



## STAFF REPORT SAN CLEMENTE PLANNING COMMISSION

Date: January 20, 2021

---

**STAFF:** Joanne Baade, City Clerk *JB*

**SUBJECT:** Extend License Agreements with the County of Orange for Three Ballot Drop Box Locations in the City

### **BACKGROUND:**

The California Voter's Choice Act (CVCA), which became operative in Orange County in 2020, requires that all voters in the County receive mail-in ballots for elections. Voters then have the choice to return their ballots by mail, in person at a Voting Center, or at any ballot drop box in the County. The CVCA requires the placement of one ballot drop box for every 15,000 registered voters. Because San Clemente has approximately 44,000 registered voters, the Orange County Registrar of Voters requested that the City of San Clemente approve license agreements to enable three ballot drop boxes to be placed in the City.

At its meeting of December 4, 2019, the Planning Commission recommended that the Council approve the placement of ballot drop boxes at the Municipal Golf Course parking lot, Jim Johnson Memorial Sports Park, and the front entrance to the San Clemente City Hall at 910 Calle Negocio. The Commission recommended that the terms of the license agreements be limited to a one-year period, instead of the five-year period requested by the County of Orange. The purpose for recommending a one-year trial period was to enable the Commission to receive a report following the March 2020 Primary Election and November 2020 Presidential Election that addresses the following: 1) The amount of usage that each ballot drop box experienced; 2) Whether any complaints were received that the drop boxes were difficult to find; and 3) Whether any unforeseen problems (such as traffic or graffiti) were encountered.

The City Council, at its meeting of December 17, 2019, approved the Planning Commission's recommendations and entered into license agreements with the County of Orange for a one-year period. The drop boxes were subsequently installed in early 2020 and were operative for both the March 2020 Primary Election and November 2020 Presidential Election.

### **DISCUSSION:**

Pursuant to the City's request, the Registrar of Voters Office provided the below data that identifies the number of ballots collected from each ballot drop box in San Clemente for both the March 2020 Primary and November 2020 Presidential Elections. The data indicate that the drop boxes received significant usage, especially for the November 2020

Presidential Election, with 15,933 ballots being deposited into a San Clemente ballot drop box (which represents 40% of all San Clemente ballots cast in that election).

**November 2020 Presidential Election:**

Ballot Drop Box Location	Number of Ballots Collected
San Clemente City Hall	7,798
Jim Johnson Memorial Sports Park	4,360
San Clemente Municipal Golf Course	3,775
<b>TOTAL:</b>	<b>15,933</b>

November 2020 – Voting Statistics	
Total San Clemente Voter Registration:	43,973
Total San Clemente Ballots Cast:	40,150 (91.3% turnout)
Total Ballots Returned at San Clemente Ballot Drop Boxes:	15,933 (40% of voters returned their ballots at a Ballot Drop Box)
Total Ballots Returned at all 116 Ballot Drop Boxes Countywide:	582,896 (38% of all ballots returned/cast were at a Ballot Drop Box)

**March 2020 Primary Election:**

Ballot Drop Box Location	Number of Ballots Collected
San Clemente City Hall	1,430
San Clemente Municipal Golf Course	979
Jim Johnson Memorial Sports Park	810
<b>TOTAL:</b>	<b>3,219</b>

March 2020 – Voting Statistics	
Total San Clemente Voter Registration:	40,763
Total San Clemente Ballots Cast:	23,597 (57.9% turnout)
Total Ballots Returned at San Clemente Ballot Drop Boxes:	3,219 (14% of voters returned their ballots at a Ballot Drop Box)
Total Ballots Returned at all 116 Ballot Drop Boxes Countywide:	114,785 (14% of all ballots returned/cast were at a Ballot Drop Box)

With regard to the other post-election information that the Planning Commission requested, Staff submits the following:

1. Staff is not aware of any complaints that the ballot drop boxes were difficult to find;
2. The City's Traffic Division has no concerns about the placement of the ballot drop boxes from a traffic perspective; and
3. The only episode of ballot drop box vandalism occurred at the ballot drop box located at the Municipal Golf Course Parking lot. The drop box experienced graffiti; however, the County of Orange (which is responsible for maintenance of the ballot drop boxes) removed the graffiti within 24 hours of notification.

**SUMMARY:**

The California Voter's Choice Act requires that Orange County provide at least one ballot drop box for every 15,000 registered voters. Because San Clemente has approximately 44,000 registered voters, the County of Orange requested that three ballot drop boxes be installed in the City. The City subsequently approved the placement of three ballot drop boxes in San Clemente for a one-year trial period. The ballot drop boxes were installed in early 2020 at the City Hall building on Negocio, the Jim Johnson Memorial Sports Park, and San Clemente Municipal Golf Course parking lot and were operative during the March 2020 and November 2020 elections. The ballot drop boxes were heavily utilized and no significant problems were encountered.

**RECOMMENDATION:**

Because of the success of San Clemente's ballot drop boxes, Staff proposes that the Planning Commission recommend that the City Council approve license agreements with the County of Orange to allow the three existing ballot drop boxes in San Clemente to remain for a five-year period.

***Attachments:***

1. Proposed new five-year license agreement (Municipal Golf Course site)
2. Proposed new five-year license agreement (City Hall site)
3. Proposed new five-year license agreement (Jim Johnson Memorial Sports Park site)
4. City Council Administrative Report, dated December 17, 2019 (without attachments)
5. Planning Commission Staff Report, dated December 4, 2019 (without attachments)
6. Excerpt from the Planning Commission minutes of December 4, 2019 relating to ballot drop box locations



License Number LA-164  
 Registrar of Voters  
 CITY OF SAN CLEMENTE

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**License**”) is made and entered into January XX, 2021 (“**Effective Date**”), by and between CITY OF SAN CLEMENTE, (hereinafter referred to as “**Licensor**”) and the COUNTY OF ORANGE, a political subdivision of the State of California, through its REGISTRAR OF VOTERS (hereinafter referred to as “**County**”), without regard to number and gender. County and Licensor may sometimes hereinafter be referred to individually as “**Party**” or jointly as “**Parties**.”

### 1. DEFINITIONS (SALic-1.0 S)

The following words in this License shall have the significance attached to them in this Clause 1 (DEFINITIONS), unless otherwise apparent from context:

“**Official Ballot Drop Box**” means a mail ballot drop box.

“Registrar of Voters” means the Registrar of Voters, or designee, or upon written notice to County, such other person or entity as shall be designated by the Board of Supervisors.

### 2. LICENSE AREA (SALic-1.1 S)

Licensor grants to County, and its agents and contractors, the right to access and use a portion of that/those certain property(ies), described on Exhibit A and shown on Exhibit B (hereinafter referred to as the “**License Area(s)**”), which exhibits are attached hereto and by reference made a part hereof, together with non-exclusive, in common use of driveways for vehicle ingress and egress, pedestrian walkways, other facilities, and common areas appurtenant to the License Area. Licensor represents and warrants that the License Area is free and clear of easements, including utility easements that would impede the County’s use of the License Area, as set forth below. The Parties agree that the License Area may be modified by County pursuant to the terms herein. If, for example, the License Area includes multiple properties, the County may reduce the number of properties within the License Areas, pursuant to Clauses 6 and 20, below.

### 3. COUNTY AND PUBLIC USE (SALic-1.2 S)

- a. County's use of the License Area shall be limited to installing, operating, and maintaining an Official Ballot Drop Box on the License Area. County shall not use the License Area or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.
- b. The Parties further acknowledge and agree that the County’s use of the License Area is for the operation of an Official Ballot Drop Box consistent with the California Voter’s Choice Act. Licensor grants to voters, and other County invitees, the right of access to the License Area, described in Clause 2 (License Area), above, for purposes consistent with the conduct of, and participation in, an election. Licensor acknowledges that the Official Ballot Drop Box shall be open 24 hours a day for the 30 days prior to an election (“**Election Period**”). County shall

endeavor to notify Licensor with an election schedule no later than 30 days before the Election Period pursuant to Clause 28 (NOTICES).

- c. Consistent with the uses outlined in this Clause 3, Licensor shall notify the County within 24 hours of any change to the License Area or surrounding property that would make the Official Ballot Drop Box inaccessible during the Election Period and frustrate the intent of this License.

#### **4. PARKING (SALic-1.3 S)**

Licensor, throughout the Term, as set forth below, shall provide County, and its invitees, with the non-exclusive use of parking spaces. The location and any rules or instructions for use of these parking spaces shall be determined by the Licensor and provided to the County no later than the commencement of the first Election Period after the Effective Date.

In addition to said parking spaces, Licensor shall also provide parking for disabled persons (“**ADA Spaces**”) in accordance with the Americans with Disabilities Act, the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the License Area is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

#### **5. TERM (SALic-1.5 S)**

This License shall commence on the Effective Date written above and shall continue in effect for five (5) years (“**Term**”) or as otherwise terminated in accordance with Clause 6 (TERMINATION) of this License.

#### **6. TERMINATION (SALic-1.6 S)**

This License shall be revocable by either Party at any time; however, as a courtesy, the terminating Party will attempt to give ninety (90) days written notice to the other Party prior to the termination date. In the event the County modifies the License Area pursuant to Section 20 (Amendments) – for example, by removing property or properties from the License Area – said modification shall not terminate the License for the remaining property or properties that comprise the License Area.

#### **7. LICENSE FEE (SALic-1.7 N)**

In consideration for the valuable public services provided to the citizens of the County of Orange performed by County consistent with Clause 3 (USE) above and pursuant to this License, the license fee shall be waived for County’s use of the Licensed Area.

#### **8. UTILITIES, MAINTENANCE AND JANITORIAL (SALic-1.8 S)**

Licensor shall be responsible for all janitorial, maintenance and repairs outside of the License Area, (including but not limited to: fire alarm, fire extinguisher, HVAC system, elevator maintenance, landscaping, pest control, and trash) unless such maintenance and repairs arise out of County’s negligence or intentional acts not in accordance with the uses permitted herein, per Clause 3 (USE), above and not including normal

wear and tear.

## 9. ALTERATIONS (SALic-1.9 S)

County may make improvements and changes, at the County's expense, in and to the License Area, including, but not limited to changes described in Exhibit C, attached hereto, and those deemed necessary or appropriate by the County in its discretion, subject to advance written permission from Licensor. It is agreed that any such improvements attached to or placed upon the License Area by County shall be considered as personal property of County, who shall have the right, but not the obligation, to remove same. County agrees that the License Area shall be left in as good condition as when received, reasonable wear and tear excepted.

## 10. OWNERSHIP OF IMPROVEMENTS (SALic-2.0 S)

- a. All improvements, constructed or placed within the License Area by County ("**County Improvements**") must, upon completion, be free and clear of all liens, claims, or liability for labor or material. The County Improvements shall remain property of County and shall be removed by County at the termination of this License, without damage to the License Area.
- b. The County Improvements to be installed on the License Area shall include the Official Ballot Drop Box as specified in the included Exhibit C. The County shall be responsible for all costs incurred in the installation of the County Improvements. The County's agents shall coordinate the installation of the County Improvements with the Licensor.

## 11. OPERATIONAL REQUIREMENTS OF COUNTY (SALic-2.1 N)

County shall, to the satisfaction of Licensor, keep and maintain the License Area and all improvements of any kind in good condition and in substantial repair, normal wear and tear excepted. It shall be County's responsibility to take all steps necessary or appropriate to maintain such standard of condition and repair. Licensor shall endeavor to notify the County when Licensor observes that maintenance is necessary.

County expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of Licensor and in compliance with all applicable laws.

In the event the Licensor determines, in its reasonable discretion, that an employee, contractor, or invitee of County is failing to adhere to proper standards of public conduct, is in violation of any Licensor policy and/or is in any way disrupting the activities of the Licensor's employees, students, and/or invitees, the Licensor reserves the right to remove said individual, and/or require County to remove said individual from the License Area. If warranted, County shall endeavor to prohibit said individual's future access to the License Area, subject to applicable law.

## 12. VIDEO SECURITY SURVEILLANCE SYSTEM

If feasible, the County shall have access to any video security surveillance footage recorded and stored by Licensor in order for the County to meet its statutory and regulatory requirements under the California Voter's Choice Act.

### **13. INDEMNIFICATION (SALic-2.3 S)**

- a. Licensors hereby agree to indemnify, hold harmless, and defend County, its officers, agents, and employees, with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership, maintenance, or use of the License Area by Licensors, except for liability arising out of the sole negligence of County, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event County is named as co-defendant, Licensors shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Licensors shall pay to County its litigation costs, expenses and attorneys' fees.
- b. County hereby agrees to indemnify, hold harmless, and defend Licensors, its officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the License Area by County, except for liability arising out of the negligence of Licensors, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event Licensors is named as co-defendant, County shall notify Licensors of such fact and shall represent Licensors, with counsel approved by Licensors, in such legal action unless Licensors undertakes to represent itself as co-defendant in such legal action, in which event County shall pay to Licensors its litigation costs, expenses and attorneys' fees.
- c. In the event judgment is entered against County and Licensors because of the concurrent active negligence of County and Licensors, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.
- d. The provisions of this Section shall survive the termination or expiration of this License.

### **14. ASSIGNMENT AND SUBAGREEMENTS (SALic-2.4 N)**

Any assignment of this License or sublicenses under this License require the prior written approval of Licensors, which approval will not be unreasonable withheld, conditioned or delayed.

### **15. EMPLOYMENT (N)**

No County employee shall be considered as an employee of the Licensors under the jurisdiction of Licensors, nor shall such County employees have any Licensors pension, civil service, or other status while an employee of County.

County shall have no authority to contract on behalf of Licensors. It is expressly understood and agreed by both Parties hereto that County, while engaged in carrying out and complying with any terms of this License, is not acting as an agent, officer, or employee of Licensors.

### **16. SIGNS (SALic-2.7 S)**

Licensors agree to allow County to install and maintain any sign or display upon or in front of the License Area and/or property. Such signage shall comply with all applicable laws and zoning and site plan requirements and be consistent with Licensor signage on the property upon which the License Area is located.

## **17. ELECTIONEERING**

No electioneering, is permitted within 100 feet of the Official Ballot Drop Box during the Election Period. Licensor agrees that County and its staff may take steps they deem reasonably necessary to stop or prevent such electioneering. Licensor, its officers, agents, and employees will refrain from erecting or permitting any sign, display, or other demonstration that may have the effect of influencing or intimidating voters during the Election Period. County may take the steps they deem reasonably necessary to obscure or remove any such sign, display, or other demonstration. For purposes of this section, “**electioneering**” means the visible display or audible dissemination of information that advocates for or against any candidate or measure on the ballot within 100 feet of the Official Ballot Drop Box. Such electioneering information includes but is not limited to,

1. Display of a candidate's name, likeness, or logo;
2. A display of a ballot measure's number, title, subject, or logo;
3. Buttons, hats, pencils, pens, shirts, signs, or stickers containing electioneering information;
4. Dissemination of audible electioneering information; and/or
5. Loitering near or disseminating visible or audible electioneering information.

## **18. AUTHORITY (SALic-2.8 S)**

The persons executing the License below on behalf of County or Licensor warrant that they have the power and authority to bind County or Licensor to this License.

## **19. LICENSE ORGANIZATION (SALic-2.9 S)**

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

## **20. AMENDMENTS (SALic-3.0 S)**

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties; however, County may modify the License Area, in its discretion, upon written notification from the Registrar of Voters informing Licensor of the modification and the date the modification will become effective. Based on such written notice the Parties agree to thereafter amend this License to reflect the revised License Area if so desired by either Party.

## **21. PARTIAL INVALIDITY (SALic-3.1 S)**



If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

## **22. WAIVER OF RIGHTS (SALic-3.2 S)**

The failure of Licensor or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that Licensor or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

## **23. GOVERNING LAW AND VENUE (SALic-3.3 N)**

This License has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this License, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

The Parties expressly understand and agree that this License constitutes a license for use of the License Area. This License is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. County acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this License in any action or proceeding brought by County against the Licensor, or by the Licensor against County. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

## **24. ATTORNEYS' FEES (SALic-3.4 S)**

In the event of a dispute between Licensor and County concerning claims arising out of this License, or in any action or proceeding brought to enforce or interpret any provision of this License or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees and costs.

## **25. TIME OF ESSENCE (SALic-3.5 S)**

Time is of the essence of this License. Failure to comply with any time requirements of this License shall constitute a material breach of this License.

## **26. CONDITION OF LICENSE AREA UPON TERMINATION (SALic-3.7 S)**

Except as otherwise agreed to herein, upon termination of this License, County shall redeliver possession of said License Area to Licensor in substantially the same condition that existed immediately prior to County's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war excepted.

**27. RELATIONSHIP OF PARTIES (SALic-3.9 S)**

The relationship of the parties hereto is that of Licensor and County, and it is expressly understood and agreed that Licensor does not in any way or for any purpose become a partner of or a joint venture with County in the conduct of County’s business or otherwise.

**28. NOTICES (SALic-4.0 S)**

All written notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: COUNTY

County of Orange  
Registrar of Voters  
Facilities Operations  
1300 South Grand Ave., Bldg. C  
Santa Ana, CA 92705  
Attention: Kim Hostler  
[kim.hostler@rov.ocgov.com](mailto:kim.hostler@rov.ocgov.com)  
714 567-5107

To: LICENSOR

City of San Clemente  
910 Calle Negocio  
San Clemente, CA 92673  
Attention: Joanne Baade  
[baadej@san-clemente.org](mailto:baadej@san-clemente.org)  
949 361-8345

With a copy to:

**29. ATTACHMENTS TO LICENSE (SALic-4.1 S)**

This License includes the following, which are attached hereto and made a part hereof:

I. EXHIBITS

- Exhibit A – License Area Description
- Exhibit B – Location Map
- Exhibit C – Official Ballot Drop Box Specifications

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

APPROVED AS TO FORM:  
OFFICE OF COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By \_\_\_\_\_  
Deputy

**LICENSOR**

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**COUNTY**

COUNTY OF ORANGE

By \_\_\_\_\_  
Neal Kelley, Registrar of Voters Per Resolution  
No. 20-091 of the Board of Supervisors and  
Minute Order date July 14, 2020

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

**EXHIBIT A**

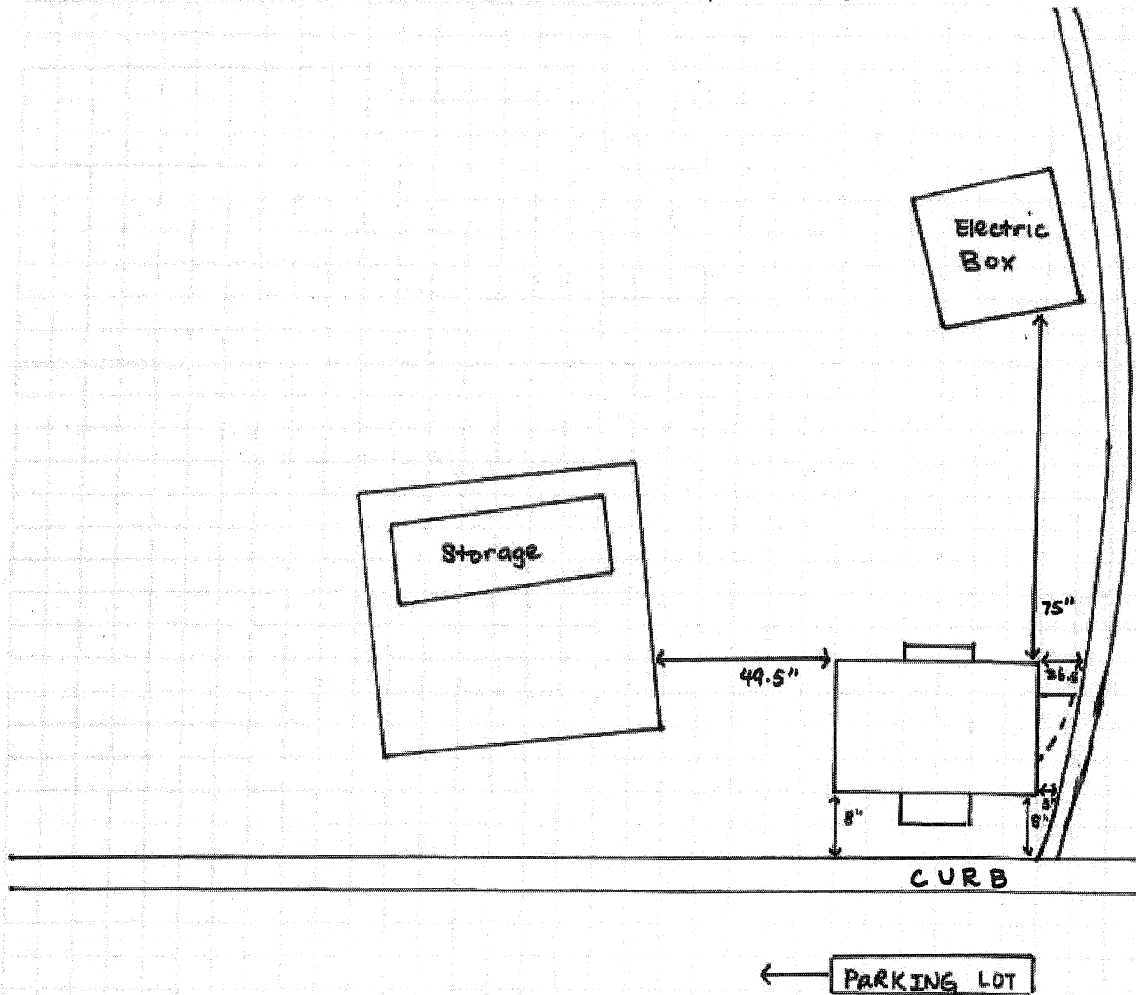
**LICENSE AREA DESCRIPTION**

Property Owner: City of San Clemente  
Current Location: San Clemente Municipal Golf Course

**NOT TO BE RECORDED**

**BALLOT DROP BOXES**

License Area Description  
SAN CLEMENTE MUNICIPAL GOLF COURSE



Please call our Vote Center staff at 714-954-1901 for more information or questions.



**EXHIBIT B**

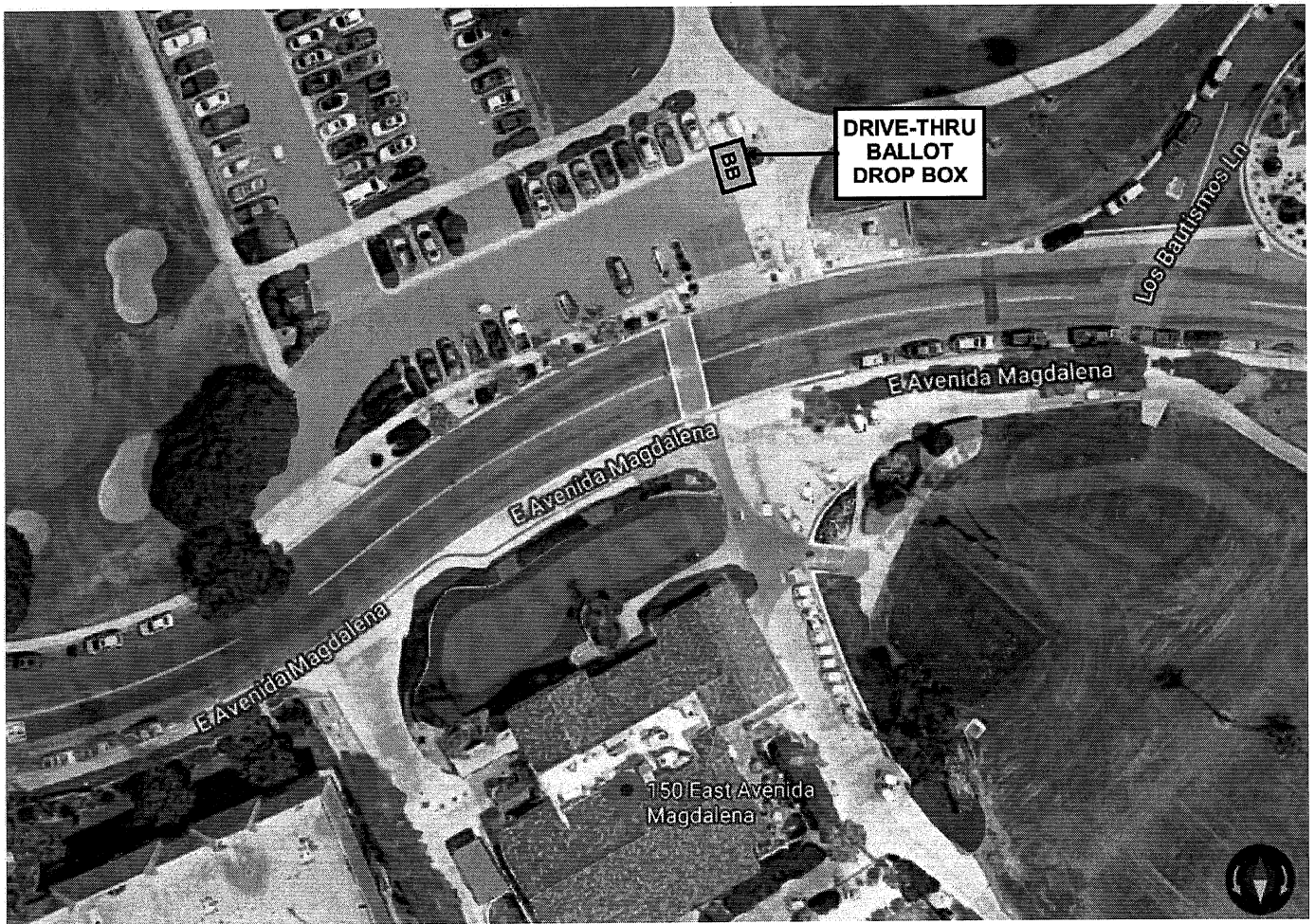
**LOCATION MAP**

Property Owner: City of San Clemente  
Current Location: San Clemente Municipal Golf Course

**GPS COORDINATES: 33°24'37" N 117°35'52" W**

**San Clemente Municipal Golf Course**

150 E Avenida Magdalena, San Clemente, CA 92672



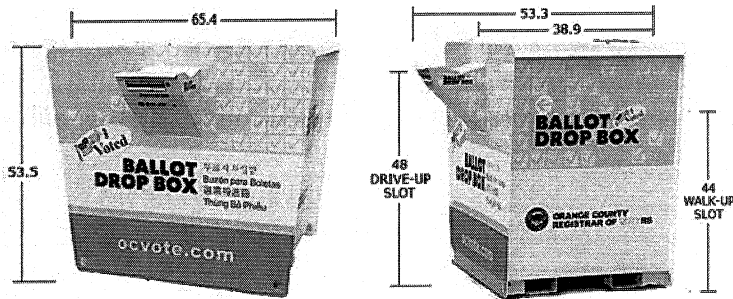
## EXHIBIT C

### OFFICIAL BALLOT DROP BOX SPECIFICATIONS

The Official Ballot Drop Box shall have the following specifications:

1. Metal construction
2. Weight: 1,000 pounds
3. Height: 53.5 inches
4. Width: 65.4 inches
5. Depth: 53.3 inches

As further detailed in the image below:



All boxes will need to be installed with anchor bolts designed for concrete or bolts cast into the concrete prior to box installation. Minimum installation requires four (4) bolts at  $\frac{3}{4}$ " (at minimum). There are eight (8) fabricated  $\frac{7}{8}$ " diameter holes with  $\frac{3}{16}$ " recess in the box specifically for these bolts.

Some installations may require leveling and pouring of a concrete pad, if no concrete pad currently exists or is not level at the install location. Additionally, any relocation or redirection of landscaping irrigation will be covered as part of the installation process.



License Number LA-165  
 Registrar of Voters  
 CITY OF SAN CLEMENTE

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**License**”) is made and entered into January XX, 2021 (“**Effective Date**”), by and between CITY OF SAN CLEMENTE, (hereinafter referred to as “**Licensor**”) and the COUNTY OF ORANGE, a political subdivision of the State of California, through its REGISTRAR OF VOTERS (hereinafter referred to as “**County**”), without regard to number and gender. County and Licensor may sometimes hereinafter be referred to individually as “**Party**” or jointly as “**Parties**.”

### 1. DEFINITIONS (SALic-1.0 S)

The following words in this License shall have the significance attached to them in this Clause 1 (DEFINITIONS), unless otherwise apparent from context:

“**Official Ballot Drop Box**” means a mail ballot drop box.

“Registrar of Voters” means the Registrar of Voters, or designee, or upon written notice to County, such other person or entity as shall be designated by the Board of Supervisors.

### 2. LICENSE AREA (SALic-1.1 S)

Licensor grants to County, and its agents and contractors, the right to access and use a portion of that/those certain property(ies), described on Exhibit A and shown on Exhibit B (hereinafter referred to as the “**License Area(s)**”), which exhibits are attached hereto and by reference made a part hereof, together with non-exclusive, in common use of driveways for vehicle ingress and egress, pedestrian walkways, other facilities, and common areas appurtenant to the License Area. Licensor represents and warrants that the License Area is free and clear of easements, including utility easements that would impede the County’s use of the License Area, as set forth below. The Parties agree that the License Area may be modified by County pursuant to the terms herein. If, for example, the License Area includes multiple properties, the County may reduce the number of properties within the License Areas, pursuant to Clauses 6 and 20, below.

### 3. COUNTY AND PUBLIC USE (SALic-1.2 S)

- a. County's use of the License Area shall be limited to installing, operating, and maintaining an Official Ballot Drop Box on the License Area. County shall not use the License Area or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.
- b. The Parties further acknowledge and agree that the County’s use of the License Area is for the operation of an Official Ballot Drop Box consistent with the California Voter’s Choice Act. Licensor grants to voters, and other County invitees, the right of access to the License Area, described in Clause 2 (License Area), above, for purposes consistent with the conduct of, and participation in, an election. Licensor acknowledges that the Official Ballot Drop Box shall be open 24 hours a day for the 30 days prior to an election (“**Election Period**”). County shall

endeavor to notify Licensor with an election schedule no later than 30 days before the Election Period pursuant to Clause 28 (NOTICES).

- c. Consistent with the uses outlined in this Clause 3, Licensor shall notify the County within 24 hours of any change to the License Area or surrounding property that would make the Official Ballot Drop Box inaccessible during the Election Period and frustrate the intent of this License.

#### **4. PARKING (SALic-1.3 S)**

Licensor, throughout the Term, as set forth below, shall provide County, and its invitees, with the non-exclusive use of parking spaces. The location and any rules or instructions for use of these parking spaces shall be determined by the Licensor and provided to the County no later than the commencement of the first Election Period after the Effective Date.

In addition to said parking spaces, Licensor shall also provide parking for disabled persons (“**ADA Spaces**”) in accordance with the Americans with Disabilities Act, the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the License Area is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

#### **5. TERM (SALic-1.5 S)**

This License shall commence on the Effective Date written above and shall continue in effect for five (5) years (“**Term**”) or as otherwise terminated in accordance with Clause 6 (TERMINATION) of this License.

#### **6. TERMINATION (SALic-1.6 S)**

This License shall be revocable by either Party at any time; however, as a courtesy, the terminating Party will attempt to give ninety (90) days written notice to the other Party prior to the termination date. In the event the County modifies the License Area pursuant to Section 20 (Amendments) – for example, by removing property or properties from the License Area – said modification shall not terminate the License for the remaining property or properties that comprise the License Area.

#### **7. LICENSE FEE (SALic-1.7 N)**

In consideration for the valuable public services provided to the citizens of the County of Orange performed by County consistent with Clause 3 (USE) above and pursuant to this License, the license fee shall be waived for County’s use of the Licensed Area.

#### **8. UTILITIES, MAINTENANCE AND JANITORIAL (SALic-1.8 S)**

Licensor shall be responsible for all janitorial, maintenance and repairs outside of the License Area, (including but not limited to: fire alarm, fire extinguisher, HVAC system, elevator maintenance, landscaping, pest control, and trash) unless such maintenance and repairs arise out of County’s negligence or intentional acts not in accordance with the uses permitted herein, per Clause 3 (USE), above and not including normal



wear and tear.

## 9. ALTERATIONS (SALic-1.9 S)

County may make improvements and changes, at the County's expense, in and to the License Area, including, but not limited to changes described in Exhibit C, attached hereto, and those deemed necessary or appropriate by the County in its discretion, subject to advance written permission from Licensor. It is agreed that any such improvements attached to or placed upon the License Area by County shall be considered as personal property of County, who shall have the right, but not the obligation, to remove same. County agrees that the License Area shall be left in as good condition as when received, reasonable wear and tear excepted.

## 10. OWNERSHIP OF IMPROVEMENTS (SALic-2.0 S)

- a. All improvements, constructed or placed within the License Area by County ("**County Improvements**") must, upon completion, be free and clear of all liens, claims, or liability for labor or material. The County Improvements shall remain property of County and shall be removed by County at the termination of this License, without damage to the License Area.
- b. The County Improvements to be installed on the License Area shall include the Official Ballot Drop Box as specified in the included Exhibit C. The County shall be responsible for all costs incurred in the installation of the County Improvements. The County's agents shall coordinate the installation of the County Improvements with the Licensor.

## 11. OPERATIONAL REQUIREMENTS OF COUNTY (SALic-2.1 N)

County shall, to the satisfaction of Licensor, keep and maintain the License Area and all improvements of any kind in good condition and in substantial repair, normal wear and tear excepted. It shall be County's responsibility to take all steps necessary or appropriate to maintain such standard of condition and repair. Licensor shall endeavor to notify the County when Licensor observes that maintenance is necessary.

County expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of Licensor and in compliance with all applicable laws.

In the event the Licensor determines, in its reasonable discretion, that an employee, contractor, or invitee of County is failing to adhere to proper standards of public conduct, is in violation of any Licensor policy and/or is in any way disrupting the activities of the Licensor's employees, students, and/or invitees, the Licensor reserves the right to remove said individual, and/or require County to remove said individual from the License Area. If warranted, County shall endeavor to prohibit said individual's future access to the License Area, subject to applicable law.

## 12. VIDEO SECURITY SURVEILLANCE SYSTEM

If feasible, the County shall have access to any video security surveillance footage recorded and stored by Licensor in order for the County to meet its statutory and regulatory requirements under the California Voter's Choice Act.

### **13. INDEMNIFICATION (SALic-2.3 S)**

- a. Licensors hereby agree to indemnify, hold harmless, and defend County, its officers, agents, and employees, with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership, maintenance, or use of the License Area by Licensors, except for liability arising out of the sole negligence of County, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event County is named as co-defendant, Licensors shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Licensors shall pay to County its litigation costs, expenses and attorneys' fees.
- b. County hereby agrees to indemnify, hold harmless, and defend Licensors, its officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the License Area by County, except for liability arising out of the negligence of Licensors, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event Licensors is named as co-defendant, County shall notify Licensors of such fact and shall represent Licensors, with counsel approved by Licensors, in such legal action unless Licensors undertakes to represent itself as co-defendant in such legal action, in which event County shall pay to Licensors its litigation costs, expenses and attorneys' fees.
- c. In the event judgment is entered against County and Licensors because of the concurrent active negligence of County and Licensors, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.
- d. The provisions of this Section shall survive the termination or expiration of this License.

### **14. ASSIGNMENT AND SUBAGREEMENTS (SALic-2.4 N)**

Any assignment of this License or sublicenses under this License require the prior written approval of Licensors, which approval will not be unreasonable withheld, conditioned or delayed.

### **15. EMPLOYMENT (N)**

No County employee shall be considered as an employee of the Licensors under the jurisdiction of Licensors, nor shall such County employees have any Licensors pension, civil service, or other status while an employee of County.

County shall have no authority to contract on behalf of Licensors. It is expressly understood and agreed by both Parties hereto that County, while engaged in carrying out and complying with any terms of this License, is not acting as an agent, officer, or employee of Licensors.

### **16. SIGNS (SALic-2.7 S)**

Licensor agrees to allow County to install and maintain any sign or display upon or in front of the License Area and/or property. Such signage shall comply with all applicable laws and zoning and site plan requirements and be consistent with Licensor signage on the property upon which the License Area is located.

## **17. ELECTIONEERING**

No electioneering, is permitted within 100 feet of the Official Ballot Drop Box during the Election Period. Licensor agrees that County and its staff may take steps they deem reasonably necessary to stop or prevent such electioneering. Licensor, its officers, agents, and employees will refrain from erecting or permitting any sign, display, or other demonstration that may have the effect of influencing or intimidating voters during the Election Period. County may take the steps they deem reasonably necessary to obscure or remove any such sign, display, or other demonstration. For purposes of this section, “**electioneering**” means the visible display or audible dissemination of information that advocates for or against any candidate or measure on the ballot within 100 feet of the Official Ballot Drop Box. Such electioneering information includes but is not limited to,

1. Display of a candidate's name, likeness, or logo;
2. A display of a ballot measure's number, title, subject, or logo;
3. Buttons, hats, pencils, pens, shirts, signs, or stickers containing electioneering information;
4. Dissemination of audible electioneering information; and/or
5. Loitering near or disseminating visible or audible electioneering information.

## **18. AUTHORITY (SALic-2.8 S)**

The persons executing the License below on behalf of County or Licensor warrant that they have the power and authority to bind County or Licensor to this License.

## **19. LICENSE ORGANIZATION (SALic-2.9 S)**

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

## **20. AMENDMENTS (SALic-3.0 S)**

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties; however, County may modify the License Area, in its discretion, upon written notification from the Registrar of Voters informing Licensor of the modification and the date the modification will become effective. Based on such written notice the Parties agree to thereafter amend this License to reflect the revised License Area if so desired by either Party.

## **21. PARTIAL INVALIDITY (SALic-3.1 S)**

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

## **22. WAIVER OF RIGHTS (SALic-3.2 S)**

The failure of Licensor or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that Licensor or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

## **23. GOVERNING LAW AND VENUE (SALic-3.3 N)**

This License has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this License, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

The Parties expressly understand and agree that this License constitutes a license for use of the License Area. This License is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. County acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this License in any action or proceeding brought by County against the Licensor, or by the Licensor against County. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

## **24. ATTORNEYS' FEES (SALic-3.4 S)**

In the event of a dispute between Licensor and County concerning claims arising out of this License, or in any action or proceeding brought to enforce or interpret any provision of this License or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees and costs.

## **25. TIME OF ESSENCE (SALic-3.5 S)**

Time is of the essence of this License. Failure to comply with any time requirements of this License shall constitute a material breach of this License.

## **26. CONDITION OF LICENSE AREA UPON TERMINATION (SALic-3.7 S)**

Except as otherwise agreed to herein, upon termination of this License, County shall redeliver possession of said License Area to Licensor in substantially the same condition that existed immediately prior to County's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war excepted.

**27. RELATIONSHIP OF PARTIES (SALic-3.9 S)**

The relationship of the parties hereto is that of Licensor and County, and it is expressly understood and agreed that Licensor does not in any way or for any purpose become a partner of or a joint venture with County in the conduct of County’s business or otherwise.

**28. NOTICES (SALic-4.0 S)**

All written notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: COUNTY

County of Orange  
Registrar of Voters  
Facilities Operations  
1300 South Grand Ave., Bldg. C  
Santa Ana, CA 92705  
Attention: Kim Hostler  
[kim.hostler@rov.ocgov.com](mailto:kim.hostler@rov.ocgov.com)  
714 567-5107

To: LICENSOR

City of San Clemente  
910 Calle Negocio  
San Clemente, CA 92673  
Attention: Joanne Baade  
[baadej@san-clemente.org](mailto:baadej@san-clemente.org)  
949 361-8345

With a copy to:

**29. ATTACHMENTS TO LICENSE (SALic-4.1 S)**

This License includes the following, which are attached hereto and made a part hereof:

**I. EXHIBITS**

- Exhibit A – License Area Description
- Exhibit B – Location Map
- Exhibit C – Official Ballot Drop Box Specifications

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

APPROVED AS TO FORM:  
OFFICE OF COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By \_\_\_\_\_  
Deputy

**LICENSOR**

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**COUNTY**

COUNTY OF ORANGE

By \_\_\_\_\_  
Neal Kelley, Registrar of Voters Per Resolution  
No. 20-091 of the Board of Supervisors and  
Minute Order date July 14, 2020

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

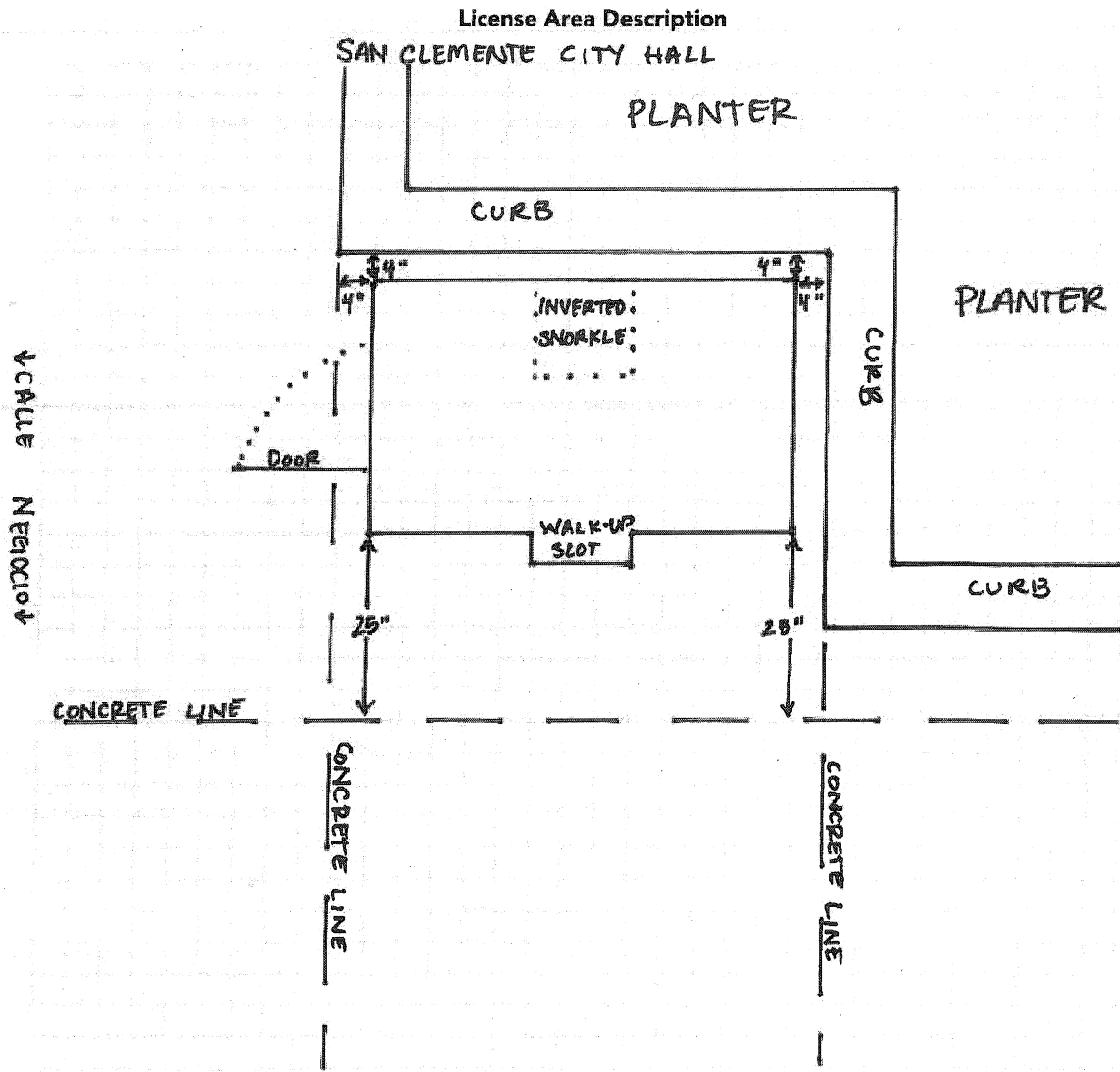
**EXHIBIT A**

**LICENSE AREA DESCRIPTION**

Property Owner: City of San Clemente  
Current Location: San Clemente City Hall -  
910 Calle Negocio #100, San Clemente CA 92673

**NOT TO BE RECORDED**

**BALLOT DROP BOXES**



Please call our Vote Center staff at 714.954.1901 for more information or questions.



**EXHIBIT B**

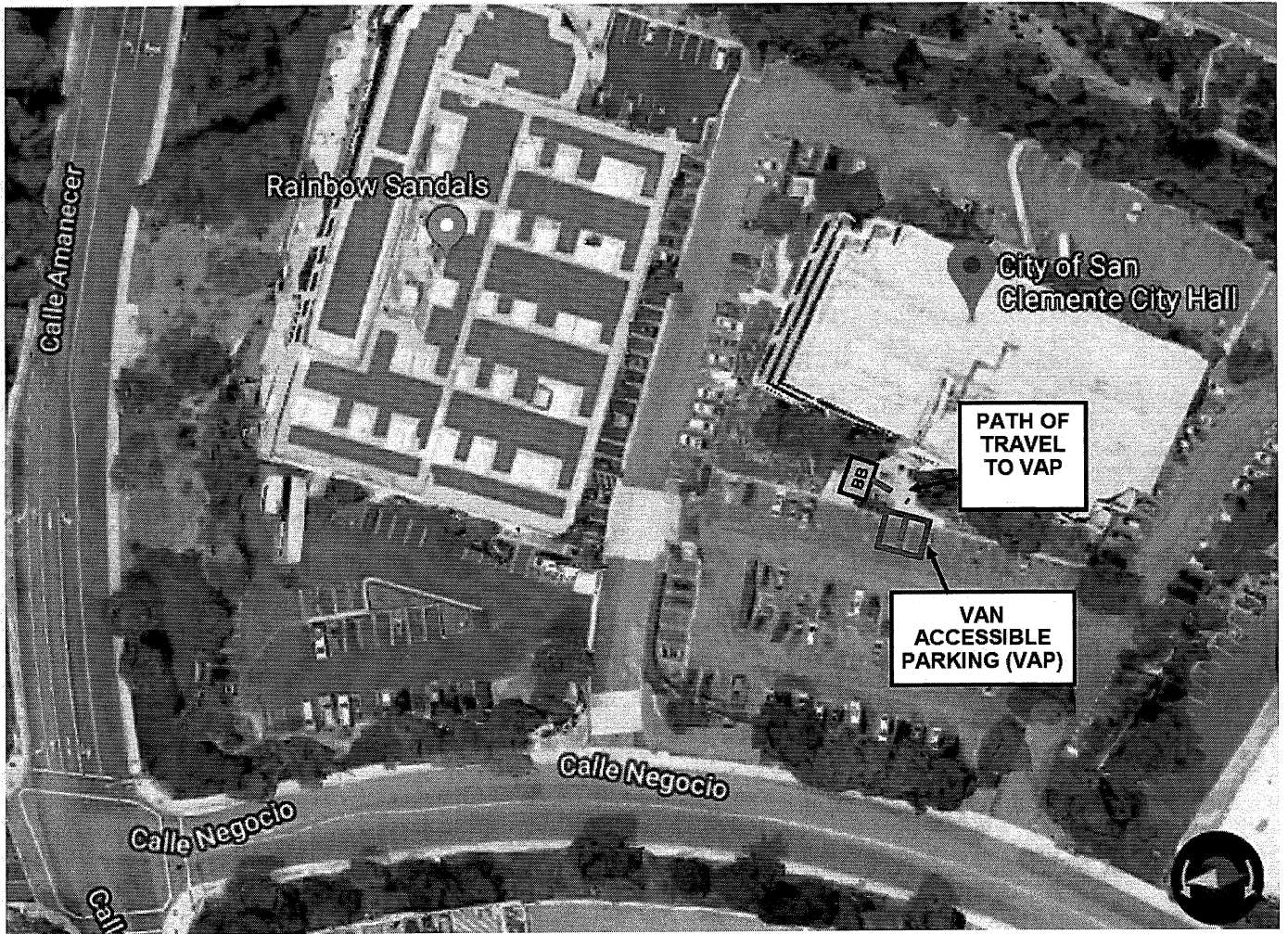
**LOCATION MAP**

Property Owner: City of San Clemente  
Current Location: San Clemente City Hall

**GPS COORDINATES: 33°27'3" N 117°36'27" W**

**San Clemente City Hall**

**910 Calle Negocio, San Clemente, CA 92673**





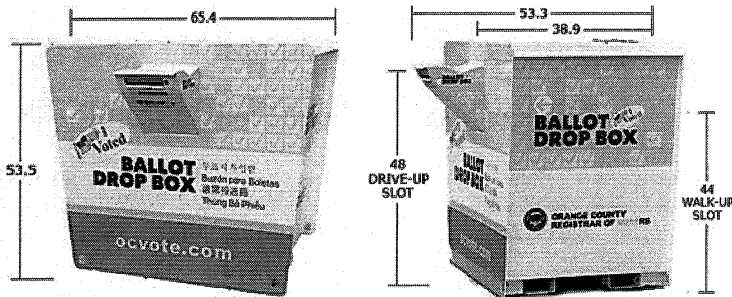
## EXHIBIT C

### OFFICIAL BALLOT DROP BOX SPECIFICATIONS

The Official Ballot Drop Box shall have the following specifications:

1. Metal construction
2. Weight: 1,000 pounds
3. Height: 53.5 inches
4. Width: 65.4 inches
5. Depth: 53.3 inches

As further detailed in the image below:



All boxes will need to be installed with anchor bolts designed for concrete or bolts cast into the concrete prior to box installation. Minimum installation requires four (4) bolts at  $\frac{3}{4}$ " (at minimum). There are eight (8) fabricated  $\frac{7}{8}$ " diameter holes with  $\frac{3}{16}$ " recess in the box specifically for these bolts.

Some installations may require leveling and pouring of a concrete pad, if no concrete pad currently exists or is not level at the install location. Additionally, any relocation or redirection of landscaping irrigation will be covered as part of the installation process.



License Number LA-166  
 Registrar of Voters  
 CITY OF SAN CLEMENTE

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**License**”) is made and entered into January XX, 2021 (“**Effective Date**”), by and between CITY OF SAN CLEMENTE, (hereinafter referred to as “**Licensor**”) and the COUNTY OF ORANGE, a political subdivision of the State of California, through its REGISTRAR OF VOTERS (hereinafter referred to as “**County**”), without regard to number and gender. County and Licensor may sometimes hereinafter be referred to individually as “**Party**” or jointly as “**Parties**.”

### 1. DEFINITIONS (SALic-1.0 S)

The following words in this License shall have the significance attached to them in this Clause 1 (DEFINITIONS), unless otherwise apparent from context:

“**Official Ballot Drop Box**” means a mail ballot drop box.

“Registrar of Voters” means the Registrar of Voters, or designee, or upon written notice to County, such other person or entity as shall be designated by the Board of Supervisors.

### 2. LICENSE AREA (SALic-1.1 S)

Licensor grants to County, and its agents and contractors, the right to access and use a portion of that/those certain property(ies), described on Exhibit A and shown on Exhibit B (hereinafter referred to as the “**License Area(s)**”), which exhibits are attached hereto and by reference made a part hereof, together with non-exclusive, in common use of driveways for vehicle ingress and egress, pedestrian walkways, other facilities, and common areas appurtenant to the License Area. Licensor represents and warrants that the License Area is free and clear of easements, including utility easements that would impede the County’s use of the License Area, as set forth below. The Parties agree that the License Area may be modified by County pursuant to the terms herein. If, for example, the License Area includes multiple properties, the County may reduce the number of properties within the License Areas, pursuant to Clauses 6 and 20, below.

### 3. COUNTY AND PUBLIC USE (SALic-1.2 S)

- a. County's use of the License Area shall be limited to installing, operating, and maintaining an Official Ballot Drop Box on the License Area. County shall not use the License Area or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.
- b. The Parties further acknowledge and agree that the County’s use of the License Area is for the operation of an Official Ballot Drop Box consistent with the California Voter’s Choice Act. Licensor grants to voters, and other County invitees, the right of access to the License Area, described in Clause 2 (License Area), above, for purposes consistent with the conduct of, and participation in, an election. Licensor acknowledges that the Official Ballot Drop Box shall be open 24 hours a day for the 30 days prior to an election (“**Election Period**”). County shall

endeavor to notify Licensor with an election schedule no later than 30 days before the Election Period pursuant to Clause 28 (NOTICES).

- c. Consistent with the uses outlined in this Clause 3, Licensor shall notify the County within 24 hours of any change to the License Area or surrounding property that would make the Official Ballot Drop Box inaccessible during the Election Period and frustrate the intent of this License.

#### **4. PARKING (SALic-1.3 S)**

Licensor, throughout the Term, as set forth below, shall provide County, and its invitees, with the non-exclusive use of parking spaces. The location and any rules or instructions for use of these parking spaces shall be determined by the Licensor and provided to the County no later than the commencement of the first Election Period after the Effective Date.

In addition to said parking spaces, Licensor shall also provide parking for disabled persons (“**ADA Spaces**”) in accordance with the Americans with Disabilities Act, the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the License Area is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

#### **5. TERM (SALic-1.5 S)**

This License shall commence on the Effective Date written above and shall continue in effect for five (5) years (“**Term**”) or as otherwise terminated in accordance with Clause 6 (TERMINATION) of this License.

#### **6. TERMINATION (SALic-1.6 S)**

This License shall be revocable by either Party at any time; however, as a courtesy, the terminating Party will attempt to give ninety (90) days written notice to the other Party prior to the termination date. In the event the County modifies the License Area pursuant to Section 20 (Amendments) – for example, by removing property or properties from the License Area – said modification shall not terminate the License for the remaining property or properties that comprise the License Area.

#### **7. LICENSE FEE (SALic-1.7 N)**

In consideration for the valuable public services provided to the citizens of the County of Orange performed by County consistent with Clause 3 (USE) above and pursuant to this License, the license fee shall be waived for County’s use of the Licensed Area.

#### **8. UTILITIES, MAINTENANCE AND JANITORIAL (SALic-1.8 S)**

Licensor shall be responsible for all janitorial, maintenance and repairs outside of the License Area, (including but not limited to: fire alarm, fire extinguisher, HVAC system, elevator maintenance, landscaping, pest control, and trash) unless such maintenance and repairs arise out of County’s negligence or intentional acts not in accordance with the uses permitted herein, per Clause 3 (USE), above and not including normal

wear and tear.

## **9. ALTERATIONS (SALic-1.9 S)**

County may make improvements and changes, at the County's expense, in and to the License Area, including, but not limited to changes described in Exhibit C, attached hereto, and those deemed necessary or appropriate by the County in its discretion, subject to advance written permission from Licensor. It is agreed that any such improvements attached to or placed upon the License Area by County shall be considered as personal property of County, who shall have the right, but not the obligation, to remove same. County agrees that the License Area shall be left in as good condition as when received, reasonable wear and tear excepted.

## **10. OWNERSHIP OF IMPROVEMENTS (SALic-2.0 S)**

- a. All improvements, constructed or placed within the License Area by County ("**County Improvements**") must, upon completion, be free and clear of all liens, claims, or liability for labor or material. The County Improvements shall remain property of County and shall be removed by County at the termination of this License, without damage to the License Area.
- b. The County Improvements to be installed on the License Area shall include the Official Ballot Drop Box as specified in the included Exhibit C. The County shall be responsible for all costs incurred in the installation of the County Improvements. The County's agents shall coordinate the installation of the County Improvements with the Licensor.

## **11. OPERATIONAL REQUIREMENTS OF COUNTY (SALic-2.1 N)**

County shall, to the satisfaction of Licensor, keep and maintain the License Area and all improvements of any kind in good condition and in substantial repair, normal wear and tear excepted. It shall be County's responsibility to take all steps necessary or appropriate to maintain such standard of condition and repair. Licensor shall endeavor to notify the County when Licensor observes that maintenance is necessary.

County expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of Licensor and in compliance with all applicable laws.

In the event the Licensor determines, in its reasonable discretion, that an employee, contractor, or invitee of County is failing to adhere to proper standards of public conduct, is in violation of any Licensor policy and/or is in any way disrupting the activities of the Licensor's employees, students, and/or invitees, the Licensor reserves the right to remove said individual, and/or require County to remove said individual from the License Area. If warranted, County shall endeavor to prohibit said individual's future access to the License Area, subject to applicable law.

## **12. VIDEO SECURITY SURVEILLANCE SYSTEM**

If feasible, the County shall have access to any video security surveillance footage recorded and stored by Licensor in order for the County to meet its statutory and regulatory requirements under the California Voter's Choice Act.

### **13. INDEMNIFICATION (SALic-2.3 S)**

- a. Licensors hereby agree to indemnify, hold harmless, and defend County, its officers, agents, and employees, with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership, maintenance, or use of the License Area by Licensors, except for liability arising out of the sole negligence of County, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event County is named as co-defendant, Licensors shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Licensors shall pay to County its litigation costs, expenses and attorneys' fees.
- b. County hereby agrees to indemnify, hold harmless, and defend Licensors, its officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the License Area by County, except for liability arising out of the negligence of Licensors, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event Licensors is named as co-defendant, County shall notify Licensors of such fact and shall represent Licensors, with counsel approved by Licensors, in such legal action unless Licensors undertakes to represent itself as co-defendant in such legal action, in which event County shall pay to Licensors its litigation costs, expenses and attorneys' fees.
- c. In the event judgment is entered against County and Licensors because of the concurrent active negligence of County and Licensors, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.
- d. The provisions of this Section shall survive the termination or expiration of this License.

### **14. ASSIGNMENT AND SUBAGREEMENTS (SALic-2.4 N)**

Any assignment of this License or sublicenses under this License require the prior written approval of Licensors, which approval will not be unreasonable withheld, conditioned or delayed.

### **15. EMPLOYMENT (N)**

No County employee shall be considered as an employee of the Licensors under the jurisdiction of Licensors, nor shall such County employees have any Licensors pension, civil service, or other status while an employee of County.

County shall have no authority to contract on behalf of Licensors. It is expressly understood and agreed by both Parties hereto that County, while engaged in carrying out and complying with any terms of this License, is not acting as an agent, officer, or employee of Licensors.

### **16. SIGNS (SALic-2.7 S)**

Licensor agrees to allow County to install and maintain any sign or display upon or in front of the License Area and/or property. Such signage shall comply with all applicable laws and zoning and site plan requirements and be consistent with Licensor signage on the property upon which the License Area is located.

## **17. ELECTIONEERING**

No electioneering, is permitted within 100 feet of the Official Ballot Drop Box during the Election Period. Licensor agrees that County and its staff may take steps they deem reasonably necessary to stop or prevent such electioneering. Licensor, its officers, agents, and employees will refrain from erecting or permitting any sign, display, or other demonstration that may have the effect of influencing or intimidating voters during the Election Period. County may take the steps they deem reasonably necessary to obscure or remove any such sign, display, or other demonstration. For purposes of this section, “**electioneering**” means the visible display or audible dissemination of information that advocates for or against any candidate or measure on the ballot within 100 feet of the Official Ballot Drop Box. Such electioneering information includes but is not limited to,

1. Display of a candidate's name, likeness, or logo;
2. A display of a ballot measure's number, title, subject, or logo;
3. Buttons, hats, pencils, pens, shirts, signs, or stickers containing electioneering information;
4. Dissemination of audible electioneering information; and/or
5. Loitering near or disseminating visible or audible electioneering information.

## **18. AUTHORITY (SALic-2.8 S)**

The persons executing the License below on behalf of County or Licensor warrant that they have the power and authority to bind County or Licensor to this License.

## **19. LICENSE ORGANIZATION (SALic-2.9 S)**

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

## **20. AMENDMENTS (SALic-3.0 S)**

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties; however, County may modify the License Area, in its discretion, upon written notification from the Registrar of Voters informing Licensor of the modification and the date the modification will become effective. Based on such written notice the Parties agree to thereafter amend this License to reflect the revised License Area if so desired by either Party.

## **21. PARTIAL INVALIDITY (SALic-3.1 S)**

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

## **22. WAIVER OF RIGHTS (SALic-3.2 S)**

The failure of Licensor or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that Licensor or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

## **23. GOVERNING LAW AND VENUE (SALic-3.3 N)**

This License has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this License, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

The Parties expressly understand and agree that this License constitutes a license for use of the License Area. This License is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. County acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this License in any action or proceeding brought by County against the Licensor, or by the Licensor against County. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

## **24. ATTORNEYS' FEES (SALic-3.4 S)**

In the event of a dispute between Licensor and County concerning claims arising out of this License, or in any action or proceeding brought to enforce or interpret any provision of this License or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees and costs.

## **25. TIME OF ESSENCE (SALic-3.5 S)**

Time is of the essence of this License. Failure to comply with any time requirements of this License shall constitute a material breach of this License.

## **26. CONDITION OF LICENSE AREA UPON TERMINATION (SALic-3.7 S)**

Except as otherwise agreed to herein, upon termination of this License, County shall redeliver possession of said License Area to Licensor in substantially the same condition that existed immediately prior to County's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war excepted.

**27. RELATIONSHIP OF PARTIES (SALic-3.9 S)**

The relationship of the parties hereto is that of Licensor and County, and it is expressly understood and agreed that Licensor does not in any way or for any purpose become a partner of or a joint venture with County in the conduct of County’s business or otherwise.

**28. NOTICES (SALic-4.0 S)**

All written notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: COUNTY

County of Orange  
Registrar of Voters  
Facilities Operations  
1300 South Grand Ave., Bldg. C  
Santa Ana, CA 92705  
Attention: Kim Hostler  
[kim.hostler@rov.ocgov.com](mailto:kim.hostler@rov.ocgov.com)  
714 567-5107

To: LICENSOR

City of San Clemente  
910 Calle Negocio  
San Clemente, CA 92673  
Attention: Joanne Baade  
[baadej@san-clemente.org](mailto:baadej@san-clemente.org)  
949 361-8345

With a copy to:

**29. ATTACHMENTS TO LICENSE (SALic-4.1 S)**

This License includes the following, which are attached hereto and made a part hereof:

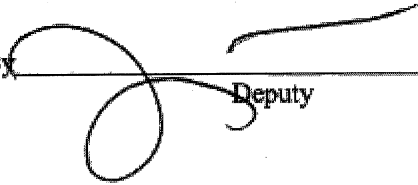
**I. EXHIBITS**

- Exhibit A – License Area Description
- Exhibit B – Location Map
- Exhibit C – Official Ballot Drop Box Specifications



IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

APPROVED AS TO FORM:  
OFFICE OF COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By  Deputy

**LICENSOR**

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**COUNTY**

COUNTY OF ORANGE

By \_\_\_\_\_  
Neal Kelley, Registrar of Voters Per Resolution  
No. 20-091 of the Board of Supervisors and  
Minute Order date July 14, 2020

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

**EXHIBIT A**

**LICENSE AREA DESCRIPTION**

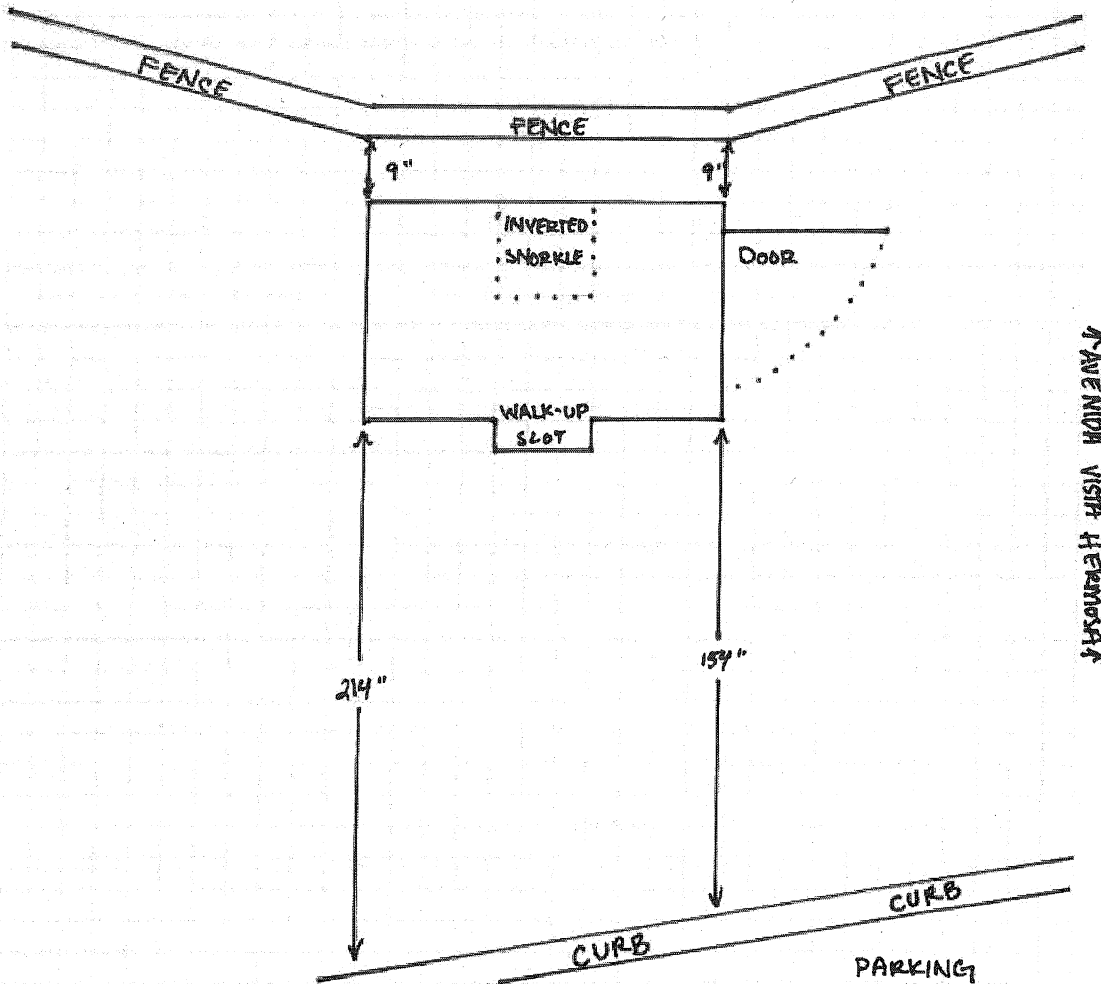
Property Owner: City of San Clemente  
Current Location: Jim Johnson Memorial Sports Park

**NOT TO BE RECORDED**

ORANGE COUNTY REGISTRAR OF VOTERS

**BALLOT DROP BOXES**

License Area Description  
JIM JOHNSON MEMORIAL SPORT PARK



Please call our Vote Center staff at 714-954-1901 for more information or questions.



**EXHIBIT B**

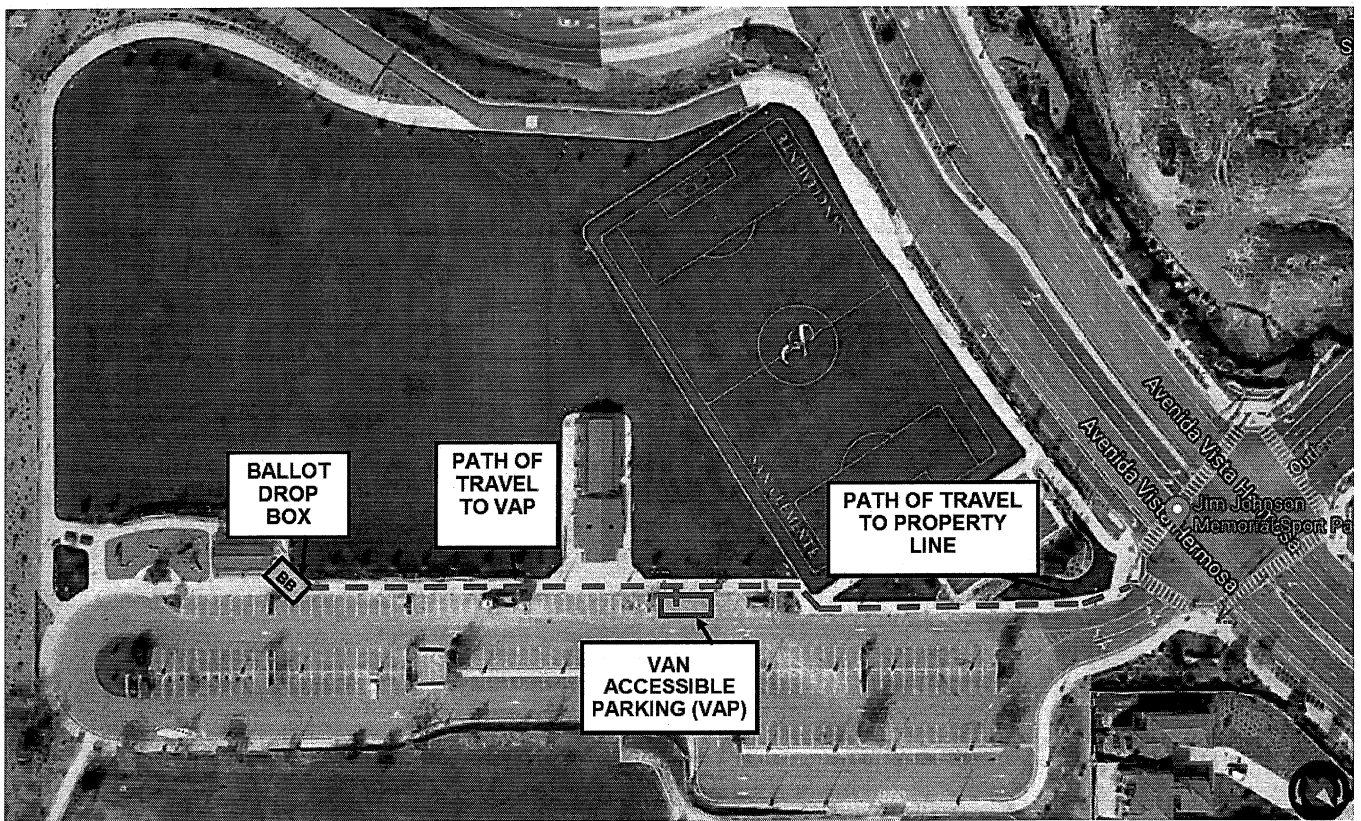
**LOCATION MAP**

Property Owner: City of San Clemente  
Current Location: Jim Johnson Memorial Sports Park

**GPS COORDINATES: 33°26'42" N 117°37'56" W**

**Jim Johnson Memorial Sport Park**

560 Avenida Vista Hermosa, San Clemente, CA 92672



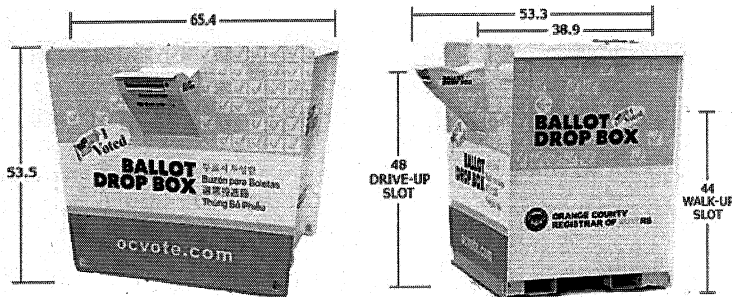
## EXHIBIT C

### OFFICIAL BALLOT DROP BOX SPECIFICATIONS

The Official Ballot Drop Box shall have the following specifications:

1. Metal construction
2. Weight: 1,000 pounds
3. Height: 53.5 inches
4. Width: 65.4 inches
5. Depth: 53.3 inches

As further detailed in the image below:



All boxes will need to be installed with anchor bolts designed for concrete or bolts cast into the concrete prior to box installation. Minimum installation requires four (4) bolts at 3/4" (at minimum). There are eight (8) fabricated 7/8" diameter holes with 3/16" recess in the box specifically for these bolts.

Some installations may require leveling and pouring of a concrete pad, if no concrete pad currently exists or is not level at the install location. Additionally, any relocation or redirection of landscaping irrigation will be covered as part of the installation process.



**AGENDA REPORT**  
**SAN CLEMENTE CITY COUNCIL MEETING**  
 Meeting Date: December 17, 2019

Agenda Item 60**Approvals:**City Manager JM

Dept. Head \_\_\_\_\_

Attorney \_\_\_\_\_

Finance SZ

**Department:** City Clerk  
**Prepared By:** Joanne Baade, City Clerk JMB  
**Subject:** INSTALLATION OF THREE BALLOT DROP BOXES IN THE CITY  
**Fiscal Impact:** None. All costs will be borne by the County of Orange.

**Background:**

The California Voter's Choice Act (CVCA), signed by Governor Brown in 2016, was enacted in an effort to modernize elections in California by allowing counties to conduct elections under a new Vote Center model. The purpose of the new voting model is to provide greater flexibility and convenience for voters. In February 2019, the Orange County Board of Supervisors approved Orange County's transition to Vote Center voting, effective in 2020.

**Discussion:**

Commencing with the March 3, 2020 Presidential Primary Election, all Orange County voters will receive a vote-by-mail ballot. Voters can then choose to cast their ballot in one of three ways: 1) mail their vote-by-mail ballot to the Registrar of Voters (no postage required); 2) drop their vote-by-mail ballot in any of the 110 ballot drop boxes throughout the County; or 3) vote in person or drop off their vote-by-mail ballot at any Vote Center throughout the County. A minimum of 32 Vote Centers will be open in Orange County 11 days prior to each election and a minimum of 161 Vote Centers will be open in Orange County 4 days prior to each election. As part of its public outreach efforts, the Orange County Registrar of Voters (ROV) is scheduled to attend the City Council meeting of February 4, 2020 to report on the new Vote Center model of voting.

In San Clemente, the Community Center Fireside Room will serve as an 11-day Vote Center and the Aquatics Center Friends Room will serve as a 4-day Vote Center. As of this writing, the ROV is continuing to seek three additional sites in San Clemente, including non City-owned properties, for 4-day Vote Centers.

Pursuant to the CVCA, counties are required to provide at least one ballot drop box for every 15,000 registered voters. Because San Clemente has approximately 40,000 registered voters, the ROV is requesting authorization to install three ballot drop boxes in the City. If three boxes are not installed in San Clemente, the ROV will need to install three additional boxes in other Orange County cities and San Clemente voters will need to go to those locations if they choose to deposit their ballots in a ballot drop box.

Ballot drop boxes in Orange County will be operational 29 days before an election and until 8:00 p.m. on election days. Boxes will be open 24 hours per day during voting periods and will be closed and secured during non-voting periods. The County has taken measures to make the boxes as impervious to vandalism and damage as possible. Should problems arise, however, the County will remove or repair any vandalism or damage to the boxes. City staff would not install, maintain, or remove the ballot drop boxes. Attachment 1 to this report provides additional information on the ballot drop boxes, including dimensions, design, and frequently asked questions.

The CVCA establishes criteria for the placement of ballot drop boxes, which include, but are not limited to, proximity to public transportation hubs, parking availability, accessibility to voters with disabilities, and proximity to population centers. Moreover, the California Secretary of State imposes further regulations for ballot drop boxes, such as exterior language requirements to match County demographics.

The ROV investigated potential public and privately-owned sites in the City in which to install three ballot drop boxes. To date, the ROV has been unsuccessful in obtaining the permission from any private property owner in San Clemente to locate a box on their property. The ROV is currently requesting permission to allow boxes to be placed on City property. The following locations were originally identified by the ROV as potential sites for ballot drop boxes because they are equally dispersed throughout the City and they meet CVCA criteria: 1) City Hall at 910 Calle Negocio at the rear building entrance; 2) San Gorgonio Community Park in the wide walkway across from the restroom building near the basketball courts; 3) The Municipal Golf Course near the parking lot in the landscape parkway along Avenida Magdalena; and 4) Forster Ranch Community Park in the vicinity of the playground restroom building near the soccer fields.

The Planning Commission, at its meeting of December 4, 2019, considered the locations proposed by the ROV for ballot drop boxes and ultimately voted to recommend to Council that the Municipal Golf Course parking lot, Jim Johnson Memorial Park, and City Hall (910 Calle Negocio) front entrance area be utilized for the boxes for a one-year period. The Planning Commission provided guidance as to the desired general location within each site at which a box may be accommodated and directed Staff to examine the sites and refine the precise box locations prior to submitting the proposed locations to Council for consideration. City staff, in collaboration with ROV staff, subsequently conducted site assessments and determined that the following locations would be acceptable from a City staff standpoint, while also being acceptable to the ROV since the sites comply with placement criteria specified in the CVCA:

**Municipal Golf Course (Drive-Thru Box) - Immediately to the right as an individual enters the parking lot.**

**Jim Johnson Memorial Park - At the rear parking lot near the children's play structure.**

**City Hall at 910 Calle Negocio - To the west of the front entrance facing Calle Negocio immediately adjacent to the existing planters.**

The Planning Commission recommended that the license agreements with the County be limited to a one-year period, as opposed to a five-year period as requested by the County,

due to concerns that the Commission was not provided adequate time to thoroughly assess potential locations for the boxes. The time constraints were due to the necessity that the Council act upon the ballot drop boxes by its meeting of December 17, 2019 in order to meet the ROV's deadline to 1) identify the box locations in the Voter Information Guide that will be printed in January 2020 and mailed to all Orange County registered voters for the March 3, 2020 Presidential Primary Election; and 2) install the boxes at least 29 days prior to March 3, 2020 when the voting period for the Presidential Primary Election commences. While the Planning Commission majority recommends the aforementioned box locations to serve the electorate for the March 3, 2020 Presidential Primary Election and November 3, 2020 Presidential Election, the Commission expressed a desire to re-evaluate the boxes in January 2021. Among the issues that the Commission intends to assess in 2021 are ballot drop box functionality, aesthetics, accessibility, utilization statistics, etc., as well as whether other locations in the City could better serve the community (e.g., additional sites that may be able to accommodate drive-thru voting). The portion of the draft minutes of the Planning Commission meeting of December 4, 2019, which summarize the Commission's deliberations relating to the ballot drop boxes, are included in this report as Attachment 2.

The proposed location for the drive-thru ballot drop box at the Municipal Golf Course is depicted in this report in Attachment 3; the proposed location for the ballot drop box at the Jim Johnson Memorial Park is depicted in this report in Attachment 4; and the proposed location for the ballot drop box at City Hall is depicted in this report in Attachment 5.

The proposed one-year license agreement for placement of a ballot drop box at the Municipal Golf Course is included in this report as Attachment 6; the proposed one-year license agreement for placement of a ballot drop box at the Jim Johnson Memorial Park is included in this report as Attachment 7; and the proposed one-year license agreement for placement of a ballot drop box at City Hall is included in this report as Attachment 8.

***Summary:***

At this time, the Planning Commission and Staff recommend that Council approve the placement of ballot drop boxes at the Municipal Golf Course, Jim Johnson Memorial Park and City Hall for a one-year period, with the stipulation that the boxes be re-examined by the Planning Commission at the end of one year to determine whether modifications to the box locations should be made.

***Planning Commission and Staff Recommendation:***

1. Approve the placement of ballot drop boxes at the Municipal Golf Course, Jim Johnson Memorial Park, and City Hall in the locations identified in Attachments 3, 4 and 5 of this report, for a one-year period.

**Staff Recommendation:**

1. Approve, and authorize the Mayor to execute, a License Agreement by and between the City of San Clemente and the County of Orange, authorizing the County to install a ballot drop box at the San Clemente Municipal Golf Course for a one-year period.
2. Approve, and authorize the Mayor to execute, a License Agreement by and between the City of San Clemente and the County of Orange, authorizing the County to install a ballot drop box at the Jim Johnson Memorial Park for a one-year period.
3. Approve, and authorize the Mayor to execute, a License Agreement by and between the City of San Clemente and the County of Orange, authorizing the County to install a ballot drop box at City Hall for a one-year period.

**Attachments:**

1. Information concerning Ballot Drop Boxes
2. Relevant portion of the draft Planning Commission minutes of December 4, 2019
3. Proposed Drive-Thru Ballot Drop Box location at the Municipal Golf Course
4. Proposed Ballot Drop Box location at the Jim Johnson Memorial Park
5. Proposed Ballot Drop Box location at City Hall
6. Proposed License Agreement for Ballot Drop Box at the Municipal Golf Course
7. Proposed License Agreement for Ballot Drop Box at the Jim Johnson Memorial Park
8. Proposed License Agreement for Ballot Drop Box at City Hall

p:\my documents\my word\adminreport-ballotdropbox.docx



**AGENDA ITEM: 9-A**

# STAFF REPORT

## SAN CLEMENTE PLANNING COMMISSION

Date: December 4, 2019

---

**STAFF:** Joanne Baade, City Clerk  
Stephanie Roxas, Senior Planner

**SUBJECT:** Installation of Three Ballot Drop Boxes in the City

**BACKGROUND:**

The California Voter's Choice Act (VCA), signed by Governor Brown in 2016, was enacted in an effort to modernize elections in California by allowing counties to conduct elections under a new Vote Center model. The purpose of the new voting model is to provide greater flexibility and convenience for voters. In February 2019, the Orange County Board of Supervisors approved Orange County's transition to Vote Center voting, effective in 2020.

**DISCUSSION:**

Commencing with the March 3, 2020 Presidential Primary Election, all Orange County voters will receive a vote-by-mail ballot. Voters can then choose to cast their ballot in one of three ways: 1) mail their vote-by-mail ballot to the Registrar of Voters (no postage required), 2) drop their vote-by-mail ballot in any of the approximately 110 ballot drop boxes throughout the County, or 3) vote in person or drop off their vote-by-mail ballot at any Vote Center throughout the County. A minimum of 32 Vote Centers will be open in Orange County 11 days prior to each election and a minimum of 161 Vote Centers will be open in Orange County 4 days prior to each election.

In San Clemente, the Community Center Fireside Room will serve as an 11-day Vote Center and the Aquatics Center Friends Room will serve as a 4-day Vote Center. Currently, the Orange County Registrar of Voters is continuing to seek three additional sites in San Clemente, including non City-owned locations, for 4-day Vote Centers.

Pursuant to the VCA, counties are required to provide at least one ballot drop box location for every 15,000 registered voters. Because San Clemente has 40,000 registered voters, the County of Orange is requesting authorization to install three ballot drop boxes in San Clemente. Voters will be able to deposit their ballots at any ballot drop box in Orange County starting 29 days before an election and until 8:00 p.m. on Election Day. Ballot drop boxes will be open 24 hours a day during voting periods and will be closed and secured during non-voting periods. Attachment 1 to this report provides additional information on the ballot drop boxes, including dimensions, design, and frequently asked questions.

The VCA establishes requirements for the placement of ballot drop boxes. These regulations include, but are not limited to, proximity to public transportation hubs, parking

availability, accessibility to voters with disabilities, and proximity to population centers. Moreover, the California Secretary of State imposes further regulations for ballot drop boxes, such as language requirements, to match area demographics.

### ***Potential Locations***

The Registrar of Voters has identified four potential ballot drop box locations at the following sites:

- 1) San Clemente City Hall, 910 Calle Negocio, located at the rear building entrance.
- 2) San Geronio Community Park, 2916 Via San Geronio, located adjacent to the restroom building near the basketball courts.
- 3) Municipal Golf Course, 150 E Avenida Magdalena, located near the parking lot in the landscape parkway along Avenida Magdalena.
- 4) Forster Ranch Community Park, 3207 Camino Vera Cruz, located adjacent to the playground restroom building near the soccer fields.

These potential locations meet the criteria for placement of ballot drop boxes. An overview map illustrating each parcel is provided as Attachment 2 of this report. Attachment 3 to this report depicts the specific locations and proposed box placement at each site.

Staff recommends locations 1, 2, and 3 as collectively the ballot drop boxes would provide convenient and accessible locations equally dispersed throughout San Clemente. However, staff is concerned with the box placement at the Municipal Golf Course (location 3) as it is the most visible location and directly abuts the street. The County of Orange is open to feedback on the specific box placements. For example, the Planning Commission may suggest an alternate placement within the Municipal Golf Course that is less conspicuous from the right-of-way while still meeting the VCA's location requirements.

### **SUMMARY:**

The County of Orange identified four potential locations that meet the VCA requirements for ballot drop boxes. Three ballot drop boxes will be installed in San Clemente in early 2020. Staff seeks Planning Commission direction on the preferred three locations, as well as input on the specific box placement within each site. The Planning Commission's recommended locations will be forwarded to the City Council in conjunction with the review of license agreements between the City of San Clemente and County of Orange.

### ***Attachments:***

1. Information on Ballot Drop Boxes
2. Overview Map of Four Potential Locations
3. Site-Specific Information

## 9. NEW BUSINESS

### A. Installation of Three Ballot Drop Boxes in the City (Roxas/Baade)

A request by the Orange County Board of Supervisors to install three ballot drop boxes at various City-owned properties. The Planning Commission's recommended locations will be forwarded to the City Council for final approval.

Stephanie Roxas, Senior Planner, and David Goulding, Orange County Registrar of Voters, narrated a PowerPoint Presentation entitled, "Ballot Drop Boxes, San Clemente Planning Commission Presentation," dated December 4, 2019. A copy of the Presentation is on file with the City Clerk's office/Planning Division. David Goulding described the purpose of the new voting model, which was established by the California's Voter's Choice Act (VCA) in 2016; summarized the process of identifying potential locations; and described the new voting centers, which take the place of traditional polling stations. Stephanie Roxas provided an overview of the potential locations suggested by the Orange County Registrar of Voters, and requested the Commission to provide feedback on their preferred locations and specific ballot box placements.

In response to questions, Stephanie Roxas, Senior Planner, stated that due to this project's quick turnaround, staff was unable to involve Traffic Engineering, but can contact them with any concerns the Commission may have; speculated that the City could recommend temporary locations for a shorter period (1-year) than the 5-year agreement proposed. With regard to the potential Jim Johnson Memorial Sports Park location, she stated there is still adequate time for City and Orange County staff to review the Park and identify a ballot box placement before the recommendation is presented to Council for their review.

Joanne Baade, City Clerk, discussed locations being considered for the voting centers.

Chair Ruehlin opened the public hearing, and there being no public testimony, closed the public hearing.

During the ensuing discussion, the Commissioners, either individually or in agreement, provided the following commentary:

- Suggested staff consider potential to design placement of the ballot box to allow driver drop-off, similar to drive-up mail collection boxes;
- Suggested installation at Jim Johnson Memorial Sports Park rather than San Geronio Park. Staff facilitated a cursory review of the Jim Johnson Memorial Park layout through Google Earth and the

Commissioners tentatively identified potential box placement locations.

- Suggested temporary installation of boxes, with locations/box placement to be revised based on review of effectiveness of the ballot box locations for the 2020 elections.
- Requested the County of Orange share ballot box and voting center usage information with the City once it is available.
- Established from Mr. Goulding that no box design changes can be made at this time; only County of Orange staff have access to the boxes; the program is not set up to pay property owners any fees/payments for the use of their property.
- Suggested most residents will post their ballots via their own mailboxes.
- Commented that the proposal seems rushed and inadequately researched; speculated additional time spent researching locations may yield alternative locations with better lighting, TV monitoring, better access, etc.
- Endorsed one-year agreements with the County of Orange to allow flexibility to change locations once usage has been determined.
- Confirmed the County of Orange will be providing signage for the sites during election periods.
- Reviewed potential ballot box placements at the Municipal Golf Course and recommended placing the box near a green utility box further setback from the street.
- Suggested the ballot drop box be installed at City Hall in the front of the building, rather than the rear, as a symbol of democracy.
- Elected to remove San Gorgonio Park from consideration as it is isolated, not pedestrian friendly, and may be closed off in the evenings.

Motions:

IT WAS MOVED BY CHAIR RUEHLIN, SECONDED BY COMMISSIONER BROWN AND CARRIED 4-0-2, WITH COMMISSIONER TALLEY AND COMMISSIONER WU ABSTAINING, TO RECOMMEND TO CITY COUNCIL INSTALLATION OF A BALLOT DROP BOX AT THE MUNICIPAL GOLF COURSE, LOCATED AT 150 E. AVENIDA MAGDALENA, ADJACENT TO THE GREEN POWER BOX.

IT WAS MOVED BY CHAIR TALLEY, SECONDED BY CHAIR PRO TEM CRANDELL AND CARRIED 4-2-0, WITH COMMISSIONER BROWN AND CHAIR RUEHLIN OPPOSED, TO RECOMMEND TO CITY COUNCIL INSTALLATION OF A BALLOT DROP BOX AT THE JIM JOHNSON MEMORIAL PARK, LOCATED AT 450 W. AVENIDA VISTA HERMOSA, AT A LOCATION TO BE CHOSEN BY STAFF.

IT WAS MOVED BY CHAIR RUEHLIN, SECONDED BY COMMISSIONER BROWN AND UNANIMOUSLY CARRIED, TO RECOMMEND TO CITY COUNCIL INSTALLATION OF A BALLOT DROP BOX AT THE FRONT ENTRANCE OF THE SAN CLEMENTE CITY HALL BUILDING LOCATED AT 910 CALLE NEGOCIO.

Additional Recommendations:

- Staff requested to fine tune the best ballot drop box placement for each location.
- The agreements with the County of Orange should be for one-year maximum time periods for all installations.
- First placement choice for the City Hall location will be the front entrance; if not feasible staff will choose a location at the rear entrance.

**[ACTION SUBJECT TO CITY COUNCIL APPROVAL.]**

**10. OLD BUSINESS**

A. 702 Avenida De La Estrella – Time Extension of Site Plan Permit 19-358 – Cornerstone Church Time Extension (Webber)

A request to consider a time extension for the modifications to an approved Site Plan Permit, Conditional Use Permit, and Minor Exception Permit for and existing church. The time extension would allow an extension up to 10 years for Phase II with amendments to the Master Plan Time Table outlined in the previously approved Conditions of Approval.

Kyle Webber, Community Development Technician, narrated a PowerPoint Presentation entitled, "Cornerstone Community Church Master Plan Time Extension 19-358, SPP 06-027/CUP 08-030/MEP 08-270," dated December 4, 2019. A copy of the Presentation is on file in Planning Division.

Rob Williams, Architect with Studio 6 Architects, representing the Church, discussed challenges, revisions, and fundraising setbacks that have resulted in delay of completing the project; noted the Church building itself has been renovated as planned and permitted; noted the church is working diligently to move forward with the remaining elements.

Chair Ruehlin opened the public hearing, and there being no public testimony, closed the public hearing.

IT WAS MOVED BY COMMISSIONER BROWN, SECONDED BY COMMISSIONER TALLEY, AND UNANIMOUSLY CARRIED TO ADOPT RESOLUTION NO. PC 19-040, A RESOLUTION OF THE PLANNING



# **CITY OF SAN CLEMENTE**

## **SPECIAL AND REGULAR**

### **CITY COUNCIL**

## **REVISED\* MEETING AGENDA**

(\*Note: This Revised Meeting Agenda varies from the agenda that was posted on December 10, 2020 in that a new Item 11-D(5) has been added to Page 16.)

**Meeting Date:** December 15, 2020

**Meeting Time:** 4:30 p.m. – Closed Session

6:00 p.m. - Business Meeting

**THIS CITY COUNCIL MEETING WILL BE CONDUCTED VIA TELECONFERENCE.**

*Information concerning City Council Meeting protocols and procedures is contained at the end of this agenda.*

### **Public Participation in City Council Meeting During Coronavirus Pandemic**

To help prevent the spread of the coronavirus, this meeting will be held via teleconference, pursuant to the Governor's Executive Orders N-25-20 and N-29-20. All votes taken during this teleconference meeting will be by roll call vote, and the vote will be publicly reported.

#### **HOW TO VIEW THE MEETING:**

Citizens are invited to view the meeting via live stream from the City's YouTube channel at [www.san-clemente.org/live](http://www.san-clemente.org/live) or live on Cox Communications Local Access Channel 854.

#### **HOW TO PARTICIPATE BEFORE AND DURING THE MEETING:**

The public is invited to provide comments to the City Council concerning items appearing on Council meeting agendas, as well as issues not appearing on the agenda during either Oral Communications Part 1 or Part 2. Members of the public are requested to submit their comments by completing the Public Comment Submittal form available from the City's website at [www.san-clemente.org/ccpubliccomment](http://www.san-clemente.org/ccpubliccomment). Users of the on-line portal must indicate whether they wish their comments to be read aloud at a Council meeting, or forwarded to Councilmembers via email. All comments become part of the public record. Comments to be read at Council meetings are limited to a maximum of three minutes per speaker per item and will only be read if they are received prior to the commencement of Council's deliberations on the item to which the comment pertains. Comments received after Council deliberations begin will not be read at the meeting, but will be emailed to Councilmembers after the meeting. Transmittal by 4:00 p.m. on Council meeting days is recommended.