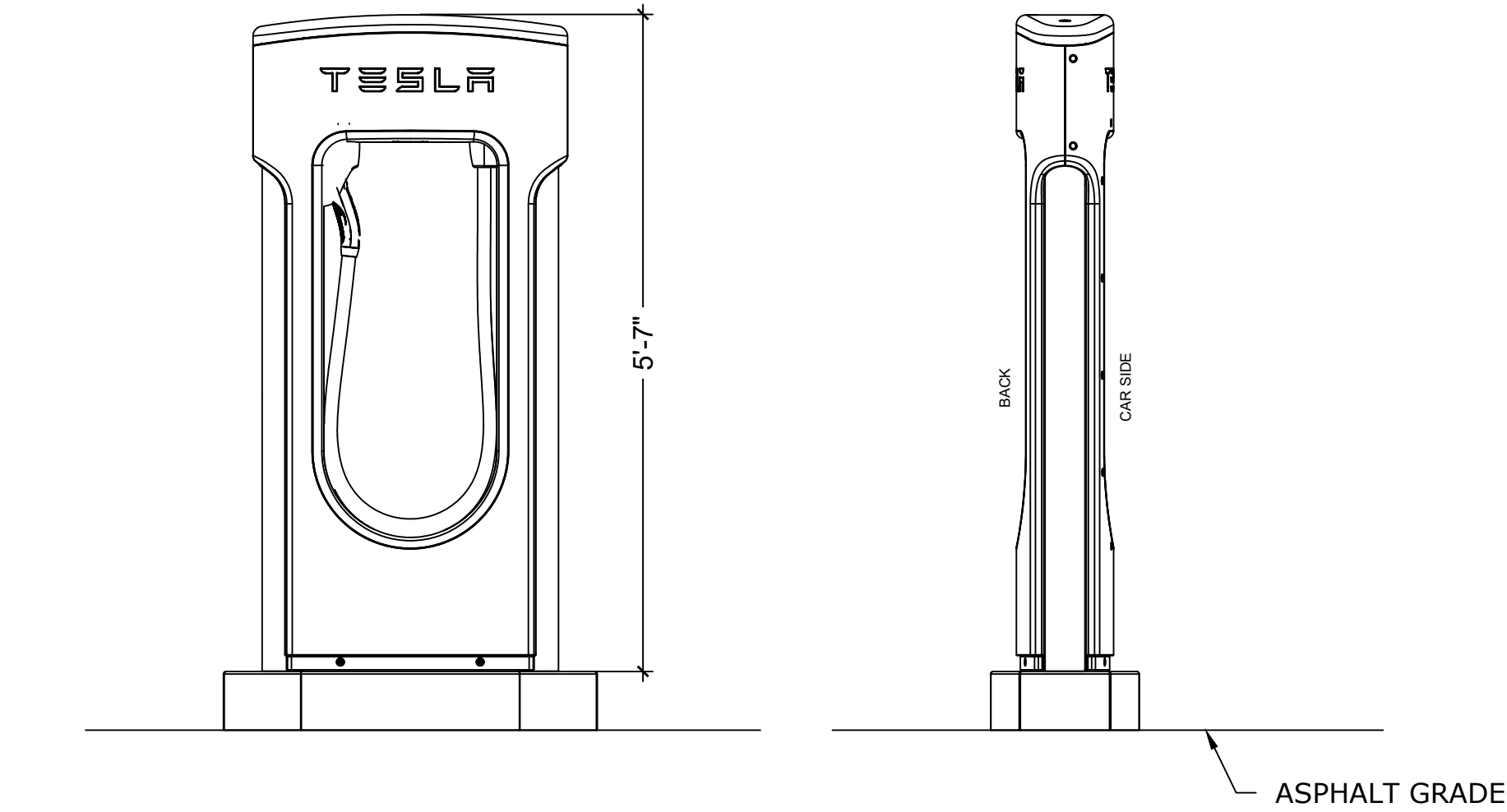
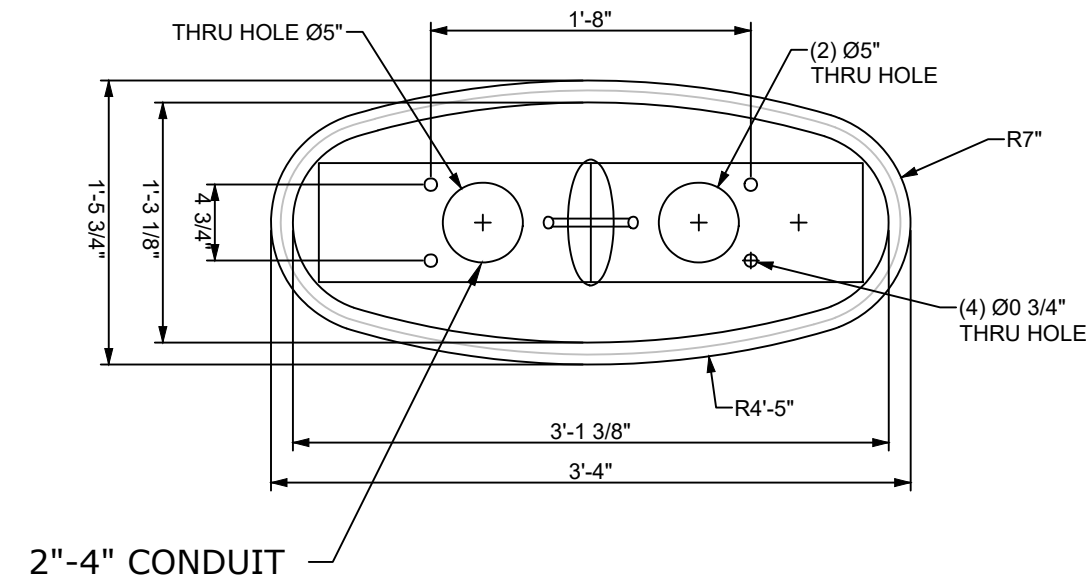
- 1. TESLA PROVIDED TEMPLATE TO BE USED TO LAYOUT CHARGING CABINET ANCHORING BOLT LOCATIONS AND CONDUIT STUB UP LOCATIONS.
- 2. BOLT HOLES FOR REFERENCE ONLY.
- 3. USE DOTTIE DUCT SEAL COMPOUND PC 6130 (CAT NO LHD1) TO SEAL ENDS OF CONDUIT (TYP. ALL CONDUITS FOR CHARGING CABINETS AND CHARGE POSTS).
- 4. SEE SHEET S-1 DETAIL "1" FOR ANCHOR AND CONCRETE PAD DETAIL.



Ⓒ SUPERCHARGER ANCHOR BOLT PLAN
SCALE: 1 1/2" = 1'-0"

NOTES:

- 1. BOLLARD MUST BE FROM TESLA AND INCLUDE WELDED ON FIXTURE ATTACHMENT PADS.
- 2. THE 4.33W, 315mA COMBINED TESLA LOGO AND TASK LIGHT LED ASSEMBLIES DRAWS POWER FROM THE PROPOSED SUPERCHARGER.



Ⓓ CHARGE POST ELEVATION
SCALE: 3/4" = 1'-0"

GENERAL NOTES:

- 1. NOTICE OF THE APPLICANT/OWNER/OWNER'S AGENT/ARCHITECT OR ENGINEER OF RECORD: BY USING THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION/INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF CITY OF _____ FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIAL TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND, AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.
- 2. NOTICE TO THE CONTRACTOR/BUILDER/INSTALLER/SUB-CONTRACTOR/OWNER-BUILDER: BY USING THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION/INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU ACKNOWLEDGE AND ARE AWARE OF, THE REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS. YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF CITY OF _____ FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIAL TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTION AND, AS REQUIRED BY CALIFORNIA CONSTRUCTION CODES.
- 3. THE SPECIAL INSPECTOR MUST BE CERTIFIED BY THE CITY OF _____, DEVELOPMENT SERVICES, IN THE CATEGORY OF WORK REQUIRED TO HAVE SPECIAL INSPECTION.
- 4. THE SPECIAL INSPECTIONS IDENTIFIED ON PLANS ARE, IN ADDITION TO, AND NOT A SUBSTITUTE FOR, THOSE INSPECTIONS REQUIRED TO BE PERFORMED BY A CITY'S BUILDING INSPECTOR.

PROJECT SITE

SAN FERNANDO PUBLIC PARKING LOT 8
1010 CELIS ST.
SAN FERNANDO, CA 91340

PROJECT DEVELOPER



TESLA
3500 DEER CREEK RD.
PALO ALTO, CA 94304
TEL: (650) 681-5000



MAXGEN ENERGY SERVICES
1690 SCENIC AVE.
COSTA MESA, CA 92626
TEL: (714) 908-5266 EXT 225

REVISION

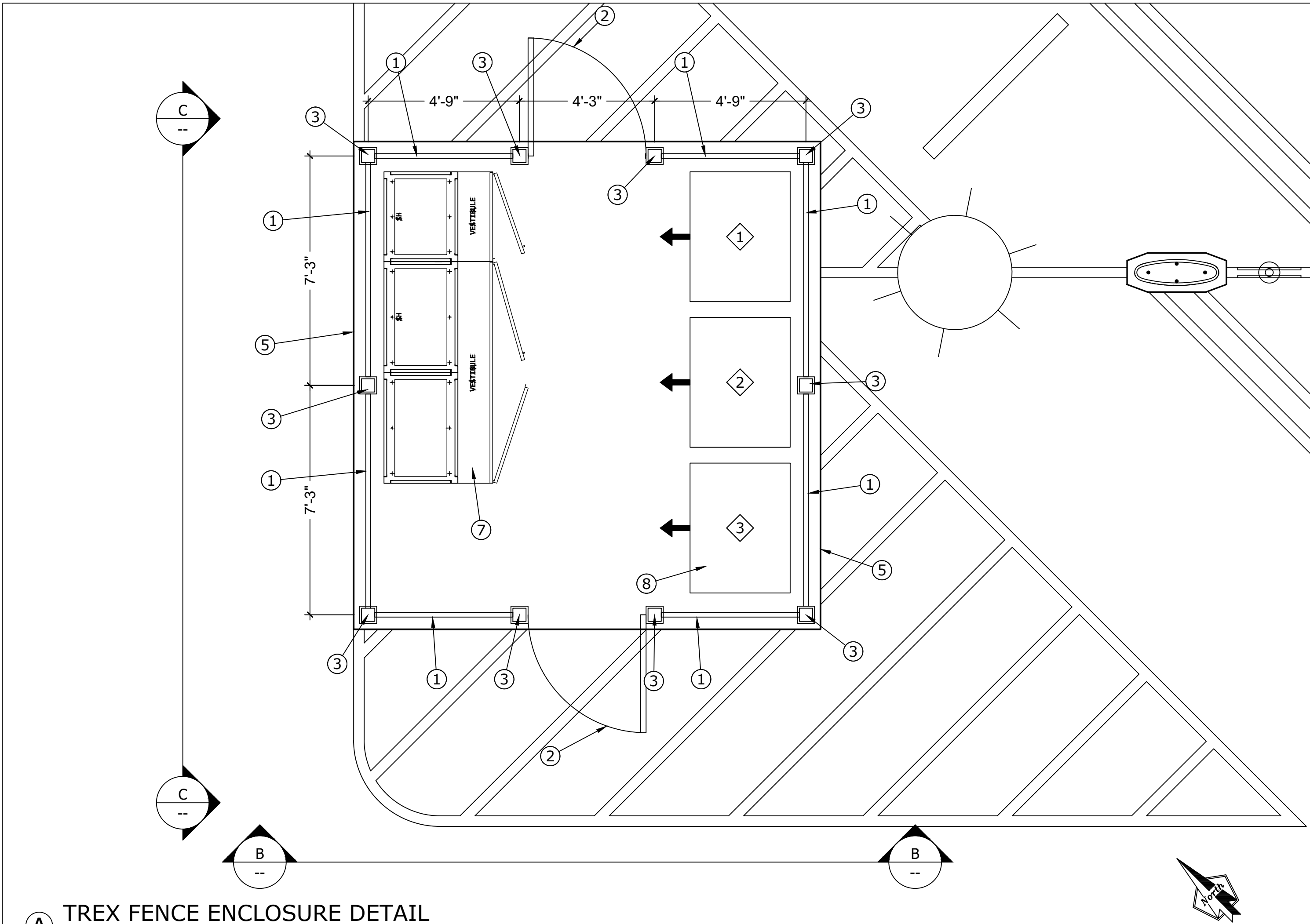
MARK	DATE	DESCRIPTION
V1	6-3-20	IFP

DRAWN BY: TY
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DATE: 6/3/20

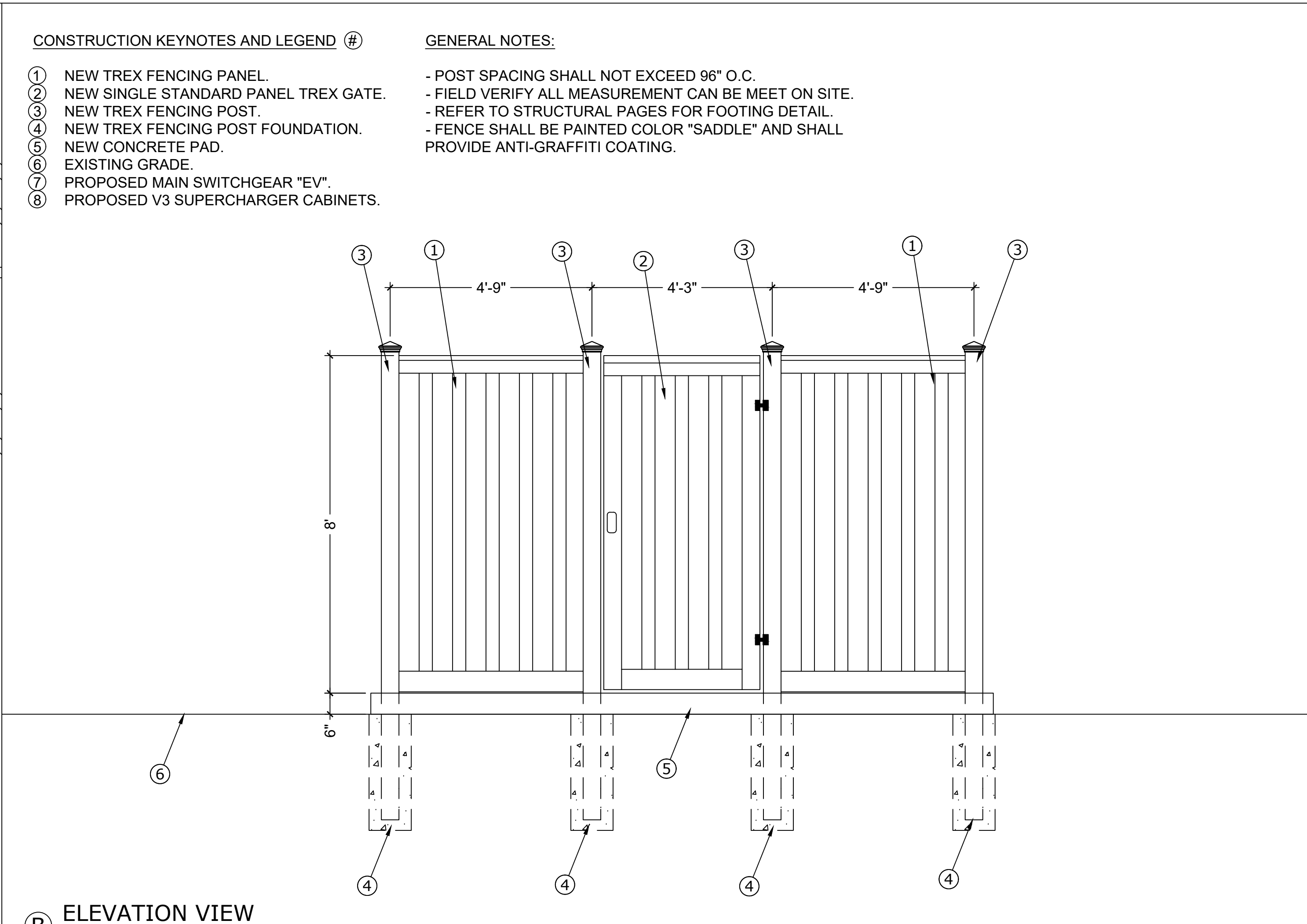
SHEET TITLE

EQUIPMENTS DETAIL

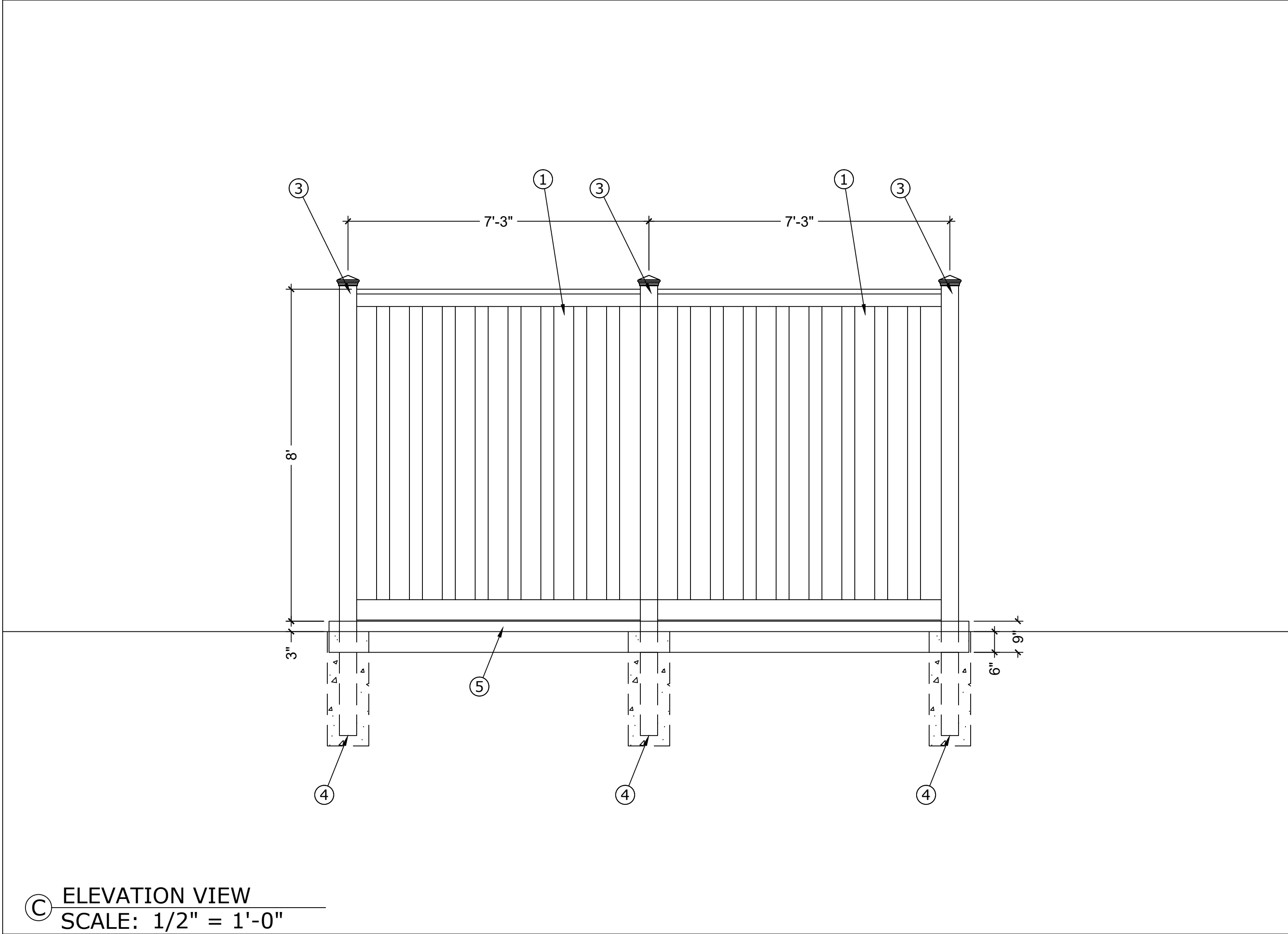
SHEET NUMBER



A TREX FENCE ENCLOSURE DETAIL
SCALE: 3/8" = 1'-0"



B ELEVATION VIEW
SCALE: 1/2" = 1'-0"



C ELEVATION VIEW
SCALE: 1/2" = 1'-0"



D PANIC HARDWARE DETAIL
SCALE: NTS

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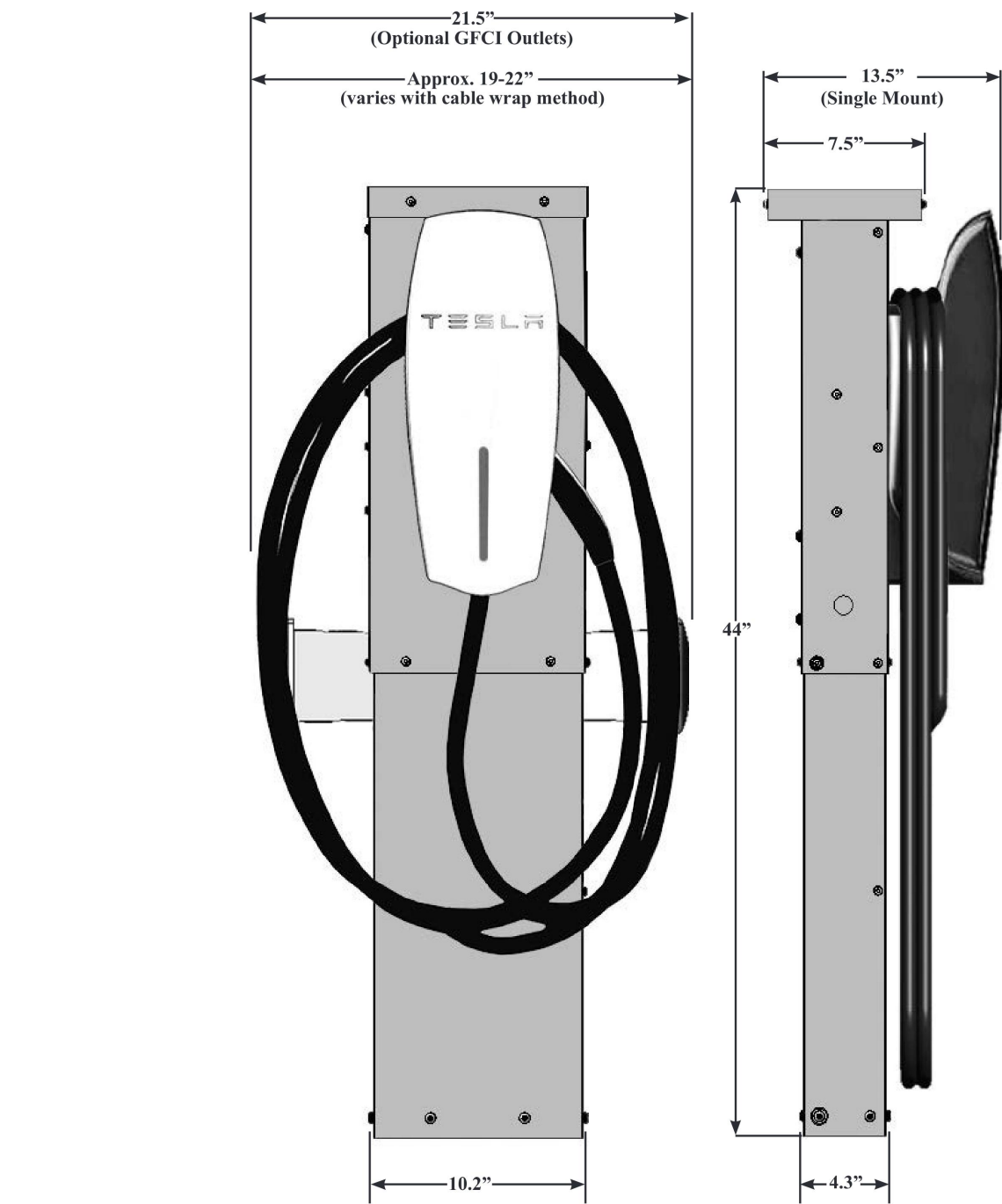
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DATE: 6/3/20

SHEET TITLE

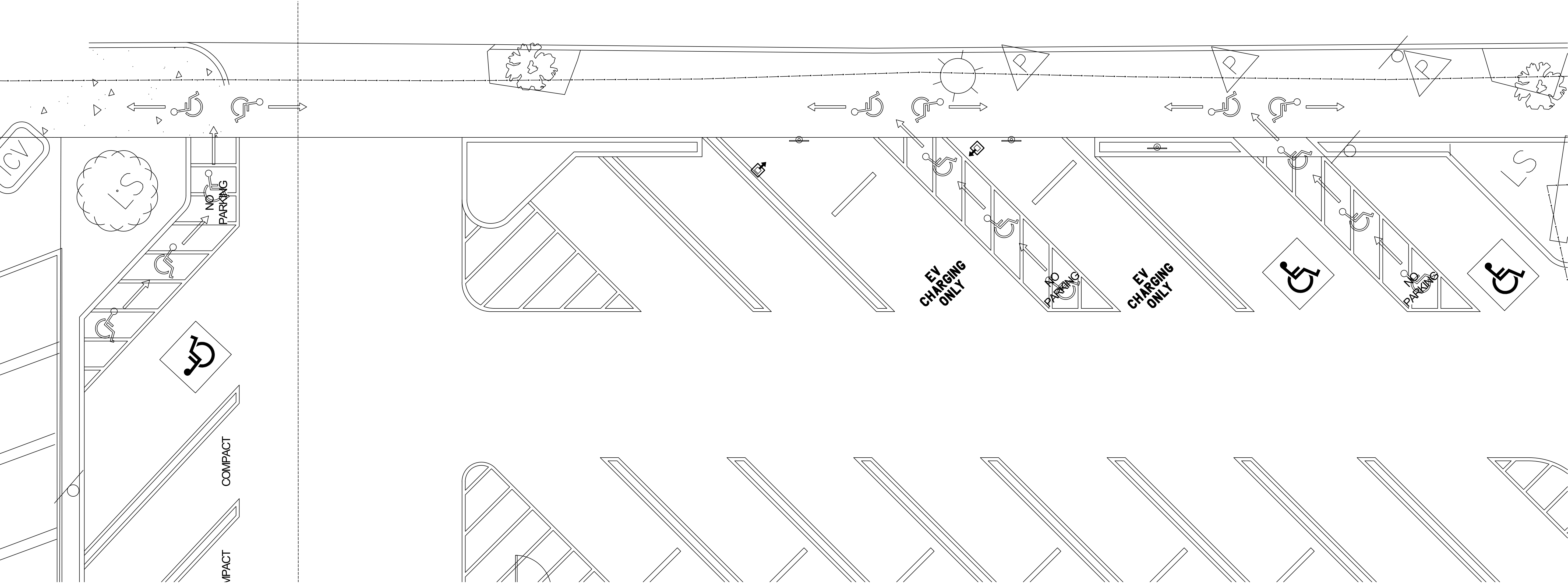
TREX FENCE DETAIL

SHEET NUMBER

A-7



REACH DETAIL
SCALE: 1/8" = 1'-0"



ACCESSIBILITY & PATH OF TRAVEL
SCALE: 3/16" = 1'-0"

PROJECT SITE

SAN FERNANDO PUBLIC PARKING LOT 8
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SHEET TITLE

ACCESSIBILITY

SHEET NUMBER

A-8

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Julian J. Venegas, Director of Recreation and Community Services

Date: August 3, 2020

Subject: Update Regarding the San Fernando Open Streets Grant Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive a presentation from staff regarding the eligible expenditures concerning the reallocated Metro's Open Streets grant funds; and
- b. Provide staff direction, as appropriate.

BACKGROUND:

1. On March 31, 2018, the City successfully implemented the San Fernando Streets Festival, which was one of Metro's Open Streets Cycle Two events and was attended by thousands of people over three miles of San Fernando City streets.
2. On June 4, 2018, the City Council authorized preparation and submittal of an application to the Metro Open Streets Grant Program Cycle Three to fund a second San Fernando Street Festival.
3. On September 27, 2018, the Los Angeles Metro Board selected the City of San Fernando as one of the host cities for an Open Streets event. The City was awarded \$144,000 to implement the program.
4. On November 21, 2018, staff circulated a Request for Proposal (RFP) to solicit Project Management Services for the Open Streets event. The due date was December 19, 2018. There were no replies to this RFP.
5. On January 7, 2019, staff recirculated the RFP targeting vendors specializing in conducting Open Streets and CicLAvia events. Once again, there were no bids for this RFP.

Update Regarding the San Fernando Open Streets Grant FundsPage 2 of 4

6. On April 15, 2019, staff reached out to Utopia Worldwide and met with Valley Care Community Consortium to discuss the Open Streets event and the prospect of assuming the management responsibilities for the event.
7. On May 6, 2019, staff provided the City Council with an update regarding the status of the Open Streets event. City Council's direction was to move the event date from May 2, 2020 due to potential safety issues with closing down two major thoroughfares during the Cinco de Mayo festivities in neighboring communities. The Open Streets event was rescheduled to October 31, 2020.
8. On September 16, 2019, the City Council awarded a Professional Service Agreement to Valley Care Community Consortium (VCCC) for \$114,000 to manage and promote the San Fernando Streets Festival-Nocturnal Ride event (Open Streets event). In early October 2019, VCCC and Recreation and Community Services (RCS) staff began planning the Open Streets event.
9. On March 16, 2020, the Los Angeles County Department of Public Health issued a *Safer at Home Health Order* to prohibit group events and gatherings. The order required the postponement or cancelation of non-essential gatherings of 50 or more people to help stop the spread of community transmission of Coronavirus Disease 2019 (COVID-19).
10. On March 21, 2020, the Los Angeles County Department of Public Health issued a revised *Safer at Home Health Order* prohibiting all events and gatherings of any size and ordered all individuals to stay home.
11. On May 28, 2020, Metro's Board of Directors approved a motion to change the scope of the Open Streets event in response to COVID-19. Upon written request from the grantees, host cities may cancel, postpone or repurpose the Open Streets grant funds.
12. On July 6, 2020, the City Council directed staff to examine the possibility of repurposing the Open Streets grant funds towards eligible infrastructure projects.
13. On July 14, 2020, staff met with Metro's Open Streets Grant Program staff to discuss potential infrastructure projects the City could fund with the reallocated Open Streets Grant. Metro provided the guidelines governing the type of eligible projects the reallocation grant money could fund.

ANALYSIS:

Through the Metro Open Streets Grant Program, the City received a \$144,000 grant to host the San Fernando Open Streets Festival-Nocturnal Ride event. However, due to the *Safer at Home Health Order* and widespread call for social (physical) distancing in public places, hosting a large-

Update Regarding the San Fernando Open Streets Grant FundsPage 3 of 4

scale Open Streets event is not feasible at this time and the immediate future of the Open Streets event remains unclear.

On May 28, 2020, the Metro Board passed a motion in response to the COVID-19 crisis that changed the scope of the grant program. The changes allow three options for what a grantee can do with the Open Streets grant funds.

Option 1 – Grantees may cancel the Open Streets events without any penalty. This option requires refunding approximately \$133,035 in unused grant funds. No local match is required for the \$10,965 expense of the contractual services already rendered. Under the original Open Streets agreement, Metro will reimburse the City this cost.

Option 2 – Grantees may reschedule the Open Streets event to a future date, but no later than June 30, 2021, and adhere to the original grant award terms and conditions, including the required 20% local match.

Option 3 – Grantees may repurpose the grant funds towards a Slow Streets event or similar program. A Slow Streets event is a smaller neighborhood-scale event catering to local audiences and is an alternative to the one-day Open Streets event. Rather than a typical four-mile Open Streets route, the Slow Streets event focuses on the temporary closure of two blocks to create a safe space within the public right-of-way to support pedestrian and bicycle traffic, economic activity such as outdoor dining and vending. The Slow Streets event may occur over a series of dates, but must occur before June 30, 2021.

On July 6, 2020, the City Council directed staff to pursue Option 3. Staff met with Metro on July 14, 2020 to get clarification on the type of projects eligible for the repurposed grant funds. Initially, staff was under the assumption that permanent infrastructure projects would be eligible for funding. However, permanent infrastructure improvements like bike lanes, pedestrian crosswalks and synchronized traffic lights are not permissible because they do not meet the Open Street Grants objectives, which are to facilitate using streets as public open space.

Metro staff explained that the goal of the Slow Streets program (i.e. Option 3) is to scale down a big regional Open Streets event to a smaller neighborhood program focusing on two-block segments rather than miles of street closures. The Slow Street program could rotate locations and be spread over multiple dates. Importantly, Metro staff did indicate that acquiring temporary traffic equipment would serve this purpose and installation of removable bollards on public streets does meet the reallocation guidelines.

In light of Metro's explanation, staff recommends that the City continues with reallocating the Open Streets grant funds towards the Slow Streets program and purchase the necessary traffic equipment, such as A-frames barricades, type II barricades, directional signs, and delineators, to implement the program along San Fernando Road between San Fernando Mission Boulevard and

Update Regarding the San Fernando Open Streets Grant FundsPage 4 of 4

Kittridge Street. In addition to the regular traffic equipment, staff recommends purchasing and installing removable bollards to be installed at key intersections along San Fernando Road and deployed to mitigate traffic when a Slow Streets program is taking place (such as a Farmer's Market, Christmas Tree Lighting, or other special event). Metro has indicated such equipment is an allowable expense.

The Downtown Mall Association recently petitioned the San Fernando Road merchants between South Brand Boulevard and Maclay Avenue to support a temporary weekend closure of San Fernando Road between these two streets. The vast majority of business owners in this section signed the petition in favor of a temporary weekend closure. The Slow Streets program provides a great opportunity for local merchants to engage customers while practicing safe social distancing.

BUDGET IMPACT:

The total amount the City can reallocate towards a Slow Streets program is \$133,035. A local match of 20% or \$26,607 will be required under Metro's grant re-scoping guidelines. The City may apply in-kind staff time and services towards the match. Metro will reimburse the City \$10,965 for contractual services already rendered.

CONCLUSION:

It is recommended that the City Council receive and file this report and provide staff direction, as appropriate.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk

Date: August 3, 2020

Subject: Consideration to Designate a Voting Delegate and Alternate(s) for the 2020 League of California Cities Annual Conference

RECOMMENDATION:

It is recommended that the City Council:

- a. Designate a voting Delegate for the League of California Cities ("League") 2020 Annual Conference;
- b. Designate up to two Alternate Voting Delegate(s) who may vote in the event that the designated Delegate is unable to serve in that capacity; and
- c. Authorize the City Clerk to execute and submit the 2020 Annual Conference Voting Delegate/Alternate Form (Attachment "A").

BACKGROUND:

1. The League 2020 Annual Conference is scheduled for October 7-9, 2020, in Long Beach, California. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided. An essential part of the Annual Conference is the Annual Business Meeting; at this meeting, the League membership considers and takes action on resolutions that establish League policy.
2. On May 15, 2019, the City Council approved Mayor Fajardo's recommended appointments to the City Council Liaison Assignments, which included appointing Councilmember Hector A. Pacheco as the City Council Liaison and Mayor Joel Fajardo as the Alternate to the League of California Cities.

Consideration to Designate a Voting Delegate and Alternate(s) for the 2020 League of California Cities Annual ConferencePage 2 of 2

ANALYSIS:

Each member city has a right to cast one vote on matters pertaining to League policy. In order to vote at the Annual Business Meeting, the City Council must designate a Voting Delegate, and may also appoint up to two alternate Voting Delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Consistent with League bylaws, the City's Voting Delegate (and up to two Alternate Voting Delegates) must be designated by the City Council via either resolution or by City Council action; Voting Delegates may not be appointed by individual action of the Mayor or City Manager/Administrator alone (Attachment "A").

The Voting Delegate and Alternate(s) must be registered to attend the conference; they do not need to register for the entire conference, they may register for Friday only. A Voting Delegate Card will be issued and may be transferred freely between the Voting Delegate and the Alternate(s); however, it may not be transferred to another city official.

BUDGET IMPACT:

The cost to attend the 2020 League Annual Conference is included in the FY 2020-2021 Adopted Budget. The act of designating a Voting Delegate and Alternate(s) will not impact the budget.

CONCLUSION:

Staff recommends that the City Council appoint a Voting Delegate and up to two (2) Alternates so that the City may participate in and benefit from the development of League policy.

ATTACHMENT:

A. League of California Cities 2020 Annual Conference Voting Delegate/Alternate Forms



Council Action Advised by August 31, 2020
--

June 30, 2020

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: City of San Fernando

**2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: Julia Fritz, City Clerk

Email: Cityclerk@sfcity.org

Mayor or City Clerk _____
(circle one) (signature)

Date _____ Phone _____

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: August 3, 2020

Subject: Consideration to Authorize the City Manager to Implement an Executive Order to Impose Additional COVID-19 Infection Control Protocols for Outdoor Shopping Center Operators in the City of San Fernando

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive a presentation from staff regarding the County of Los Angeles' COVID-19 protocol for Shopping Centers Operators (Attachment "A") and related protocol and safety precautions implemented at the San Fernando Swap Meet;
- b. Discuss draft Executive Orders (Attachments "B" and "C") to impose additional infection control protocol for the San Fernando Swap Meet as an Outdoor Shopping Center Operator in the City, and offer amendments, if appropriate; and
- c. Grant discretion to the City Manager to implement enhanced infection control protocols for the San Fernando Swap Meet as an Outdoor Shopping Center Operator, inclusive of amendments discussed by City Council.

BACKGROUND:

1. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency. The County of Los Angeles, City of Los Angeles, City of Long Beach and City of Pasadena quickly followed suit and declared Local Emergencies caused by the Coronavirus (COVID-19).
2. On March 16, 2020, the City Council declared a Local Emergency in San Fernando due to the public threat caused by COVID-19.
3. On March 16, 2020, the County of Los Angeles Department of Public Health (LA DPH) Officer issued the first *Safer at Home Order for Control of COVID-19* Health Order for individuals living in Los Angeles County to comply with the State Executive Order N-33-20 issued by Governor

Consideration to Authorize the City Manager to Implement an Executive Order to Impose Additional COVID-19 Infection Control Protocol for Outdoor Shopping Center Operators in the City of San Fernando
Page 2 of 6

Newsom. This Order included the required closure of all indoor and outdoor shopping centers (including swap meets).

4. On May 26, 2020, the LA DPH Health Officer issued a Reopening *Safer at Work and in the Community for Control of COVID-19* Health Order, which, among other things, authorized the reopening of indoor and outdoor shopping centers, including swap meets, subject to adhering to certain social distancing and reopening protocol.
5. On July 13, 2020, the LA DPH Health Officer issued a revised *Safer at Work and in the Community for Control of COVID-19* Health Order in response to a significant increase in the number of confirmed COVID-19 positive tests and hospitalizations, which, among other things, required the closure of indoor shopping center operations, but allowed the continued operation of outdoor shopping centers, subject to certain protocols (Attachment "A").
6. On Tuesday, July 14, 2020, the San Fernando Swap Meet re-opened to public in accordance with the LA DPH Health Officer Order and related Protocols for Shopping Center Operators.

ANALYSIS:

The LA DPH is the lead agency for the COVID-19 pandemic response in Los Angeles County. As the Public Health Official, LA DPH is responsible for issuing binding health orders and providing guidance to specific industries regarding the appropriate reopening procedures, by business sector. The LA DPH Health Officer Orders align the County with the State's Pandemic Resilience Roadmap, the Governor's Executive Order N-60-20, and the State Public Health Officer's May 7, 2020 Order.

The LA DPH Health Officer Order is developed by public health experts lead by Health Officer Muntu Davis, M.D., M.P.H., who are well versed in empirical data and is based upon the following determinations:

- Evidence of continued community transmission of COVID-19 within the County;
- Continued uncertainty regarding the degree of undetected asymptomatic transmission;
- Scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically;
- Evidence that a significant portion of the County population is at risk for serious health complications, including hospitalizations and death from COVID-19, due to age or pre-existing health conditions; and
- Further evidence that other County residents, including younger and otherwise healthy people, are also at risk for serious negative health outcomes and for transmitting the virus to others.

Consideration to Authorize the City Manager to Implement an Executive Order to Impose Additional COVID-19 Infection Control Protocol for Outdoor Shopping Center Operators in the City of San Fernando
Page 3 of 6

Local jurisdictions, including the City of San Fernando, can impose more restrictive policies, but may not adopt less restrictive policies.

As of the writing of this report, the revised LA DPH Health Officer Order issued on July 18, 2020 deems certain business sectors as “high risk” and must remain closed as “more frequent and prolonged person-to-person contacts are likely to occur,” including:

- a) Lounges and nightclubs;
- b) Bars, breweries, tasting rooms, craft distilleries, and wineries with food service;
- c) Brewpubs, craft distilleries and breweries and wineries without food service;
- d) Public entertainment venues: movie theaters, live performance theaters, concert venues, theme parks, and festivals;
- e) Family centers such as bowling alleys, arcades, miniature golf, and batting cages;
- f) All restaurants, but only for indoor, in-person onsite dining until further notice;
- g) Cardrooms, satellite wagering facilities, and racetrack onsite wagering facilities until further notice;
- h) Indoor and outdoor playgrounds for children, except those located within a school or childcare center;
- i) Indoor portions and exhibits of museums, zoos and aquariums are closed to the public until further notice;
- j) Hot tubs, steam rooms and saunas not located on a residential property;
- k) All events and gatherings, unless specifically allowed by this Order.

Those businesses not required to close as stated above are allowed to continue operations, provided they are operating in accordance with the County’s guidance for their particular business sector.

LA DPH has issued Protocols for Shopping Center Operators (Attachment “A”) that apply to “shopping malls, destination shopping centers, strip and outlet malls, and swap meets (collectively referred to as “shopping center operators”).” The San Fernando Swap Meet is subject to the County’s Shopping Center Operators protocol.

As COVID-19 infections and hospitalizations in the State and Los Angeles County began to rise in early July 2020, LA DPH Health Orders once again began to limit indoor operations for most businesses. However, most outdoor operations, including outdoor shopping centers like the Swap Meet, have been allowed to continue as the risk of community transmission in an outdoor setting has been shown to be less than the risk of indoor operations.

On July 20, 2020, the City Council expressed concern over the risk of community spread of COVID-19 due to the relatively high concentration of people at the Swap Meet. Staff subsequently met with the property owner and Swap Meet operator, Robertson Property Group, to convey the concerns expressed at the City Council meeting and discuss the Swap Meets current protocol.

Consideration to Authorize the City Manager to Implement an Executive Order to Impose Additional COVID-19 Infection Control Protocol for Outdoor Shopping Center Operators in the City of San Fernando
Page 4 of 6

As previously mentioned, the Swap Meet must follow the protocol for Shopping Centers (Attachment "A"). In addition to the minimum protocol required by the County, the Swap Meet is implementing more strict protocol. A detailed description of the Swap Meet's self-imposed protocol is included as Attachment "D." Some of the key self-imposed protocol include:

- Conduct temperature checks and health screenings of vendors each morning upon arrival.
- With a total of 400,000 square feet of retail space and capacity for 1,200 to 1,500 vendor booths, the Swap Meet is currently operating at 30% capacity.

Shoppers:

- Currently 1,000 shoppers at a time, which is 2.5 shoppers per 1,000 square feet.
- 3,000 shoppers at a time equates to 7.5 shoppers per 1,000 square feet.

Vendors:

- Currently selling approximately 300 vendor booths.
- Self-imposed maximum of 600 vendor booths.
- Each vendor is required to limit attendance at their booth to six customers and make hand sanitizer available. Robertson Group employees walk around during the day to assist vendors with enforcing this rule.
- All shoppers are given safety rules upon entry, in English and Spanish.

Staff Observations.

Code Enforcement staff have been visiting the Swap Meet periodically to observe operations since re-opening. In general, staff has observed a high level compliance by vendors and customers with mask and physical distancing protocol. The area of most concern to staff is related to a concentration of customers at certain vendor booths where physical distancing is not being enforced.

Local Health Order Options.

The City has three options to consider: 1) Authorize the City Manager to implement an Executive Order to impose additional operational requirements for swap meet operations; 2) Authorize the City Manager to implement an Executive Order to temporarily close swap meet operations; or 3) Prescribe no new protocol and have staff continue to monitor compliance with the current LA DPH Health Order. The following summarizes the two draft Executive Orders to consider:

- 1) Executive Order to impose added operational requirements for Swap Meet operations (Attachment "B"):
 - Post additional informational and directional COVID-19 protocol signage at entrance and exit of each row of vendor booths;

Consideration to Authorize the City Manager to Implement an Executive Order to Impose Additional COVID-19 Infection Control Protocol for Outdoor Shopping Center Operators in the City of San Fernando
Page 5 of 6

- Provide additional handwashing stations at each entrance to the swap meet, at the exterior of each restroom facility, and an additional station per each 100,000 square feet of retail space distributed throughout the grounds (i.e., 4 additional stations at San Fernando Swap Meet); and
- Limit people capacity and vendor capacity to a maximum of 50% of maximum capacity authorized by the Fire Marshall.

2) Executive Order to temporarily close Swap Meet operations (Attachment "C"):

- The San Fernando Swap Meet would be ordered closed effective as of August 4, 2020 to August 20, 2020, unless extended or rescinded by the City Manager.
- Reopening would be conditional based upon either of the following metrics:
 - The number of confirmed-hospitalized individuals, as reported daily through the Los Angeles County COVID-19 Surveillance Dashboard, falling below 1,500 (the level of confirmed-hospitalizations when outdoor shopping centers were allowed to open on May 26, 2020) and staying below 1,500 for three consecutive days; OR
 - The 7-day average infection rate (i.e. # of confirmed positive residents/total # of residents) in San Fernando is less than the 7-day average infection rate in Los Angeles County for three consecutive days.

BUDGET IMPACT:

During a normal year of Swap Meet operations, the City usually receives around \$40,000 in Swap Meet Business Licenses and \$715,000 in Admissions Tax. The City's Adopted FY 2020 - 2021 Budget takes into account the impact of the Pandemic on this revenue source. During the budget preparation, Staff assumed one full month of Swap Meet closure and a decrease in Swap Meet Business License issuance. Continued spread of COVID-19 infections could lead to another full closure of the Swap Meet resulting in further impact of this revenue source. Issuance of an Executive Order to temporarily close the Swap Meet would result in a temporary loss in Admissions Tax revenue.

CONCLUSION:

Staff recommends that the City Council receive a presentation from staff regarding the LA DPH COVID-19 protocol for Outdoor Shopping Centers Operators, related protocol and safety precautions implemented at the San Fernando Swap Meet, and provide staff direction, as appropriate.

Consideration to Authorize the City Manager to Implement an Executive Order to Impose Additional COVID-19 Infection Control Protocol for Outdoor Shopping Center Operators in the City of San Fernando
Page 6 of 6

ATTACHMENTS:

- A. LA County Department of Public Health Reopening Protocol for Shopping Centers
- B. Draft Executive Order Imposing Additional Protocol
- C. Draft Executive Order Requiring Temporary Closure
- D. Swap Meet Operator Description of Safety Rules and Protocol

Protocols for Shopping Center Operators: Appendix E

Recent updates

7/17/20: Updated language to clarify policies regarding use of face coverings by employees and visitors and symptom checks for employees and visitors. (changes are highlighted in yellow)

7/13/20: Updated to require closure of indoor operations of all indoor shopping malls to the public until further notice. Businesses with entrances normally accessible to the public from the exterior of the indoor mall will be able to continue their current modified operations. Those businesses with only indoor mall access for customers may only offer goods and services via curbside pick-up.

The County of Los Angeles Department of Public Health is adopting a staged approach, supported by science and public health expertise, to allow certain retail businesses to safely reopen. The requirements below are specific to shopping malls, destination shopping centers, strip and outlet malls, and swap meets (collectively referred to as "shopping center operators"). Shopping center operators should ensure that lessees, including retail tenants and vendors, are aware of the protocols that apply to their operations. Those entities are responsible for implementing the protocols, but shopping center operators are encouraged to require adherence to the protocols by their lessees. In addition to the conditions imposed on these specific retail businesses by the Governor, these types of businesses must also be in compliance with the conditions laid out in this Checklist for Shopping Center Operators.

*** Please note that by the July 13, 2020 Order of the State Public Health Officer, all indoor operations of indoor malls and indoor shopping centers are closed. All indoor areas of indoor shopping malls are closed to the public until further notice. Retail businesses that are part of an indoor mall or shopping center but that have that have an entrance that is normally accessible to the public from the exterior of the mall or shopping center are permitted to continue their current modified operations provided they adhere to the appropriate DPH sector protocols. Retailers located within indoor shopping malls without an outside entrance may be open only for curbside pick-up as described in this protocol. Personal care services must cease all indoor operations and can offer outdoor services to the extent permitted by licensing requirements and all other applicable state and local laws. All other lessees should follow DPH protocols for the appropriate sector and all applicable state and local laws and regulations.

Please note: This document may be updated as additional information and resources become available so be sure to check the LA County website <http://www.ph.lacounty.gov/media/Coronavirus/> regularly for any updates to this document.

This checklist covers:

- (1) Workplace policies and practices to protect employee health
- (2) Measures to ensure physical distancing
- (3) Measures to ensure infection control
- (4) Communication with employees and the public

(5) Measures to ensure equitable access to critical services.

These five key areas must be addressed as your facility develops any reopening protocols.

All businesses covered by this protocol must implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is not applicable to the business.

Business name:

Facility Address:

Maximum Occupancy, per Fire
Code:

Approximate total square footage
of space open to the public:

A. WORKPLACE POLICIES AND PRACTICES TO PROTECT EMPLOYEE HEALTH (CHECK ALL THAT APPLY TO THE FACILITY)

- ☐ Everyone who can carry out their work duties from home has been directed to do so.
- ☐ Vulnerable staff (those above age 65, those with chronic health conditions) are assigned work that can be done from home whenever possible and should discuss any concerns with their healthcare provider or occupational health services to make appropriate decisions on returning to the workplace.
- ☐ Work processes are reconfigured to the extent possible to increase opportunities for employees to work from home.
- ☐ Alternate, staggered or shift schedules have been instituted to maximize physical distancing.
- ☐ All employees have been told not to come to work if sick, or if they are exposed to a person who has COVID-19. Employees understand to follow DPH guidance for self-isolation and quarantine, if applicable. Workplace leave policies have been reviewed and modified to ensure that employees are not penalized when they stay home due to illness.
 - ☐ Information on employer or government-sponsored leave benefits the employee may be entitled to receive that would make it financially easier to stay at home has been provided to employees. See additional information on government [programs](#) supporting sick leave and worker's compensation for COVID19, including employee's sick leave rights under the [Families First Coronavirus Response Act](#) and employee's rights to workers' compensation benefits and presumption of the work-relatedness of COVID-19 pursuant to the Governor's [Executive Order N-62-20](#).

- ☐ Upon being informed that one or more employees test positive for, or has symptoms consistent with COVID-19 (case), the employer has a plan or protocol in place to have the case(s) isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s). The employer's plan should consider a protocol for all quarantined employees to have access to or be tested for COVID-19 in order to determine whether there have been additional workplace exposures, which may require additional COVID-19 control measures. See the public health guidance on [responding to COVID-19 in the workplace](#).
- ☐ **Employee screenings** are conducted before employees may enter the workspace. Checks must include a check-in concerning cough, shortness of breath, difficulty breathing and fever or chills and if the employee has had contact with a person known to be infected COVID-19 in the last 14 days. These checks can be done remotely or in person upon the employees' arrival. A temperature check should also be done at the worksite if feasible.
- ☐ In the event that 3 or more cases are identified within the workplace within a span of 14 days the employer should report this cluster to the Department of Public Health at (888) 397-3993 or (213) 240-7821. If a cluster is identified at a worksite, the Department of Public Health will initiate a cluster response which includes providing infection control guidance and recommendations, technical support and site-specific control measures. A public health case manager is assigned to the cluster investigation to help guide the facility response.
- ☐ **Employees who have contact with others are offered, at no cost, an appropriate face covering that covers the nose and mouth. The covering is to be worn by the employee at all times during the workday when in contact or likely to come into contact with others. Employees who have been instructed by their medical provider that they should not wear a face covering should use a face shield with a drape on the bottom edge, to be in compliance with State directives, as long as their condition permits it. A drape that is form fitting under the chin is preferred. Masks with one-way valves should not be used. Employees need not wear a face covering when the employee is alone in a private office or a cubicle with a solid partition that exceeds the height of the employee when standing.**
- ☐ Employees are instructed to wash or replace their face coverings daily.
- ☐ All workstations are separated by at least six feet.
- ☐ Break rooms, restrooms and other common areas are disinfected frequently, on the following schedule:
 - ☐ Break rooms _____
 - ☐ Restrooms _____
 - ☐ Other _____
- ☐ In compliance with wage and hour regulations, breaks are staggered to ensure that six (6) feet between employees can be maintained in break rooms at all times.
- ☐ To ensure that masks are worn consistently and correctly, employees are discouraged from eating or drinking except during their breaks when they are able to safely remove their masks and physically distance from others.
- ☐ Disinfectant and related supplies are available to employees at the following location(s):

- ☐ Hand sanitizer effective against COVID-19 is available to all employees at the following location(s):

- ☐ Employees are allowed frequent breaks to wash their hands.

- ☐ A copy of this protocol has been distributed to each employee.
- ☐ Each worker is assigned their own tools, equipment and defined workspace. Whenever possible, sharing held items (e.g., phones, tablets, laptops, desks, pens, etc.) is minimized or eliminated.
- ☐ All policies described in this checklist other than those related to terms of employment are applied to staff of delivery and any other companies who may be on the premises as third parties.
- ☐ Optional—Describe other measures:

B. MEASURES TO ENSURE PHYSICAL DISTANCING

- ☐ All indoor mall tenants with entrances located inside shopping malls must be closed to the public. Tenants that have an outside entrance that is normally accessible to the public from the exterior of the mall or shopping center may continue their current modified operations in compliance with applicable DPH protocols. The number of customers in individual stores that are permitted to remain open is low enough to ensure physical distancing but in no case more than 50% of the maximum occupancy of the capacity. Where feasible, parking is limited to further enforce maximum occupancy limits.
 - ☐ Maximum occupancy rules for outdoor shopping centers should be evaluated to ensure physical distancing requirements can be maintained. Open-air shopping centers, such as swap meets, ensure that vendors space tables, canopies, and other displays in accordance with appropriate physical distancing requirements or ensure other impermeable barriers are in place.
 - ☐ Maximum number of customers in facility limited to:
-
- ☐ On-property security staff actively remind and encourage customers and the public to comply with the physical distancing standards.
 - ☐ Retailers operating within an indoor mall that have no outdoor entrances may offer online ordering and curbside pick-up outside the shopping center. Retailers that choose to offer curbside pick-up should set pick-up times for items so that employees are able to bring pre-ordered items customers at a designated site or sites outside the mall. Pick-up sites should be clearly marked and customers should be encouraged to pre-pay for their orders. On arrival, customers should notify the employees that they have arrived for pick-up and should remain in their car. An employee, wearing a cloth face covering should bring the customer's order to the designated pick-up site in a container (e.g., a bin, shopping cart, or other container) and place it directly in the customer's trunk.
 - ☐ An employee (or employees if there is more than one entrance) wearing a cloth face covering is posted near the door but at least 6 feet from the nearest customers to direct customers to the appropriate pick-up site.
 - ☐ Tape or other markings identify both a starting place for customers arriving for pick-up and 6-foot intervals for subsequent customers who are joining the line.
 - ☐ Employees, wearing face coverings and gloves, are positioned 6 feet from each other and from customers to deliver orders to customers. Bins should be used to pass packaged, pre-ordered merchandise to customers to avoid personal contact between employees and customers. Employees may momentarily come closer when necessary to accept payment, deliver goods or services, or as otherwise necessary.
 - ☐ Measures to ensure physical distancing of at least six (6) feet have been implemented to ensure physical distancing between and among workers and customers in all outdoor shopping center locations. This may include use of physical partitions or visual cues (e.g., floor markings, colored tape, or signs to indicate where workers and customers should stand).
-

- ☐ Shopping center operators, retail tenants and vendors should collaborate to develop a shopping center operations plan that enables tenants to operate safely inside and outside the shopping center and to ensure compliance with all applicable DPH protocols and state and local laws and regulations.
- ☐ Outdoor public seating areas (e.g., chairs, benches and other public spaces) are reconfigured to support physical distancing.
- ☐ Break rooms and other common areas are configured to limit employee gatherings to ensure physical distancing of at least 6 feet. Where possible, outdoor break areas with shade covers and seating are created to help ensure physical distancing. In compliance with wage and hour regulations, employee breaks are staggered to help maintain physical distancing protocols.
- ☐ Physical distancing requirements are implemented at loading bays and contactless signatures have been implemented for deliveries.

C. MEASURES FOR INFECTION CONTROL

- ☐ All indoor areas of shopping centers that have no entrance that faces the exterior of the mall are closed to the public until further notice.
 - ☐ Employees are permitted to enter the indoor areas of the shopping center in order to maintain essential operations.
- ☐ The HVAC system is in good, working order; to the maximum extent possible, ventilation has been increased. Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible and making other modifications to increase the quantity of outside air and ventilation in offices and other spaces.
- ☐ Contactless payment systems are in place or, if not feasible, payment systems are sanitized regularly. Describe:

- ☐ Common and high traffic areas, and frequently touched objects (e.g., handrails, elevator controls, doorknobs or handles, credit card readers, elevator buttons, escalator handrails, etc.) are disinfected regularly during business hours using EPA approved disinfectants following the manufacturer's instructions for use.
- ☐ Workspaces and the entire facility are cleaned at least daily, with restrooms and frequently touched areas/objects cleaned more frequently. Shopping center hours have been adjusted to provide adequate time for regular deep cleaning and product stocking.
- ☐ Public restrooms are sanitized regularly using EPA approved disinfectants and following the manufacturer's instructions for use, on the following schedule:

- ☐ Public drinking water fountains are turned off and have signs informing customers that they are inoperable.
- ☐ Employee restrooms are not available for customer use.
- ☐ Customers arriving at the establishment are reminded to wear a face covering at all times (except while eating or drinking, if applicable) while in the shopping center or on the grounds of the shopping center. This applies to all adults and to children 2 years of age and older. Only individuals who have been instructed not to wear a face covering by their medical provider are exempt from wearing one. To support the safety of your employees and other visitors, a face covering should be made available to visitors who arrive without them.

- ☐ Symptom checks are conducted before visitors may enter the facility. Checks must include a check-in concerning cough, shortness of breath, difficulty breathing and fever or chills. These checks can be done in person or through alternative methods such as on-line check in systems or through signage posted at the entrance to the facility stating that visitors with these symptoms should not enter the premises.
- ☐ Customers arriving at the establishment with children must ensure that their children stay next to a parent, avoid touching any other person or any item that does not belong to them, and are masked if age permits.
- ☐ Customers have access to proper sanitation products, including hand sanitizer, tissues and trash cans.
- ☐ Fitting rooms that are open for use by customers are monitored by staff. Any clothing that is tried on but not purchased is set aside for 24 hours before being returned to the racks or shelves.
- ☐ Children's play areas or other amenities such as carousels, rides, or arcades remain closed.
- ☐ Movie theaters, family entertainment activities, and bars located within the shopping center remain closed.
- ☐ Indoor mall or shopping center food court dining and seating areas must close, for at least 21 days, and until further notice. Restaurants located within an indoor mall or shopping center may offer food for delivery, carry out and outdoor table dining in compliance with DPH Protocols for Restaurants.
- ☐ Optional - Describe other measures (e.g. providing senior-only hours, encouraging online ordering/pick-up of orders, incentivizing non-peak sales):

D. MEASURES THAT COMMUNICATE TO THE PUBLIC

- ☐ A copy of this protocol is posted at all public entrances to the facility.
- ☐ Signage at the entry and/or where customers line up notifies customers that they may not enter the indoor areas of the indoor shopping mall, the importance of physical distancing, and of the requirement that they wear a face covering at all times while at the shopping mall.
- ☐ Signage at outdoor shopping malls, swap meets and other outlets that may remain open reminds customers about the importance of physical distancing, the need to wear a face covering at all times while at the shopping mall and the occupancy limit.
- ☐ Signage throughout the shopping center indicates to customers where to find the nearest hand sanitizer dispenser.
- ☐ Online outlets of the establishment (website, social media, etc.) provide clear information about store hours, required use of face coverings, limited occupancy, any policies in regard to preordering, prepayment, pickup and/or delivery and other relevant issues.

E. MEASURES THAT ENSURE EQUITABLE ACCESS TO CRITICAL SERVICES

- ☐ Services that are critical to the customers/clients have been prioritized.
- ☐ Transactions or services that can be offered remotely have been moved on-line.
- ☐ Measures are instituted to assure access to goods and services for customers who have mobility limitations and/or are at high risk in public spaces.

**Any additional measures not included above should be listed on separate pages,
which the business should attach to this document.**

**You may contact the following person with any
questions or comments about this protocol:**

**Business
Contact Name:**

Phone number:

**Date Last
Revised:**

ATTACHMENT "B"**PUBLIC ORDER UNDER CITY OF SAN FERNANDO EMERGENCY AUTHORITY
(SWAP MEET – ADDED OPERATIONAL REQUIREMENTS)**

Issue Date: August 3, 2020

On March 16, 2020, the City Council of the City of San Fernando ("City") declared a Local Emergency pursuant to San Fernando Municipal Code Chapter 26 Section 2 in response to the public threat caused by the Coronavirus (COVID-19) pandemic. Such declaration grants specific duties to the officers and employees of the City as set forth in Chapter 26 Section 63. Since that time several additional measures have been taken by the State of California and the City of San Fernando to protect the public from an undue risk of contracting COVID-19.

On March 21, 2020, the County of Los Angeles Department of Public Health (the "Health Department") first issued the "Safer at Home Order for the Control of COVID-19" (the "Safer at Home Order") and has issued a succession of updated iterations to the same since with the most recent iteration of the Safe at Home Order being issued on July 18, 2020. The term "Safer at Home Order" means the most current iteration of the aforementioned order of the Health Department, inclusive of any related guidance material relating to the same.

By virtue of authority vested in me as the Director of Emergency Services, pursuant to the provisions of the San Fernando Municipal Code Chapter 26 Section 63(a)(6)(a) to "make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency", I hereby declare the following orders to be necessary for the protection of life and property and hereby order:

1. The swap meet located at 585 Glenoaks Boulevard in the City of San Fernando and commonly referred to as San Fernando Swap Meet (the "Swap Meet") is subject to the County of Los Angeles Protocols for Shopping Centers: Appendix E of the Safer at Home Order.
2. In addition to the Protocols for Shopping Centers, the Swap Meet is hereby required to adhere to the following added operational conditions above and beyond those set forth in the Safe at Home Order as of the date of this order of the City:
 - a. In addition to the informational signage called for under the Safer at Home Order, Swap Meet operations shall post additional informational signage notifying Swap Meet patrons and vendors of applicable social distancing protocols, proper way to wear a mask, and location of handwashing/ sanitation stations. The additional signage shall be posted conspicuously at the entrance and exit of each row of booths that are being used by vendors for the purpose of selling goods on any given day.
 - b. Swap Meet operators shall provide additional handwashing stations at each entrance to the Swap Meet, at the exterior of each restroom facility, and another 4 (1 per 100,000 square feet of retail space) handwashing stations distributed throughout the grounds of the Swap Meet during business hours.
 - c. Swap Meet operators will limit people capacity to a maximum of 50% of the persons capacity authorized by the Fire Marshall at any given time during

business hours (“persons” includes customers, vendors, and staff). The Swap Meet operators shall also limit the number of vendors allowed to operate at the Swap Meet at any given time to 50% of the total number of vendor stalls available to vendors.

3. Although the Safer at Home Order permitted the resumption of swap meet operations in the County of Los Angeles effective as of May 26, 2020 subject to conditions and guidance stated in the Safer at Home Order, I hereby find that circumstances and factors specific to the Swap Meet’s operations in San Fernando warrant more stringent regulation than what is called for under the Safer at Home Order. It is also observed that the Safer at Home Order by its own terms authorizes cities to implement more stringent regulations than those called for under the Safer at Home Order. The specific circumstances and factors that warrant the closure of the Swap Meet are as follows:
 - a. The Swap Meet is not considered an “Essential Business” under the State and County of Los Angeles Health Orders.
 - b. The Swap Meet provides the potential for a large gathering of people that may further community spread of COVID-19.
 - c. As of July 29, 2020, the City of San Fernando has a high concentration of confirmed COVID-19 cases and deaths.
 - i. 594 confirmed cases; equal to 2,413 per 100,000 residents (65th of 88 incorporated cities and unincorporated areas in Los Angeles County).
 - ii. 14 confirmed deaths; equal to 57 per 100,000 residents (69th of 88 incorporated cities and unincorporated areas in Los Angeles County).

Any violation of this order shall be enforced by Section 1-10 of the San Fernando Municipal Code which allows a maximum fine of \$1,000 or a maximum of six months imprisonment. Each infidel officer should use their discretion in enforcing this order and always keep the intent of the order in mind.

This order shall be effective at 11:59 p.m. on August 3, 2020 and shall remain in effect until 11:59 p.m. on August 20, 2020.

This order may be extended or rescinded by the Director of Emergency Services, in writing, prior to August 20, 2020.

Date: _____

Nick Kimball, City Manager
Director of Emergency Services
City of San Fernando

ATTACHMENT "C"**PUBLIC ORDER UNDER CITY OF SAN FERNANDO EMERGENCY AUTHORITY
(SWAP MEET CLOSURE)**

Issue Date: August 3, 2020

On March 16, 2020, the City Council of the City of San Fernando ("City") declared a Local Emergency pursuant to San Fernando Municipal Code Chapter 26 Section 2 in response to the public threat caused by the Coronavirus (COVID-19) pandemic. Such declaration grants specific duties to the officers and employees of the City as set forth in Chapter 26 Section 63. Since that time several additional measures have been taken by the State of California and the City of San Fernando to protect the public from an undue risk of contracting COVID-19.

On March 21, 2020, the County of Los Angeles Department of Public Health (the "Health Department") first issued the "Safer at Home Order for the Control of COVID-19" (the "Safer at Home Order") and has issued a succession of updated iterations to the same since with the most recent iteration of the Safe at Home Order being issued on July 18, 2020. The term "Safer at Home Order" means the most current iteration of the aforementioned order of the Health Department, inclusive of any related guidance material relating to the same.

By virtue of authority vested in me as the Director of Emergency Services, pursuant to the provisions of the San Fernando Municipal Code Chapter 26 Section 63(a)(6)(a) to "make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency", I hereby declare the following orders to be necessary for the protection of life and property and hereby order:

1. The Swap Meet located at 585 Glenoaks Boulevard in the City of San Fernando and commonly referred to as San Fernando Swap Meet (the "Swap Meet") is subject to the County of Los Angeles Protocols for Shopping Centers: Appendix E of the Safer at Home Order.
2. The Swap Meet is hereby ordered closed effective as of August 4, 2020 to August 20, 2020.
3. Although the Safer at Home Order permitted the resumption of swap meet operations in the County of Los Angeles on May 26, 2020, notwithstanding the authorization set forth in the Safer at Home Order, , I hereby find that circumstances and factors specific to the Swap Meet's operations in San Fernando warrant more stringent regulation than what is called for under the Safe at Home Order. It is also observed that the Safer at Home Order by its own terms authorizes cities to implement more stringent regulations than those called for under the Safer at Home Order. The specific circumstances and factors that warrant the closure of the Swap Meet are as follows:
 - a. The Swap Meet is not considered an "Essential Business" under the State and County of Los Angeles Health Orders.

- b. The Swap Meet provides the potential for a large gathering of people that may further community spread of COVID-19.
- c. As of July 29, 2020, the City of San Fernando has a high concentration of confirmed COVID-19 cases and deaths.
 - i. 594 confirmed cases; equal to 2,413 per 100,000 residents (65th of 88 incorporated cities and unincorporated areas in Los Angeles County).
 - ii. 14 confirmed deaths; equal to 57 per 100,000 residents (69th of 88 incorporated cities and unincorporated areas in Los Angeles County).
- 4. Reopening of the Swap Meet will be subject to the following circumstances and conditions being met:
 - a. Confirmed-Hospitalized individuals, as reported daily through the LA County COVID-19 Surveillance Dashboard, falls below 1500 and stays below 1500 for three (3) consecutive days as that was the average Confirmed Hospitalized data at the time the Safer at Home Order was revised to allow outdoor shopping centers to reopen; or
 - b. The seven-day average infection rate (i.e. # of confirmed positive residents/total # of residents) in San Fernando is less than the seven-day average infection rate in Los Angeles County for three consecutive days.

Any violation of this order shall be enforced by Section 1-10 of the San Fernando Municipal Code which allows a maximum fine of \$1,000 or a maximum of six months imprisonment. Each infidel officer should use their discretion in enforcing this order and always keep the intent of the order in mind.

This order shall be effective at 11:59 p.m. on August 3, 2020 and shall remain in effect until 11:59 p.m. on August 20, 2020.

This order may be extended or rescinded by the Director of Emergency Services, in writing, prior to August 20, 2020.

Date: _____

Nick Kimball, City Manager
Director of Emergency Services
City of San Fernando

ATTACHMENT "D"

Below are answers to some of the questions posed by the City of San Fernando with respect to the operation of the San Fernando Swap Meet during the current COVID-19 pandemic.

1. What guidelines is the San Fernando Swap Meet (SFSM) using to develop safety protocols?

The safety of our employees, patrons, vendors and the community are of utmost importance and we are committed to taking all reasonable precautionary measures to safeguard these people.

Pursuant to the County of Los Angeles Department of Public Health Order of the Health Officer ("Health Order") the Swap Meet is required to prepare, implement and post the Los Angeles County Department of Public Health Protocols for Shopping Center Operators ("County Protocols"). A copy of the current County Protocols adopted by and posted at the Swap Meet are attached as Exhibit A.

In addition to complying with the requirements of the Health Order and the County Protocols, we have developed our own set of safety protocols and vendor and customer rules for the operation of the Swap Meet during the current pandemic. In developing our safety protocols and rules we have followed the COVID-19 Industry Guidance for Shopping Malls, Destination Shopping Centers, Strip and Outlet Malls and Swap Meets published by the California Department of Public Health and Cal OSHA ("State Guidelines") and have relied on other health and safety guidance published by the State and the CDC as well as the advice of outside counsel.

The County Protocols and State Guidelines for shopping centers are similar to the protocols and guidelines that are followed by indoor retailers (regardless of size – e.g. they apply to larger retailers such as Costco and to smaller store fronts) even though we have significantly more space and operate outdoors. Based on current governmental guidance, it would seem appropriate to assume that the Swap Meet can operate more safely than other retail operations because we operate completely outdoors (except for bathrooms and reservation offices for employees) and we occupy significantly greater space than any retailer. We have over 400,000 square feet of outdoor space, excluding the parking field (with the parking field, we have over 800,000 square feet of space).

The County Protocols give us discretion to adopt or modify the listed safety measures depending on the unique circumstances of our business. Nevertheless, in many instances we have implemented stricter safety protocols than the County Protocols and State Guidelines.

For your reference, below are some of the safety measures included in the County Protocols and the internal safety protocols and rules we developed to address (or exceed) them. Prior to opening, our staff was trained on these protocols. Our management team is closely watching operations and updated governmental guidance to make adjustments when and as needed.

County Protocol: Indoor retailers are required to limit capacity to no more than 50%. Swap meets are not required to meet this requirement, only to limit occupancy sufficient to ensure physical distancing requirements can be maintained.

SFSM Protocol: As you will see below in #2, we are currently operating at less than 30% capacity. We eventually expect to expand operations but will cap maximum capacity at 50% even though we are not required to do so under the County Protocols. We are self-imposing the same

capacity limit as indoor operations (and retailers) even though the County Protocols give us discretion.

County Protocol: Outdoor public seating areas (e.g. chairs, benches and other public spaces) are reconfigured to support physical distancing.

SFSM Protocol: Currently, the only public seating that we are allowing shoppers to use are the tables/chairs near the outdoor cafe. There are a minimal number of small tables (less than 8) and all are spread out to allow for social distancing.

County Protocol: The HVAC system is in good, working order; to the maximum extent possible, ventilation has been increased. Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible and making other modifications to increase the quantity of outside air and ventilation in offices and other spaces.

SFSM Protocol: This is not applicable to the Swap Meet. We have a significant advantage here because we operate completely outdoors – ventilation is presumably at its maximum possible.

County Protocol: Employee screenings are conducted before employees may enter the workspace. Checks must include a check-in concerning cough, shortness of breath, difficulty breathing and fever or chills and if the employee has had contact with a person known to be infected COVID-19 in the last 14 days. These checks can be done remotely or in person upon the employees' arrival. A temperature check should also be done at the worksite if feasible.

SFSM Protocol: All of our employees are screened before beginning work – they are required to answer certain questions related to COVID-19 as well as take a temperature test. In order to enter the premises they also need to wear a mask and gloves. In addition, we've worked out a schedule to ensure that breaks are staggered to allow for social distancing. Our protocols for employees are lengthy and were created with our HR department.

County Protocol: Shopping center operators, retail tenants and vendors should collaborate to develop a shopping center operations plan that enables tenants to operate safely inside and outside the shopping center and to ensure compliance with all applicable DPH protocols and state and local laws and regulations.

SFSM Protocol: We understand that our vendors may not have access to information regarding safety protocols and may not have resources to navigate them. While it remains each vendor's responsibility to research, understand and comply with the requirements, we had an internal group prepare the enclosed vendor operating rules (Attached as Exhibit B). They are given to each vendor (in English and Spanish) prior to entering and the vendor is required to acknowledge reading and understanding the rules. These rules are also posted at the Swap Meet. Some of the rules include:

- Vendors are required to wear masks at all times
- Vendors must ensure that there are no more than 4-6 people in their booths at all times
- Hand sanitizer must be placed in each vendor space for customer and

- vendor use
- Strict requirements regarding setup and break-down timing to facilitate social distancing

Our shoppers are also given COVID-19 safety rules upon entry (attached as Exhibit C). There is also signage upon entry listing our COVID-19 safety rules.

To help enforce the rules for vendors and shoppers, we have dedicated employees walking around and others stationed in certain areas to monitor compliance. When there are more than two violations (especially by a vendor), we prohibit such vendor or customer from further entry into the Swap Meet. We consider these rules and the safety of everyone at the Swap Meet to be paramount.

County Protocol: Customers arriving at the establishment are reminded to wear a face covering at all times (except while eating or drinking, if applicable) while in the shopping center or on the grounds of the shopping center. This applies to all adults and to children 2 years of age and older. Only individuals who have been instructed not to wear a face covering by their medical provider are exempt from wearing one. To support the safety of your employees and other visitors, a face covering should be made available to visitors who arrive without them.

SFSM Protocol: See answer immediately above.

County Protocol: Signage at outdoor shopping malls, swap meets and other outlets that may remain open reminds customers about the importance of physical distancing, the need to wear a face covering at all times while at the shopping mall and the occupancy limit.

SFSM Protocol: We have signage at all entrances reminding customers the importance of physical distancing and wearing a face mask and additional signage at key locations throughout the property. Signage is in both English and Spanish. Our employees are also walking around at all times to try to enforce these protocols.

County Protocol: Transactions or services that can be offered remotely have been moved on-line. Contactless payment systems are in place or, if not feasible, payment systems are sanitized regularly (if not, describe). Employees, wearing face coverings and gloves, are positioned 6 feet from each other and from customers to deliver orders to customers. Bins should be used to pass packaged, pre-ordered merchandise to customers to avoid personal contact between employees and customers. Employees may momentarily come closer when necessary to accept payment, deliver goods or services, or as otherwise necessary.

SFSM Protocol: As you know, one of the reasons that we delayed the reopening of the Swap Meet was to implement technology to allow vendors to reserve spaces online. This became the biggest source of angst for the vendors upon reopening as the system didn't allow for long term vendors to reserve their historical spaces. However, our intention was to try to create a safer environment by requiring contactless payments and reservations. Given the limitations of the online booking system, we are currently taking reservations at the Swap Meet office. All vendors are required to stay 6 feet apart (there are demarcations on the ground to encourage that), our employees are behind plexiglass and we limit the number of

employees in the reservation booths to encourage social distancing among employees. We are working on improving our online reservation system to decrease the need for in-person reservations.

We have also adjusted our prices for shoppers to decrease the need to make change in coins and to minimize the physical interaction between employees and shoppers.

Though we encourage it, we are unable to require our vendors to accept contactless payment from shoppers at this time. However, unlike a grocery store, we have many vendors who are spread across the property which allows for more social distancing between vendors than between grocery store cashiers and their customers.

2. What are your capacity limits for vendors and shoppers?

Vendors

The Swap Meet is over 400,000 square feet not including the parking field. Based on that square footage, we think we could accommodate approximately 1,200-1,500 vendor spaces (the MOU contemplates approximately 1,000 vendor spaces). However, our goal is not to maximize the number of vendor spaces at the expense of the shopper experience nor is there demand for that many spaces. And, now, with COVID-19, our primary focus is on creating a safe environment, so we are reducing the number of spaces as a way to encourage distancing (some rows are closed entirely and roughly every other space is available for reservation in open rows). During COVID-19, we are setting occupancy to approximately 600 vendors, which is about 50% of our total capacity. To ensure social distancing with 600 vendors, we would contemplate using some of the parking field. However, it is too soon for us to make those plans as there isn't sufficient demand.

We are currently operating at a loss and will likely continue to do so until we can build occupancy closer to prior levels. Returning to profitability is also made more difficult by the ongoing increase in operational costs to implement the safety measures required to address COVID-19.

On our busiest day since reopening we only had 200 hundred vendors, which is 13% of approximate maximum capacity. Even though we would like to eventually get to approximately 600 vendors, we've currently limited reservations in our system to 400 vendor spaces, which is about 27% capacity. This is not sustainable from an economic perspective, but we intentionally reduced the maximum temporarily to allow for operational adjustments until we can ramp up to a more sustainable level.

In addition to limiting capacity, we have spread out the currently available spaces across the Swap Meet. Previously all the spaces were clustered at the front of the Swap Meet, but now they are distributed across the property – all the way towards the back where the stage is located and between each storage unit. This wide distribution of vendor spaces facilitates social distancing. With that said, the greatest demand is for spaces along the fence and in the front. These are the prime areas and therefore you will see more of them occupied than the spaces in the middle section or the back. However, again, a percentage of these prime spaces are, and will remain, unavailable for reservation even though we can sell them at a higher cost, which would help us achieve profitability during this time.

Shoppers

With over 400,000 square feet of outdoor space, we have a significant amount of capacity. There are 105 storage units, which take up less than 30,000 square feet of space. We do not have information on the maximum shoppers allowed at one time per the fire marshal/code, as this hasn't been an issue.

At a capacity of 3,000 shoppers at one time, there would be 7.5 shoppers per 1,000 square feet.

At a capacity of 2,000 shoppers at one time, there would be 5 shoppers per 1,000 square feet.

At a capacity of 1,000 shoppers at one time, there would be 2.5 shoppers per 1,000 square feet.

We have self-imposed a maximum capacity of 3,000 shoppers at a time, but we are currently only letting in 1,000 people at a time to allow people to acclimate to our social distancing requirements. We have implemented procedures to ensure that capacity limits are followed by our employees at entrances. Currently, there are two open entrances. Each entrance is allowed to admit up to 500 shoppers. Once capacity is reached, additional shoppers are not allowed to enter until a certain number of shoppers leave. Our employees are communicating through walkie talkies and using a hand counter – very much like what you may see at many of the farmer's markets.

When maximum shopper capacity is reached, we require shoppers to stand in a line outside the entry gates while maintaining a 6-foot distance apart (except for families, who can be together). There are demarcations on the ground to indicate a 6-foot distance. However, with two entrances, we have not experienced significant lines.

3. Do you perform temperature checks on vendors and shoppers?

Vendors

Vendors are temperature checked each morning before they are allowed access to the property. Vendors must stay in their cars while being temperature checked. They are also asked a set of health screening questions. If they answer yes to any of the screening questions or have a temperature above 100.4, then they are denied access. This is not a requirement of the County Protocols, but we think it is important to help safeguard the health of others at this time.

Shoppers

Shoppers are not temperature checked but we do have signage consistent with government guidance instructing shoppers not to enter if they meet certain COVID-19 risk criteria. We think temperature screening would create more congregation than necessary while customers are waiting to get in. Moreover, even indoor retail operations are not required to temperature check their shoppers.

4. How many customers are allowed at each vendor booth at a time and are there floor markers on the ground at each vendor station?

Depending on the size of the booth, a maximum of 4-6 people (shoppers and the vendor) are permitted. In order to ensure social distancing, we request our employees to partner with our vendors to help enforce this rule. Our employees are constantly walking around and helping vendors monitor their booths. When a vendor is not compliant, they receive no more than two warnings before they are requested to leave and not come back.

As for marking the floor to ensure 6 feet distance, that would be incredibly difficult to enforce and for shoppers to navigate amongst the many booths. It's the same problem that grocery stores and other major retailers have in their aisles. But, again, our biggest advantage is that we have significantly more space to spread out people (especially at reduced vendor capacity) and we are outdoors so air circulation is at its maximum. Again, we constantly have employees walking around to monitor potential congestion and to encourage social distancing.

5. How many hand sanitizing stations are available to customers and vendors?

We request that our vendors have hand sanitizer available at their space (and the majority are compliant). We have hand sanitizing stations at each entrance, the reservation booth, and we are continuously adding more throughout the property. We also provide washing stations in our bathrooms, and have an employee stationed at each bathroom to ensure social distancing.

6. Where do you display COVID-19 rules regarding physical distancing and masks?

The County Protocols and vendor rules are posted at the reservation office. Shoppers are provided with copies of our shopper rules in English and Spanish upon entry, and vendors are given their rules upon entry after temperature checks. In addition, we have large signage in English and in Spanish at all entrances, reservation booths and on light poles throughout the property.

7. How many bathrooms do you have and how is social distancing regulated?

We have four bathroom facilities. To help ensure social distancing, we have two employees at each bathroom facility – one at the top of the ramp and one at the bottom. Only four shoppers are allowed at a time in each bathroom. Lines start at the bottom of the ramp to ensure that cross traffic is at least 6 feet apart.

Note that these protocols are in effect as of 7/29/2020 and are subject to change to address the health and safety of our community.

EXHIBIT A

(see attached)

EXHIBIT B**SAN FERNANDO SWAP MEET COVID-19 VENDOR RULES AND PROCEDURES**
Effective June 25, 2020

The following COVID-19 rules and procedures ("COVID Rules") govern the San Fernando Swap Meet ("Swap Meet") located at 585 Glenoaks Blvd., San Fernando, California (the "Site") operated by Swap Meet Manager (defined below).

INTRODUCTION

These COVID Rules are in addition to the generally applicable San Fernando Swap Meet Operations Policies & Rules. In the event of a conflict with the generally applicable Policies & Rules, these COVID Rules apply.

These COVID Rules govern the conduct of each vendor/seller ("Seller" or "you"), and each of your assistants, employees, associates, agents and contractors on the Site. Swap Meet Manager reserves the right to revoke tickets or permits to sell at any time, and to remove from the Site, without refund of any unused fee unless required by law, any Seller who violates these COVID Rules.

BOOTH RESERVATIONS

All booth rentals must be done online in advance at sanfernandoswapmeet.com. No rentals on site and no cash will be accepted for rentals. No exceptions.

SELLER COVID-19 SCREENING

- Swap Meet Manager reserves the right to screen your temperature and refuse entry if your temperature exceeds 100.4.
- **You must not enter the Site if:**
 - You have tested positive or you received a diagnosis of COVID-19 in the past 14 days.
 - You have traveled internationally or been on a cruise in the past 14 days.
 - You have had close contact with or cared for someone diagnosed with COVID-19 within the past 14 days.
 - You have experienced, with greater intensity or frequency than normal, any of these symptoms: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny notes, nausea or vomiting, diarrhea.
 - You meet any updated Covid-19 screening criteria identified by the CDC.
- In addition to any screening conducted by Swap Meet Manager, Sellers are responsible for screening employees and ensuring that employees do not come to the Site if they answer yes to any of the above.

CHECK-IN AND SET-UP

- Sellers must check-in with staff stationed at entry.
- Seller entry only available at North gate on Arroyo (a.k.a. Furniture Gate).
- Swap Meet Manager may stagger entry to prevent crowding.
- Sellers must complete setting up their rented space no later than 7:00 am.

PARKING

- Sellers must park in the designated parking area within the white lines of their rented space or in the Linzar parking lot. No parking in guest parking lot at the Site.
- No vehicles will be allowed in or out between 7:00 am and 1:00 pm.

CAPACITY LIMITS

- Seller capacity will be limited. Seller capacity may be increased in Swap Meet Manager's discretion in accordance with government guidelines.
- Customer capacity will also be limited in Swap Meet Manager's discretion to prevent crowding and facilitate social distancing.

SELLER OPERATING REQUIREMENTS

- You and your employees must wear a face covering (mask) and gloves.
- You should practice physical distancing of at least 6 feet between all people not members of the same household at all times. The only exception is when momentarily necessary to accept payment or deliver goods.
- Physical barriers (such as plexiglass) should be used where physical distancing is difficult.
- You may not have more than 4-6 people in any rented space at any time, including customers.
- Sellers may not allow customers to congregate in or around their rented space.
- All product must be located within the white lines of your rented space. No product is allowed in walkways or empty booth areas.
- To the extent practical, Sellers shall display their products for sale in a manner that provides for easy and accessible viewing by potential customers, and limits product handling by customers.
- Produce/Food Sellers: No food item, candy or beverage (individually packaged and intended for consumption by one person) may be sold without prior written consent from the Swap Meet Manager. If selling food or produce, customers should tell the Seller their selection, and Sellers must bag the items for the customer. Customers should not be touching food or produce until purchased. No samples.
- Clothing Sellers: Trying on clothing is strongly discouraged. Items tried on must be sanitized between customers or set aside for 24 hours.
- Sellers should regularly clean and sanitize surfaces touched by customers.
- Sanitizer must be made available by Sellers for use by customers. You and your employees should wash or sanitize your hands frequently.
- Swap Meet Manager encourages Sellers to accept cashless payments.
- Sellers must clean-up their space at the end of the day. Everything brought in must be brought out. Sellers may not leave product, boxes, trash or other waste on the Site.

ADDITIONAL SELLER OPERATING REQUIREMENTS - COMPLIANCE WITH LEGAL REQUIREMENTS

- You are required to review and comply with the County of Los Angeles Department of Public Health Orders of the Health Officer regarding COVID-19 including the Protocol for Retail Operators and/or or Protocol for Restaurants. Health Officer orders and protocols are available at: <http://publichealth.lacounty.gov/media/Coronavirus/>.
- If required by Swap Meet Manager, you must post these protocols or other signage regarding COVID-19 safety measures.
- Business types and activities ordered closed by the County of Los Angeles Department of Public Health are prohibited. Swap Meet Manager may restrict additional uses in its discretion.

INDEMNITY AND LIABILITY WAIVER

Swap Meet Manager cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while at the Site. It is not possible to prevent against the presence of the disease. Therefore, if you choose to enter onto the Site you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

In consideration for the license or right to do business at the Site, to the extent permitted by applicable law, you (i) accept the risk of contracting COVID-19 for yourself and your assistants, employees, associates, agents and contractors, (ii) fully, forever and irrevocably release Nationwide Theatres Corp. ("Swap Meet Manager"), the Site owner and their respective members, shareholders, managers, officers, directors, affiliated entities, parents, subsidiaries, employees, agents and contractors ("Owner Parties"), and (iii) forever release and waive your right to bring suit against any Owner Parties in connection with exposure, infection, and/or spread of COVID-19 related to the Site. This waiver means that you give up your right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claims you may have to seek damages, whether known or unknown, foreseen or unforeseen, in connection with exposure, infection, and/or spread of COVID-19 related to the Site.

Each Seller shall indemnify, defend (with counsel acceptable to Swap Meet Manager), reimburse and hold harmless the Owner Parties from and against any and all claims, actions, costs, liabilities, lawsuits, penalties, fines, damages, losses and expenses of any kind (including, without limitation, attorneys' fees and costs of litigation as and when due) arising from or incurred in connection with (i) Seller's operations at the Site, (ii) Seller's violation of these COVID-19 Rules (iii) exposure, infection, and/or spread of COVID-19 related to the Site.

SWAP MEET MANAGER RESERVES THE RIGHT AT ANY TIME AND FROM ANY TIME TO TIME TO AMEND THESE POLICIES AND RULES AS IT DETERMINES IN ITS SOLE AND ABSOLUTE DISCRETION. EACH SELLER MUST REVIEW ALL NOTICES POSTED AT THE SITE BY SWAP MEET MANAGER, AND EACH SELLER IS REQUIRED TO COMPLY FULLY WITH ALL AMENDMENTS AND CHANGES TO THESE COVID RULES.

For any questions, please call 818-361-1431 between 8am-2pm Tuesday, Thursday, Friday, Saturday, or Sunday (Closed Monday and Wednesday).

EXHIBIT C**SAN FERNANDO SWAP MEET CUSTOMER RULES**

Below are rules that we require all customers to follow. They are intended to protect you, sellers, our employees and community as our collective health is of upmost importance during these challenging times.

- Please do not enter the premises if you are experiencing flu like symptoms or have a fever, a persistent cough, experiencing shortness of breath or any other COVID-19 symptoms. Please also do not enter the premises if you have been diagnosed with COVID-19 or have been exposed to someone who has been diagnosed with COVID-19.
- You must wear a mask when you are on the premises. This includes wearing a mask when visiting the bathroom.
- Patrons arriving at the site with children must ensure that children stay at their side, do not touch any other person or any item that does not belong to them, and wear a face covering if over two years of age.
- You must practice social distancing at all times except as briefly required to complete transactions. This means staying at least 6 feet away from people who are not members of your household. Congregating in groups of more than 10 is prohibited.
- Many pathways are designated one-way only. Please walk in the direction of the arrows on the ground in the shopping aisles to ensure a single flow of traffic.

Customers must also follow all other guidelines posted at the property as well as CDC and LA County Department of Public Health guidelines. Customers and vendors who do not comply with safety requirements, will be asked to leave without refund. We encourage sellers to accept cashless payment. Otherwise, please bring exact change. We sincerely thank all our loyal customers for their continued support.

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AGENDA REPORT

To: Vice Mayor Hector A. Pacheco and Councilmembers

From: Mayor Joel Fajardo

Date: August 3, 2020

Subject: Discussion Regarding COVID-19 Response Efforts and Approval of Proposed Recommendations

RECOMMENDATION:

Receive a presentation from staff related to the City's COVID-19 efforts, including, but not limited to:

- a. Review and approval of the City's COVID-19 planning, response, enforcement, and education efforts, and related policy initiatives; and
- b. Review and approval of financial assistance programs and the pursuit of funding opportunities, and related recommendations, as appropriate.

ANALYSIS:

I have placed this on the agenda for City Council to discuss the City's response efforts and policy initiatives related to the COVID-19 pandemic and provide direction to staff, as appropriate.

This discussion is meant to provide City Council and staff the opportunity to discuss all items related to the City's response efforts and policy initiatives related to the COVID-19 pandemic, including, but not limited to, discussion of financial hardship programs and CARES Act and other potential stimulus funding.

Staff Updates.

Los Angeles County Department of Public Health Safer At Home Health Order.
Staff will provide an update on current Health Orders issued by the County.

Discussion Regarding COVID-19 Response Efforts and Approval of Proposed RecommendationsPage 2 of 2

Health Order Enforcement.

Staff will provide an update on current enforcement efforts and request direction related to future enforcement, as appropriate.

City Facility Closures.

City Hall had been temporarily open to the public on certain days (i.e. Monday, Wednesday and Thursday from 12 pm to 5:30 pm). However, due to the Governor's Order to close many of the higher risk activities that were previously allowed to open, including non-essential offices, City Hall has been closed to the public again, until further notice.

Indoor recreational facilities remain closed to the public except when a heat advisory is issued and Recreation Park and Las Palmas Park facilities are open as cooling centers. Staff is following the County protocol for physical distancing and cleaning while the cooling centers were open.

BUDGET IMPACT:

There is no budget impact associated with discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENTS:

A. LA County Daily COVID-19 Data – as of July 28, 2020

ATTACHMENT "A"

LA County Daily COVID-19 Data

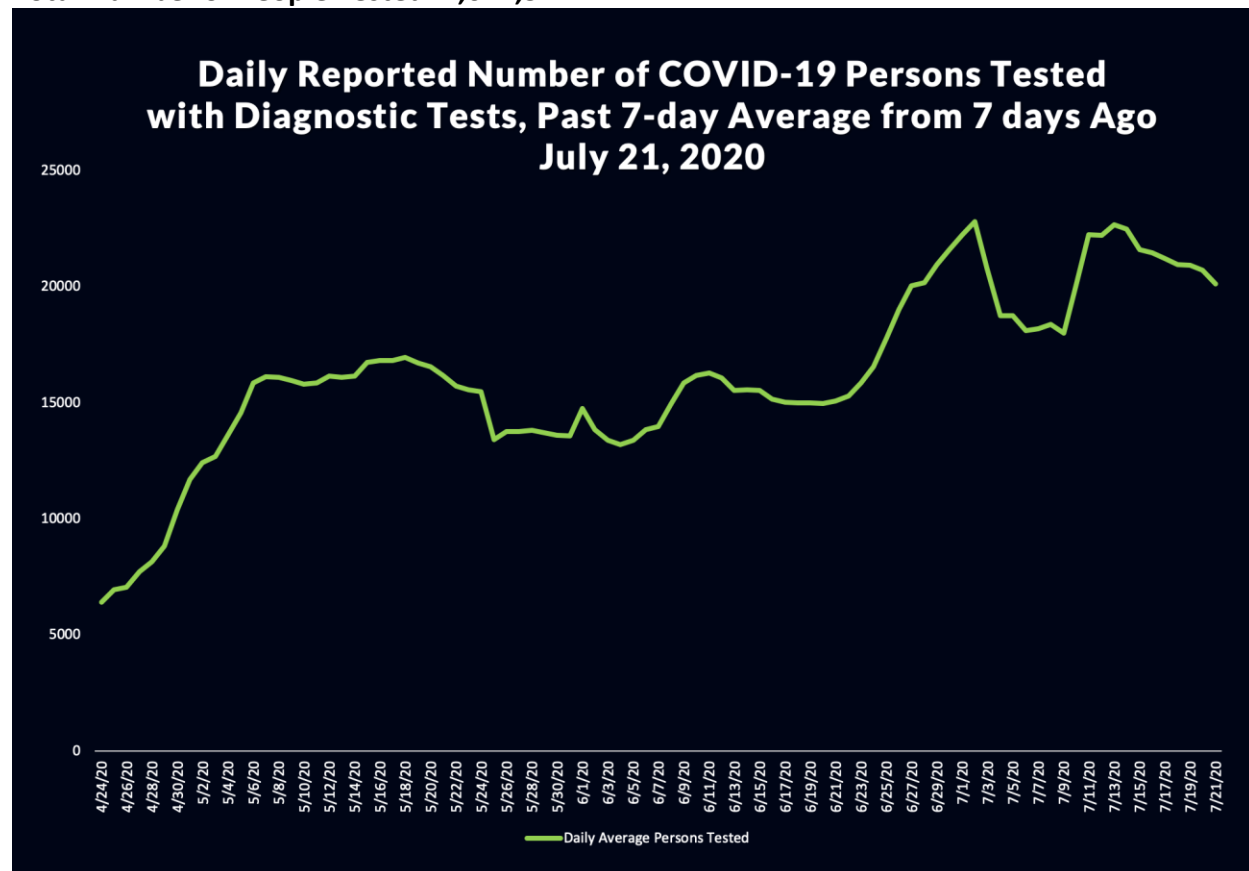
SOURCE:

<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; visited on 7/29/2020 @ 12:45pm.

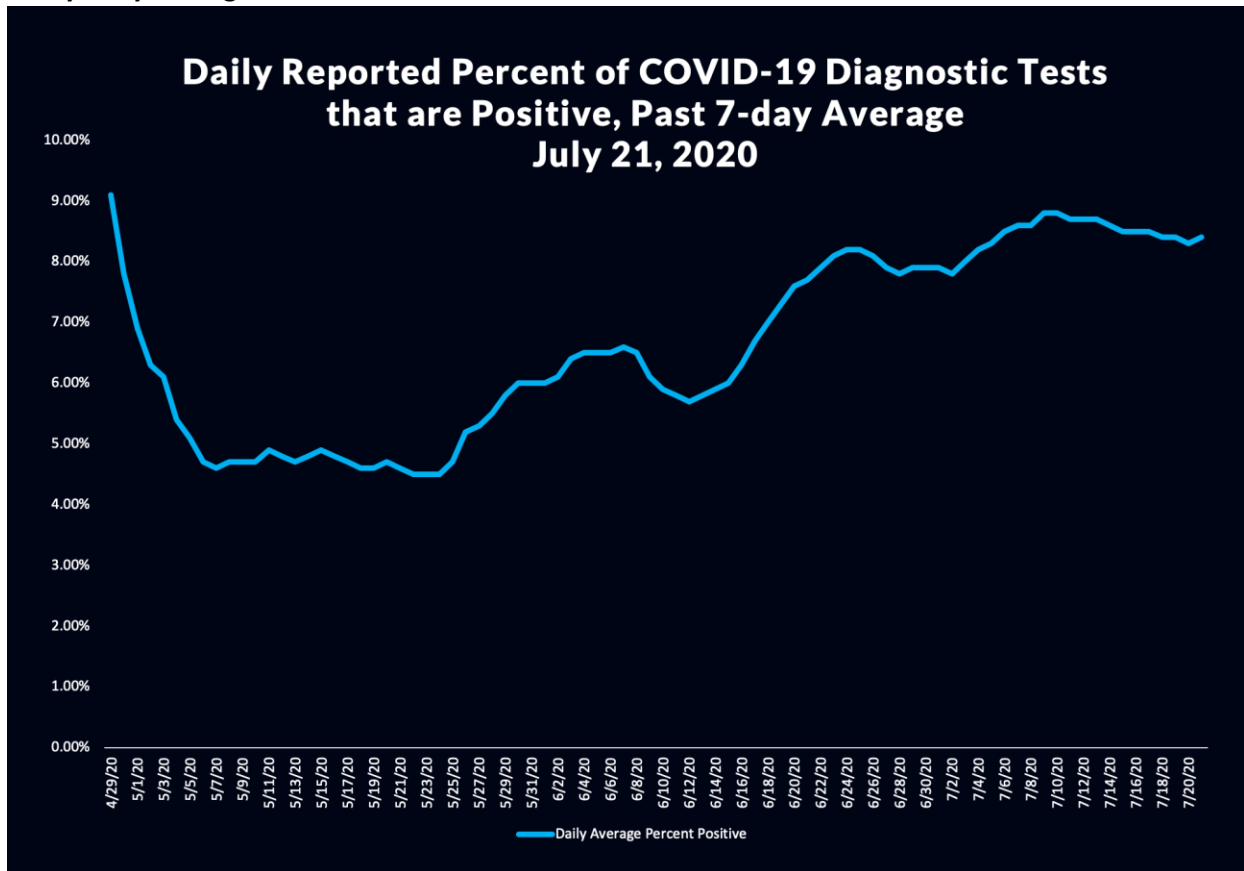
Graph 1: Daily Reported Persons Tested for COVID-19

7-Day Daily Average: 20,138

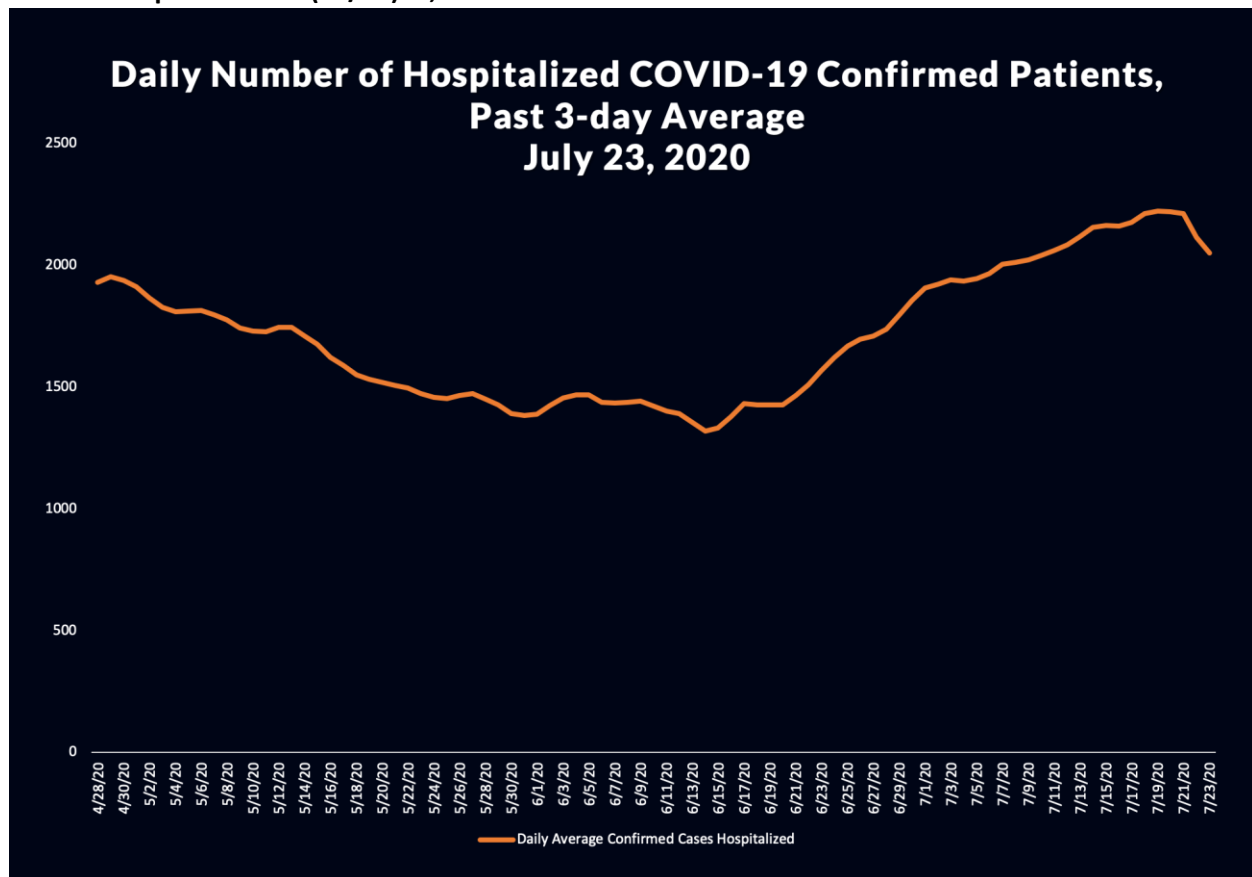
Total Number of People Tested: 1,674,512



ATTACHMENT "A"

Graph 2: Daily Reported Percent Positive for COVID-19**7-Day Daily Average: 8.4%**

ATTACHMENT "A"

Graph 3: Daily Number of COVID-19 Hospitalized**Current Hospitalizations (07/28): 2,051**

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk

Date: August 3, 2020

Subject: Discussion and Consideration Regarding the Election Titles and Ballot Layout for the November 3, 2020 General Municipal Election

RECOMMENDATION:

It is recommended that the City Council discuss and provide direction to staff.

BACKGROUND:

1. On July 6, 2020, the City Council adopted Resolution No. 8010 ("Attachment A"), calling and giving notice of the City of San Fernando General Municipal Election to be held on November 3, 2020 consolidated with the County of Los Angeles Statewide General Election; to elect two members to the City Council for the full-term of four years; and, one member for the remaining two-year term of a four-year term (due to a mid-term vacancy that occurred in September 2019).
2. On July 8, 2020, a certified copy of adopted Resolution No. 8010 was subsequently transmitted to the County of Los Angeles Registrar-Recorder/County Clerk's Office in order to proceed with the consolidation and all steps necessary for the holding of the City's election.

ANALYSIS:

After further discussions with the County of Los Angeles Elections Division Manager, there is some flexibility to format the ballot titles if the City Council would like to differentiate between the two available terms. The first option is to label both the two-year term and four-year terms as "San Fernando City General Municipal Election." The second option is to label the four-year term as "San Fernando City General Municipal Election" and label the two-year term as "*San Fernando City Special Municipal Election.*"

Please note that the samples below are being provided for illustrative purposes only. The final formatting and wording will be determined by the County of Los Angeles Registrar Recorder.

Discussion and Consideration Regarding the Election Titles and Ballot Layout for the November 3, 2020 General Municipal ElectionPage 2 of 3

Option 1: Label both elections as San Fernando City General Municipal Election:**San Fernando City General Municipal Election.**

Please select two (2) candidates to serve a four-year city council term:

- ☐ Candidate A
- ☐ Candidate B
- ☐ Candidate C

San Fernando City General Municipal Election.

Please select one (1) candidate to serve a two-year City Council term:

- ☐ Candidate D
- ☐ Candidate E
- ☐ Candidate F

Option 2: Label the four-year term as San Fernando City General Municipal Election and the two-year term as San Fernando City Special Municipal Election:**San Fernando City General Municipal Election.**

Please select two (2) candidates to serve a four-year city council term:

- ☐ Candidate A
- ☐ Candidate B
- ☐ Candidate C

San Fernando City Special Municipal Election.

Please select one (1) candidate to serve a two-year City Council term:

- ☐ Candidate D
- ☐ Candidate E
- ☐ Candidate F

Staff has confirmed with the County's Election Division Manager that this would be a cosmetic/formatting issue and would not necessitate any additional City Council action. Based on City Council direction, staff will submit the City's preference to the County for consideration for the November election.

Discussion and Consideration Regarding the Election Titles and Ballot Layout for the November 3, 2020 General Municipal ElectionPage 3 of 3

BUDGET IMPACT:

Funding for the November 3, 2020 General Municipal Election is included in the FY 2020-2021 Budget. There is no additional cost associated with requesting a different label for the two available terms.

CONCLUSION:

It is recommended that the City Council discuss and provide direction to staff.

ATTACHMENT:

A. Resolution No. 8010

ATTACHMENT "A"**RESOLUTION NO. 8010**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA (1) CALLING AND GIVING NOTICE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF THREE CITY COUNCILMEMBERS; (2) REQUESTING CONSOLIDATION OF SUCH ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DAY; (3) REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO ISSUE INSTRUCTIONS TO THE REGISTRAR-RECORDER/COUNTY CLERK TO TAKE ANY AND ALL STEPS NECESSARY FOR THE HOLDING OF THE CONSOLIDATED ELECTION; AND (4) ADOPTING REGULATIONS PERTAINING TO CANDIDATE STATEMENTS

WHEREAS, under the provision of the laws relating to General Law cities in the State of California, a General Municipal Election of the City of San Fernando (the "City") shall be conducted on Tuesday, November 3, 2020, for the purpose of electing two (2) members of the City Council for the full term of four years; and one member of the City Council for the remaining two year term of a four year term due to a mid-term council vacancy that occurred in September 2019; and

WHEREAS, it is desirable that said election be consolidated with the County-administered General Election to be held on the same date and that within the City the precincts, polling places, and election officers of the two elections be the same, and that the Registrar-Recorder/County Clerk of the County of Los Angeles ("County Registrar") canvass the returns of the City's General Municipal Election and that it be held in all respects as if it were part and parcel of the County-administered General Election; and

WHEREAS, it is necessary to secure the consent and order of the Board of Supervisors of the County of Los Angeles (the "Board of Supervisors") to effectuate such consolidation; and

WHEREAS, the City shall compensate the County Registrar for all necessary expenses incurred by the County in performing election services for the City; and

WHEREAS, the City Council approves the printing of the information for said election in the foreign languages requiring translation pursuant to the Voting Rights Act of 1965; and

WHEREAS, Elections Code Section 13307 provides that the City may adopt regulations pertaining to the recovery of certain costs associated with the printing, handling, translation, and mailing of candidate statements as filed with the elections officer; and

RESO. NO. 8010

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The recitals above and findings therein are true and correct and incorporated into the body of this Resolution by this reference.

SECTION 2. That pursuant to the requirements of the laws of the State of California relating to General Law cities, the City Council hereby orders and calls a General Municipal Election to be held in the City of San Fernando, California on Tuesday, November 3, 2020, to be consolidated with the County-administered General Election to be held on the same day for the purpose of electing two (2) members of the City Council for the full term of four years; and one member of the City Council for the remaining two year term which is the unexpired balance of the four year term of the Council seat vacated by former Councilman Antonio Lopez in September of 2019.

SECTION 3. Pursuant to the requirements of Section 10403 of the Elections Code, it is respectfully requested that the Board of Supervisors consent and agree to the consolidation of the City's General Municipal Election on Tuesday, November 3, 2020 with the County-administered election to be held on the same date.

SECTION 4. In connection with the County Registrar's administration of the City's November 3, 2020 General Municipal Election, the City further requests that the County Registrar be authorized and directed to: (a) review and verify vote by mail applications and signatures; (b) conduct registered voter verifications (including signature verifications) associated with the processing of any proposed General Municipal Election ballot measure; (c) provide the City with the appropriate election precinct data, to the extent required; (d) make available to the City such election facilities, ballot casting equipment and assistance as may be necessary to conduct the election in compliance with state law and the Board of Supervisor's approval; (e) canvass the election returns; (f) print and supply ballots for the election; (g) mail the City's sample ballots, including ballot measure question, arguments, rebuttals and impartial analysis; and (h) administer the City's General Municipal Election in all respects as if it were part and parcel of any other County Registrar administered election, implementing all such legally required or customarily employed measures and practices as may be necessary to conduct the election in a timely and legally compliant manner.

SECTION 5. The City shall reimburse the County Registrar for any costs associated with the administration of said election upon presentation to the City of a properly approved bill.

SECTION 6. Pursuant to Section 13307 of the Elections Code, each candidate for elective office to be voted for at the City's November 3, 2020, General Municipal Election may prepare a candidate statement on a form acceptable to the County Registrar, as applicable, and made available through the City Clerk.

SECTION 7. Pursuant to Section 13307(a)(1) of the Elections Code candidate statements may include the following:

- (A) The name, age, and occupation of the candidate; and

RESO. NO. 8010

- (B) A brief description of no more than 200 words of the candidate's education and qualifications as expressed by the candidate himself or herself.

SECTION 8. Pursuant to Elections Code Section 13307(a)(1), candidate statements **shall not** include the following:

- (A) The party affiliation of the candidate; or
- (B) References to membership or activity in partisan political organizations.

SECTION 9. All prospective candidates should be aware of the holding in *Dean v. Superior Court* (1998) 62 Cal.App.4th 638, which holds that a statement prepared by a candidate for inclusion in the voters' pamphlet **may not** include comments or statements concerning the qualifications (or alleged lack of qualifications) of one's opponents. Candidates, in an abundance of caution, should avoid making any reference to opponents in their candidate statements. Candidates should seek the advice of private legal counsel if unsure as to whether their candidate statement does or does not comply with applicable law before filing.

SECTION 10. The candidate statement shall be filed in typewritten form at the Office of the City Clerk at the time the candidate's nomination papers are filed. The candidate statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 11. Subject to any logistical constraints imposed by the County Registrar by virtue of consolidation, the City Clerk shall have translated (from the English to relevant foreign languages authorized under the Voting Rights Act of 1965) and printed in the voters' pamphlet only the candidate statements of those candidates who request such translation and printing at the time of filing of the candidate statements.

SECTION 12. No candidate for any elected office of the City shall be permitted to include additional materials in the voters' pamphlet and sample ballot package.

SECTION 13. Each candidate for any of the offices to be elected at the General Municipal Election to be conducted on November 3, 2020, who files a candidate statement shall, as a condition of having his or her candidate statement included in the voters' pamphlet, concurrently deposit with the City Clerk an amount, as reasonably estimated by the City Clerk, to pay in advance his or her estimated *pro rata* share of the actual costs of printing and handling such candidate statements incurred by the City and/or the County Registrar as a result of providing such service at the time of filing such statement with the City Clerk. In the event that the amount paid as a deposit by a candidate includes overpayment of actual costs incurred by the City and/or the County Registrar, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within thirty (30) days following the date of the election.

SECTION 14. The City Clerk shall provide each candidate or candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 15. The ballots to be used at the election shall be in form and content as required by law.

RESO. NO. 8010

SECTION 16. The City Clerk is authorized, instructed and directed to coordinate with the County Registrar to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 17. The polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Elections Code Section 10242, except as provided in Section 14401 of the Elections Code.

SECTION 18. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 19. In the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County Registrar, the City Council, in accordance with Elections Code Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot (i.e., coin toss, draw straws, drawing of names).

SECTION 20. The City Clerk shall forward without delay, a copy of this Resolution to the appropriate public agency which shall be assisting the City with the conduct of its General Municipal Election.

SECTION 21. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 6th day of July, 2020.

Joel Fajardo

Joel Fajardo, Mayor

ATTEST:

Julia Fritz
Julia Fritz, City Clerk

RESO. NO. 8010

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I, July Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8010 which was approved and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 6th day of July, 2020 by the following vote of the City Council:

AYES: Fajardo, Pacheco, Ballin, Gonzales, Mendoza – 5

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 8th day of July 2020.


Julia Fritz, City Clerk