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AGENDA

CITY COUNCIL AND AGENCY FOR COMMUNITY DEVELOPMENT CITY OF FOUNTAIN VALLEY

Tuesday, October 04, 2011

Council Chambers

10200 Slater Avenue
Fountain Valley, CA 92708
<http://www.fountainvalley.org>

Ray Kromer
City Manager

Alan R. Burns
City Attorney

Mayor and City Council

Steve A. Nagel
Mayor

John J. Collins
Mayor Pro Tem

Larry R. Crandall
Council Member

Mark McCurdy
Council Member

Michael Vo
Council Member

MEETING ASSISTANCE: In compliance with the Americans with Disabilities Act, anyone needing special assistance to participate in a City Council/Agency for Community Development meeting should contact the City Clerk's Office at (714) 593-4445. Notification 72 hours prior to the meeting allows the City to make reasonable arrangements to ensure accessibility to the meeting.

AGENDA COMMUNICATIONS: All revised or additional documents and writings related to an item on this agenda provided to all or a majority of the City Council/Agency Members after distribution of the agenda packet, are available for public inspection (1) in the City Clerk's Office at 10200 Slater Avenue, Fountain Valley, CA 92708 during normal business hours; and (2) in the Council Chambers at the time of the meeting. Unless directed otherwise by the City Council, all actions shall be based on/memorialized by the latest document submitted as a late communication.

PUBLIC COMMENTS (Scheduled Matters): Persons wishing to address the City Council/Agency regarding an agenda item(s) are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period. Speakers must limit remarks to a total of (5) five minutes and address the City Council through the Mayor/Agency Chair. Comments to individuals or staff are not permitted.

PUBLIC COMMENTS (Unscheduled Matters): Persons wishing to speak on a matter not on the agenda are also requested to identify themselves by completing a blue speaker card indicating the matter they want to speak on, and to give the card to the City Clerk prior to the public comment period. **Requests to speak will not be accepted after the public comment session begins without permission of the Chair.** Comments must be related to issues that are within the subject matter of the City Council/Agency jurisdiction. Speakers must limit remarks to a total of (5) five minutes and address the City Council through the Mayor/Agency Chair. Comments to individuals or staff are not permitted. Pursuant to the Brown Act, the City Council may not enter into discussion regarding items not on the City Council agenda.

CONSENT CALENDAR: All matters listed under the Consent Calendar are considered by the City Council/Agency to be routine and will be enacted on simultaneously with one motion without discussion unless separate action and/or discussion is requested by a Council/Agency Member, staff, or a member of the public.

PUBLIC HEARINGS: Persons in favor of or in opposition to a proposal are given an opportunity to do so during the public hearing. Those wishing to address the City Council during the hearing are requested to complete the blue speaker card and submit it to the City Clerk prior to the hearing. If a proposed action is challenged in court, there may be a limitation to raising only those issues raised during the hearing or in written correspondence received by the City Council at or before the hearing.

CLOSED SESSION

CALL TO ORDER

4:30 p.m.

PUBLIC COMMENTS (Closed Session matters only)

Persons wishing to speak on a Closed Session matter are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period.

1. (Council) 4:30 p.m. Conference with Labor Negotiators pursuant to Government Code Section 54957.6

AGENCY NEGOTIATORS: Ray Kromer, City Manager, Jean Hirai, Personnel Manager, Matt Mogensen, Assistant to the City Manager

EMPLOYEE ORGANIZATION: Fountain Valley Firefighters Association IAFF Local 4530

STUDY SESSION

CALL TO ORDER

5:30 p.m.

PUBLIC COMMENTS (Study Session matters only)

Persons wishing to speak on a Study Session matter are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period.

2. (Council) 5:30 p.m. Orange County Transportation Authority (OCTA) I-405 Presentation

REGULAR MEETING

CALL TO ORDER

6:00 p.m.

INVOCATION To be determined

SALUTE TO THE FLAG Mayor Pro Tem Collins

ROLL CALL

Council/Agency Member McCurdy, Council/Agency Member Vo, Council/Agency Member Crandall, Mayor Pro Tem/Agency Vice Chair Collins, Mayor/Agency Chair Nagel

ANNOUNCEMENT OF LATE COMMUNICATIONS

APPROVAL OF MINUTES

3. (Council/Agency) Consideration of approval of the minutes of the City Council/Agency for Community Development meeting held on September 20, 2011 as presented. **(Page # 6)**

PRESENTATIONS

None

PUBLIC COMMENTS (Scheduled Matters Only)

Persons wishing to speak on an Agenda items(s) matter are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period.

READING OF ORDINANCES

4. Waive the reading in full of all ordinances under consideration and direct the Mayor to read by titles only.

PUBLIC HEARINGS

Persons in favor of or in opposition to a proposal are given an opportunity to do so during the public hearing. Those wishing to address the City Council during the hearing are requested to complete the blue speaker card and submit it to the City Clerk prior to the hearing. If a proposed action is challenged in court, there may be a limitation to raising only those issues raised during the hearing or in written correspondence received by the City Council at or before the hearing

5. (Council) (First Reading) Ordinance of the Fountain Valley City Council approving Code Amendment No. 09-02, to repeal Chapter 21.24 of the Fountain Valley Municipal Code and replace in its entirety with Chapters 21.24 and 21.25. **(Page # 11)**

(Report by Assistant Planner Matt Jenkins)

CONSENT CALENDAR

Consent Calendar Items Number 6 with one motion, unless separate action/or discussion is requested.

6. (Council) Authorization To Award A Contract To Southwest Offset Printing For The Printing Of The Fountain Pen Brochure. **(Page # 50)**

PRESENTATION OF DEMANDS

(Council) Ratification of Payroll: Checks and Direct Deposit Vouchers

(Council) Register of Demands: Checks, ACH Vendor Payment, and Electronic transfers

PUBLIC COMMENTS (Unscheduled Matters Only)

Persons wishing to speak on matters not on the agenda are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period

COUNCIL/AGENCY COMMENTS - (AB1234 Reporting and General Comments)

ADJOURNMENT

The next Regular Meeting of the Fountain Valley City Council and Agency for Community Development is October 18, 2011, at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.

CITY OF FOUNTAIN VALLEY
City Council/Agency for Community Development
September 20, 2011
Special Meeting Minutes

CLOSED SESSION

CALL TO ORDER 5:15 PM

1. *(Council)* Conference with the City Attorney - Existing Litigation (Government Code 54956.9(a) Environmental Assessment and Remediation vs. City of Fountain Valley, Butier OCSC No. 30-2010-003.444.62 and Far West Industries Inc. vs. City of Fountain Valley, No. 30-2010-0036
2. *(Agency)* Pursuant to Government Code Section 54956.8 to provide direction to the Agency's real property negotiator City Manager Ray Kromer concerning property negotiations between the Fountain Valley Agency for Community Development and the Olson Company for a parcel located at 17570 Brookhurst Street (APN# 169-131-17 and a parcel located at 10200 Slater Avenue, Fountain Valley, CA

REGULAR MEETING

CALL TO ORDER 6:00 PM

Mayor/Agency Chair Nagel reported that Council settled the EAR vs. Fountain Valley case for \$315,000. The City paid the settlement out of \$528,000 that was retained from the contractor for stop notices and late penalties. The City ended up paying \$1.27 million for a City well that we agreed to pay \$1.48 million for. Mayor/Agency Chair Nagel also stated that Council gave direction to staff regarding the Far West Industries vs. City of Fountain Valley litigation and the Olson Company property negotiations with the Fountain Valley Agency for Community Development.

INVOCATION

Pastor Karl Vaters gave the invocation.

SALUTE TO THE FLAG

Council Member McCurdy led the salute to the Flag of the United States.

ROLL CALL

Council/Agency Member McCurdy, Council/Agency Member Vo, Council/Agency Member Crandall, Mayor/Agency Chair Nagel - **PRESENT**
Mayor Pro Tem/Agency Vice Chair Collins - **ABSENT**

ANNOUNCEMENT OF LATE COMMUNICATIONS

- Changes made to the proposed Sign Ordinance on pages 23, 25, 28, 29, 33, 35, 39 and 51.

APPROVAL OF MINUTES

3. *(Council/Agency)* Minutes of the City Council/Agency for Community Development meeting held on August 16, 2011 and the Regular Adjourned meeting of August 23, 2011.

ACTION: Approve minutes as distributed
MOVED: Crandall SECOND: McCurdy
MOTION CARRIED BY UNANIMOUS VOTE

PUBLIC COMMENTS -- (Scheduled Matters Only)

None

READING OF ORDINANCES

4. ACTION: Waive the reading in full of all ordinances under consideration and direct the Mayor to read by titles only.
MOVED: Crandall SECOND: Vo
MOTION CARRIED BY UNANIMOUS VOTE

PUBLIC HEARINGS

5. (Council) Public Hearing to Consider an Ordinance to Repeal and Replace in its Entirety, Fountain Valley Municipal Code Chapter 21.24 Sign Code - Code Amendment No. 09-02. (Report by Assistant City Planner, Matt Jenkins)

Mayor/Agency Chair Nagel opened the public hearing.

Public Speakers: Ryan Kroll, attorney for BP; Cheryl Brothers; Leslie Montz

Mayor/Agency Chair Nagel continued the public hearing to the October 4, 2011 regular City Council meeting.

6. (Council) Public Hearing to Adopt a Resolution for the Proposed Spending Plan in the 2011-2012 Fiscal Year for the Supplemental Law Enforcement Services Fund (SLESF). (Report by Police Chief, Paul Sorrell)

Mayor/Agency Chair Nagel opened the public hearing; having nobody to speak on the item, Mayor/Agency Chair Nagel closed the public hearing.

ACTION: Adopt Resolution for the Proposed Spending Plan 2011-2012 Fiscal Year for the SLESF.
MOVED: Vo SECOND: Crandall
MOTION CARRIED BY UNANIMOUS VOTE

7. (Council) Public Hearing Program Year 2010 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) (Report by Housing Coordinator, Brent Hoff)

Mayor/Agency Chair Nagel opened the public hearing; having nobody to speak on the item, Mayor/Agency Chair Nagel closed the public hearing.

ACTION: Approve the 2010 CAPER and authorize staff to submit the final CAPER to HUD for approval.
MOVED: Crandall SECOND: McCurdy
MOTION CARRIED BY UNANIMOUS VOTE

CONSENT CALENDAR

Consent Calendar Items Nos. 8 through 20 will be acted on simultaneously with one motion, unless separate action/or discussion is requested.

8. *(Council)* Resolution of the City Council of the City of Fountain Valley for Employer Paid Member Contributions - Increase Sworn Fire and Miscellaneous Employee Contributions Towards Retirement.
9. *(Council)* Approval of Contract Change Order No. 4 for Project No. WU 832, the Building and Equipping of Well No. 9 (Contract #11-01).
10. *(Council)* Acceptance of Responsive Bids and Award of a Contract to DMA Greencare Contracting in the amount of \$277,253 for Construction of the Brookhurst Street Median Landscape Improvements from Garfield Avenue to I-405, Project No. GT 165.
11. *(Council)* Housing Authority Annual Report.
12. *(Council)* Approval of Amendment to Contract 09-35 with United Pacific Services Inc. for Tree Trimming Services in the amount not to exceed \$50,000 annually.
13. *(Council)* Authorization to purchase required updates for the City NEC 2000 telephone, voicemail and call answering systems in the amount of \$52,317 and to amend the General Fund Budget in the amount of \$45,317.
14. *(Council)* Amend the 2011-2012 Budget and use \$9,421 of the Asset Forfeiture Funds to purchase 20 Aimpoint PRO scopes and bases for police patrol rifles.
15. *(Council)* Approval of the 2011-2012 Investment Policy.
16. *(Council/Agency)* Approval of a Multiyear Cooperation and Funding Reimbursement Agreement between the City and Agency for Community Development.
17. *(Council/Agency)* Approval of a Remittance Agreement for reimbursement of Community Remittance payments between the City of Fountain Valley and the Fountain Valley Redevelopment Agency.
18. *(Agency)* Consider a motion of the Redevelopment Agency of the City of Fountain Valley approving and adopting an initial recognized obligation payment schedule pursuant to ABX1 26.
19. *(Council)* Annual report of the Fountain Valley Planning Commission and the Planning Department activities for Fiscal Year 2010-2011.
20. *(Council)* Updated Central Net Operations Authority Joint Powers Agreement.

ACTION: Approve Consent Calendar Items 8 through 20

MOVED: Crandall **SECOND:** McCurdy

MOTION CARRIED BY UNANIMOUS VOTE

ADMINISTRATIVE ITEMS

None

PRESENTATION OF DEMANDS

21. *(Council)* Ratification of Payroll: Payroll Checks and Direct Deposit Vouchers as listed in the report.

ACTION: Approve Ratification of Payroll

MOVED: Crandall SECOND: Vo

MOTION CARRIED BY UNANIMOUS ROLL CALL VOTE

22. *(Council)* Register of Demands: Checks, ACH Vendor Payment, and Electronic Transfers as listed in the report.

ACTION: Approve Register of Demands

MOVED: Crandall SECOND: Vo

MOTION CARRIED BY UNANIMOUS ROLL CALL VOTE

23. *(Agency)* Register of Demands: Electronic bank transfers

ACTION: Approve Agency Register of Demands

MOVED: Crandall SECOND: McCurdy

MOTION CARRIED BY UNANIMOUS ROLL CALL VOTE

PUBLIC COMMENTS - (Unscheduled Matters Only)

None

COUNCIL/AGENCY COMMENTS - (AB1234 Reporting and General Comments)

Council Member McCurdy - announced the upcoming Fountain Valley Community Foundation Charity Poker Tournament on October 8, 2011 from 5:30 p.m. to 8:30 p.m.

Council Member Vo - announced his attendance at the PCTA meeting and thanked Community Services for the successful BBQ Bonanza and Public Works for helping to relieve traffic congestion during recent road construction.

Council Member Crandall - announced his attendance at the OCTA Bus Rodeo.

Mayor/Agency Chair Nagel - announced his attendance at the recent PCTA meeting and his upcoming attendance to the California League of Cities Conference in Sacramento.

ADJOURNMENT

Mayor/Agency Chair Nagel adjourned the City of Fountain Valley City Council, Agency for Community Development meeting at 6:57 p.m. in memory of Joe Soresi to the next scheduled meeting of October 4, 2011 at 6:00 p.m.

Steve A. Nagel, Mayor

Kathleen Heard, Deputy City Clerk



**CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST**

To: Honorable Mayor and
Members of the City Council

Agenda Date: October 4, 2011

SUBJECT: Continued Public Hearing To Consider Code Amendment No. 09-02 - An Ordinance Of The Fountain Valley City Council Approving Code Amendment No. 09-02, To Repeal Chapter 21.24, Sign Code In Its Entirety And Replace With Chapter 21.24 And 21.25.

EXECUTIVE SUMMARY:

On September 20, 2011, the City Council opened a public hearing to receive input on a proposed code amendment to repeal and replace Title 21.24 of the Fountain Valley Municipal Code pertaining to signs. The hearing was continued to allow for revision to the proposed code amendment. Comments received at the public hearing have been incorporated into the attached Ordinance. The revisions have been reviewed by our Assistant City Attorney.

Staff recommends that the City Council reopens the public hearing and adopts the attached ordinance amending the Fountain Valley Municipal Code pertaining to signage.

DISCUSSION:

On February 3, 2009, the Planning staff met with the City Council in a multiple topic study session to discuss possible updates and changes to Title 21, the Development Code for the City of Fountain Valley regarding signage. On May 27, 2009, the Planning Commission reviewed and approved Resolution No. 09-23 recommending that the City Council approve Code Amendment No. 09-02. The proposed changes were sent to the City Attorney for review and additional changes were suggested and the services of sign attorney Randal Morrison were consulted. Joint study sessions with the City Council and Planning Commission were held on April 19, 2011 and July 19, 2011 to discuss further changes. Code Amendment No. 09-02 was reconsidered by the Planning Commission on August 10, 2011. The Planning Commission unanimously recommended that it be forwarded to the City Council for approval.

The proposed code amendment contains several changes to the Sign Code to allow for additional signage for businesses in Fountain Valley and to ensure protection for noncommercial speech.

Changes made to the draft ordinance incorporating comments received during the September 20th public hearing include:

- Allowing larger monument signs up to 12 ft tall with 80 sq. ft. of sign face when a property has more than 500 ft of continuous lineal street frontage along arterial streets. The previous draft amendment proposed 10 ft tall monument signs with 75 sq. ft. of sign face on properties with more than 600 ft. of street frontage.
 - Properties with less than 500 ft of continuous street frontage will be allowed one 8 ft tall monument sign with up to 50 sq. ft. of sign face on each arterial street frontage.
- Allowing LED band illumination on gas station convenience stores subject to Development Review on existing gas stations or Precise Plan approval on new gas stations. Both entitlements require Planning Commission review.
 - The previous draft also contains a provision allowing gas station canopy LED band illumination subject to Development Review.
 - Code currently does not permit band illumination on gas station convenience stores or canopies.
 - Band illumination will not be allowed on elevations facing residential properties.
- Added provisions for changeable copy price signs to be incorporated in the monument(s) signs for service stations. The previous draft required fixed numbered pricing signs.
 - Allows one changeable price sign per street frontage.
 - Code currently incorporates price signage with identification and pricing.
- The previous draft also includes provisions for additional canopy signage for service station identification; it allows one wall and or canopy sign per street frontage.
 - Code currently states 1 canopy or wall sign per use.
- Requiring addresses to be placed on top of a monument sign or on the side of the monument sign parallel to the street.

The Sign Code is proposed to be separated into two chapters; one for signs on public city-owned property (proprietary chapter) and a chapter for signs on private property (regulatory chapter). Other changes to the proposed sign ordinance include the following:

- Eliminating the requirement that all new signs that are not part of master sign program be reviewed by the Sign Committee.
 - It is proposed that signs determined to be in full compliance with the sign code can be administratively approved.

- The Sign Committee will still be used to review proposals for master sign programs, changeable copy signs, freeway monument and any sign that the Director deems not consistent with the intent and requirements of the Sign Code are proposed.
- Allowing more commercial and industrial sites to have a monument sign by eliminating the minimum 30,000 sq. ft. building size requirements that currently exist to qualify for a monument sign.
 - Properties that currently qualify for a monument sign are limited to only one monument sign per street frontage. The proposed code allows for one monument sign for each 300 linear feet of street frontage.
 - Parcels with more than 500' of linear feet of street frontage will be permitted 12' tall monument signs with 80 sq. ft. of sign area.
- Provided standards to allow for multi-family and condominium buildings to have a monument sign.
 - Code currently does not have provisions for monument signs.
- Added provisions for building canopy signs, where lettering can be placed on an entrance canopy either on the face or directly on the canopy, but not exceeding the building's roof line. An example of this type of sign was recently approved for a building on the Orange County Water District campus.
 - Code currently does not address this type of sign.
- Added provisions for additional canopy signage for service station identification – 1 wall and/ or canopy sign per street frontage.
 - Code currently states 1 canopy or wall sign per use.
- The proposed changes also address issues related to commercial and non-commercial speech.

A copy of the draft code amendment is attached.

ALTERNATIVES:

Alternative No. 1: Adopt the attached Ordinance - an ordinance of the Fountain Valley City Council approving Code Amendment No. 09-02, to repeal chapter 21.24, Sign Code in its entirety and replace with chapter 21.24 and 21.25.

Alternative No. 2: Do not adopt the attached Ordinance and/or deny the attached Ordinance.

Alternative No. 3: Continue the item for further consideration.

FINANCIAL ANALYSIS:

The fee to process a sign permit is currently \$890. Sign permit revenues over the last five fiscal years averages \$19,145. Since the majority of sign permits will be able to be processed administratively, permit revenues can be expected to decrease more than 75%.

ATTORNEY REVIEW:

Assistant City Attorney and sign attorney Randal Morrison have provided input on the proposed amendment. The Assistant City Attorney has approved the proposed changes.

PUBLIC NOTIFICATION:

Public notice pertaining to the proposed code change was published and posted in accordance with state and local laws.

Prepared By:	Matt Jenkins, Assistant Planner
Approved By:	Andrew Perea, Planning/Building Director
Fiscal Review by:	Sherri Holman, Finance Director/ Treasurer
Approved By:	Raymond H. Kromer, City Manager

Attachment 1: Ordinance repealing and replacing Fountain Valley Municipal Code Chapter 21.24 regarding signage.

ORDINANCE NO. _____

AN ORDINANCE OF THE FOUNTAIN VALLEY CITY COUNCIL APPROVING CODE AMENDMENT NO. 09-02; TO REPEAL CHAPTER 21.24, SIGN CODE IN ITS ENTIRETY AND REPLACE WITH CHAPTER 21.24 AND 21.25.

AN ORDINANCE OF THE FOUNTAIN VALLEY MUNICIPAL CODE

WHEREAS, the Fountain Valley City Council adopted the Development Code Update on December 7, 2000; and

WHEREAS, Title 21.24 of the Fountain Valley Municipal Code contains development regulations pertaining to signage; and

WHEREAS, the sign ordinance sets forth regulations to preserve and enhance the aesthetic, traffic safety and environmental values of the community, while at the same time providing channels of communications to the public; and

WHEREAS, the proposed Code Amendment will address the needs of businesses in the city, while at the same time protecting the aesthetics and public safety of the community; and

WHEREAS, the Fountain Valley Planning Commission first considered the proposed Code Amendment at a duly noticed public hearing on May 27, 2009 and adopted Resolution No. 09-23; and

WHEREAS, following the Planning Commission action the sign ordinance draft was reviewed for content by the Assistant City Attorney and Randal Morrison, a First Amendment attorney; and

WHEREAS, changes were incorporated into a Draft Code Amendment and presented at a joint study session with the Planning Commission / City Council on April 19, 2011, and

WHEREAS, the Fountain Valley Planning Commission considered the proposed Code Amendment at a duly noticed public hearing on August 10, 2011 and recommended adoption of the Code Amendment, and

WHEREAS, the Fountain Valley Planning Commission determined that Code Amendment No. 09-02 is categorically exempt from the provisions of CEQA; and

WHEREAS, proposed Code Amendment has been publicly noticed in accordance with State Law and the Fountain Valley Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY DOES HEREBY ORDAIN AS FOLLOWS:

Ordinance No. _____

SECTION 1:

The City Council finds that due notice of the public hearing on September 20, 2011, conducted in the City Council Chambers, 10200 Slater Avenue, Fountain Valley, was given as required by the Fountain Valley Municipal Code the State of California.

SECTION 2:

The City Council hereby finds that Code Amendment No. 09-02 is consistent with the Fountain Valley General Plan as follows:

(A) The proposed amendment ensures and maintains internal consistency with the actions, goals, objectives and policies of the general plan, and would not create any inconsistencies with the Fountain Valley Municipal Code;

(B) The proposed amendment would not be detrimental to the public convenience, health, interest, safety or welfare of the city; and

(C) The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures and was determined to be categorically exempt.

SECTION 3:

That Fountain Valley Municipal Code Chapter 21.24 is hereby repealed in its entirety and replaced with Fountain Valley Municipal Code Chapters 21.24 regarding signage on private property and 21.25 regarding signage on public property as follows:

Fountain Valley - Chapter 21.24

SIGNS ON PRIVATE PROPERTY

21.24.010	Title
21.24.020	Authority
21.24.030	Scope
21.24.040	Findings and Purpose
21.24.050	Basic Principles
21.24.060	Definitions
21.24.070	General Provisions for All Signs
21.24.080	Standards for Specific Sign Types
21.24.090	Sign Permit Procedures
21.24.100	Master Sign Program
21.24.110	Exemptions from Sign Permits
21.24.120	Prohibited Signs
21.24.130	Abandoned Signs
21.24.140	Violations

Ordinance No. _____

21.24.010 Title

This chapter may be known as the Sign Ordinance of the City of Fountain Valley California.

21.24.020 Authority

This chapter is adopted pursuant to the city's general and police powers, California Constitution Article XI, section 7; California Government Code sections 65000 *et seq.*, 65850(b), 38774, and 38775; Business and Professions Code sections 5200 *et seq.*, 5230, and 5490 *et seq.*; Penal Code 556 *et seq.*, and other applicable state laws.

21.24.030 Scope

This chapter regulates signs, as defined herein, which are within the legal corporate limits of the city, but not on city property, as defined herein, or in the public right of way, or on property owned and/or controlled by other city controlled entities. Signs on city property and the public right of way are controlled by Chapter 21.25. This chapter does not regulate signs used in conjunction with parades and public assemblies; such matters are covered in Chapter 8.50.

21.24.040 Findings and Purpose

The purpose of this chapter is to create and enforce a comprehensive system for the reasonable regulation of signs, as defined herein, within the city. The city has maintained strong sign regulations throughout its history and has been vigilant in enforcing the same with the result that the city does not have the visual blight that afflicts some other cities. By adopting this chapter the city intends to balance many competing interests, which include but are not limited to:

- (1) To provide adequate opportunity for exercise of the free speech right by display of a sign;
- (2) To preserve and enhance the aesthetic values of the city by limiting visual clutter which can be caused by excessive or inappropriate signage;
- (3) To regulate on the basis of particular need and proportion of signage;
- (4) To serve the traffic and pedestrian safety needs of the community;
- (5) To promote and protect the public health, safety and welfare by regulating existing and proposed signs in the city to assure that they are:
 - (A) Legible in the context of their location;
 - (B) Architecturally compatible with their surroundings;
 - (C) Appropriate to the type of activity to which they pertain;
 - (D) In compliance with applicable state and federal law and this chapter. (Ord. 1308 § 5 (part), 2000)

21.24.050 Basic Principles

The principles stated in this section apply to all signs and procedures within the regulatory scope of this chapter and to all provisions of this chapter.

(a) Applicability

All signs within the scope of this chapter shall conform to the provisions of this chapter. The requirements and development standards in this chapter shall apply to all zoning districts and all private property in the city. Only signs authorized by this chapter shall be allowed. In addition to the provisions of this chapter, specific regulations shall apply as provided in each specific plan.

(b) Prospective Only

This chapter is intended to have prospective effect only; however, this does not waive the city's right to demand compliance with this chapter, or to demand abatement of existing signs which were illegal when installed and have never been legalized, or which have expanded nonconformities without proper permitting.

(c) Enforcement

The Director or designee is authorized and directed to enforce and administer this chapter.

(d) Regulatory Interpretations

All regulatory and administrative interpretations of this chapter are to be exercised in light of the message neutrality and message substitution policies.

(e) Message Neutrality

It is the city's policy and intent to regulate signs in a manner consistent with the United States and California constitutions, which is content neutral as to protected noncommercial speech and which does not favor commercial speech over noncommercial.

(f) Message Substitution

Subject to the property owner's consent, a protected noncommercial message of any type may be substituted, in whole or in part, for the message displayed on any sign which is already legal or legal nonconforming without consideration of message content. Such substitution of message may be made without any additional approval or permitting, provided that the message substitution makes no changes to the physical structure of the sign. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over protected noncommercial speech, or favoring of any particular protected noncommercial message over any other protected noncommercial message.

Ordinance No. _____

Message substitution is a continuing right and may be exercised any number of times, in whole or in part. This policy applies only to messages which are within the protection of the First Amendment to the United States constitution and corresponding provisions of the California constitution. This message substitution provision does not: 1) create a right to increase the total amount of signage on a parcel, lot or land use, beyond that otherwise allowed; 2) affect the requirement that a sign structure or mounting device be properly permitted, when any permit requirement applies; 3) allow a change in the physical structure of a sign or its mounting device; or 4) authorize the substitution of an offsite commercial message in place of an onsite commercial message or in place of a noncommercial message.

(g) Onsite / Offsite Distinction

Within this chapter, the distinction between onsite signs and offsite signs applies only to commercial messages. There is no location criterion for noncommercial speech on signs.

(h) Permanent Signs: Accessory or Appurtenant Uses Only

Unless otherwise provided herein, permanent signs are to be accessories to, or appurtenant to, or auxiliary to, a main, principal or primary land use on the same parcel; the signs themselves are not to be a primary, principal, or a secondary principal use on any parcel. This provision applies prospectively only.

21.24.060 Definitions

“Abandoned Sign” means a sign which no longer advertises or identifies an ongoing business, product or service available on the premise where the sign is located.

“Animated Sign” means a sign that uses movement or change of lighting to depict action or the appearance of motion. This definition includes blinking, flashing, moving and revolving signs; strobe, laser, fiber optic, search lights and string lighting of any type, including blinking lights. It also includes electronic display faces which are capable of presenting a series of still images in “slide show” fashion.

“Area of Sign” or sign area means the entire area within a single continuous perimeter composed of squares or rectangles that enclose the extreme limits or writing, representation, emblem or any figure of similar character, with any frame, background area of sign, structural trim or other material or color forming an integral part of the display or used to differentiate such signs from the background against which it is placed. If a sign is designed with more than one exterior surface, the area shall be computed as including only the maximum single display surface that is visible from any ground position at one time. The supports or uprights on which a sign is supported shall not be included in determining the sign area unless the supports or uprights are designed in a manner as to form an integral background of the display. For signs with no distinct border or boundary, the sign area shall be calculated by computing the area of a simple rectilinear figure consisting of not more than eight perpendicular lines that contain all of the writing, representations, emblems, logos, or other display elements of the sign.

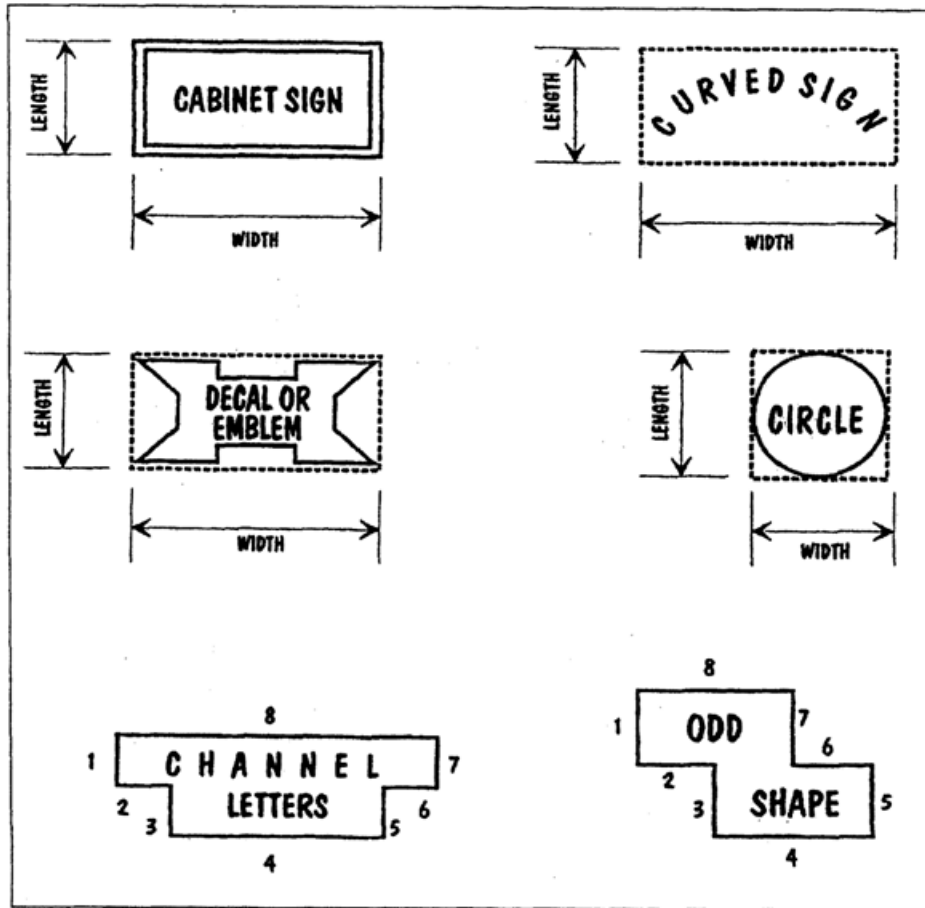


Figure 3-3

“Aerial Sign” means a sign or device that is either floating or flying in the air but is tethered to a structure or to the ground by strings or cables, for the purpose of attracting attention to or advertising a commercial or noncommercial message.

“Awning Sign” means a sign painted or otherwise affixed permanently to the exterior surface of an awning. For purposes of this chapter, awning means shelter projecting from and supported by the exterior wall of a building and constructed of a rigid frame covered by a flexible skin (e.g., as fabric, synthetic material or thin sheet metal).

“Banner” means a temporary sign made of fabric or any non-rigid material with no enclosing framework.

“Billboard” means a permanent structure sign which meets any one or more of the following criteria: 1) it is used for the display of offsite commercial messages; 2) it is used for general advertising for hire, in contrast to self-promotion; 3) it is not an accessory or auxiliary use serving a principal use on the same parcel, but rather is a separate or principal use of the parcel; 4) it is a profit center on its own. Signs within an area controlled by a master sign program or specific plan which displays commercial messages pertaining to establishments within the same sign program area or specific plan area are not billboards.

“Building Frontage” means the linear dimension of a building that faces upon a public street (excluding an alley) or public/private parking lot and is roughly parallel to it.

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“Bunting” means a decoration made out of fabric, synthetic material, sheet metal or any thin pliable material that is attached to at least two ends of a rigid frame attached to a pole or projecting from a building.

“Cabinet Sign” means a sign face within a box frame, usually made of metal; also known as “cab sign” or “box sign.”

“Canopy Sign” means a sign affixed to the top or face of a canopy. For the purposes of this chapter, canopy means a permanent, flat projection from the face of the building, constructed of rigid materials.

“Channel Letters” means individual letters or figures that are affixed to a building or to a freestanding sign structure, typically by sliding the letters into channel guides.

“Commercial Mascot”: A person or animal attired or decorated with commercial insignia, images or symbols, and/or holding signs displaying commercial messages, when a principal purpose is to draw attention to or advertise a commercial enterprise. Includes sign twirlers, sign clowns and human or animal “sandwich board” type signs.

“Commercial Message”: An image or message on a sign which primarily concerns the commercial and / or economic interests of the sign sponsor or intended audience, and/ or which proposes a commercial transaction.

“Construction Sign” means a temporary sign on a property where construction activities are taking place. Construction activities consist of adding more than fifty percent to the total square footage of the building/buildings, or exterior redesign of more than fifty percent of the length of the building’s façade

“Directional Sign” means an on-site sign that provides information to drivers and pedestrians, such as parking, exit, one way traffic, handicapped parking, *etc.*

“Directory Sign” means a freestanding or wall sign that identifies establishments located within a multi-tenant building, a shopping center, an industrial building or an institutional establishment.

“Director” means the Planning/Building Director of the City, or designee.

“Drive-through Ordering Sign” means a sign displaying the menu of a drive-through restaurant to customers seated in vehicles in drive-through service lanes.

“Electronic Message Center” or **“EMC”** means a sign with a visual image formed by the selective illumination of an array of light bulbs, light emitting diodes (LEDs), or liquid crystal displays (LCDs) that can be changed electronically. These signs may display text and/or graphic images, and may be programmable. The definition applies regardless of whether the sign displays a single image or a series of still images or full motion. Also known as digital signs, CEVMS (changeable electronic variable message signs), and similar names. All functionally equivalent technologies are within this definition.

“Establishment”: Any legal use of land, other than long-term residential, which involves the use of structures subject to the Building Code. By way of example and not limitation, this definition includes businesses, factories, farms, schools, hospitals, hotels and motels, offices and libraries but does not include single family homes, mobile homes, residential apartments, residential care facilities, or residential condominiums.

This definition does not include nature preserves, open space, raw land, broadcasting towers, or electrical transmission or transformer stations.

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“Fence Sign” means a sign attached to or painted onto any freestanding fence.

“Flag”: A piece of fabric or other flexible material, usually rectangular, of distinctive design, used as a symbol.

“General Advertising”: The commercial enterprise of advertising or promoting other businesses, establishments or causes using methods of advertising, in contrast to self-promotion or onsite advertising. Also known as “advertising for hire” and “general advertising for hire.” This definition applies even when the sponsored message is noncommercial or promotes a nonprofit cause or institution.

“Graphic” means the visually communicative portion of a sign; a visual image which functions as symbol of an establishment, a company or any other legal private or public entity or a symbol expressing any other noncommercial or commercial message. Also known as “copy” or “sign copy.”

“Height” means the vertical distance measured from the surface grade beneath the sign to the highest element of the sign. For purposes of this chapter, all sign heights specified are measured from the grade adjacent to the base of the sign to the highest point of the sign. Grading of a lot to increase sign height above natural grade shall not be allowed.

“Illegal Sign” means a sign that does not meet the requirements of this chapter and does not have legal nonconforming status. Includes all signs which were originally installed in violation of laws, rules and regulations which were in effect at the time of installation, and which have not been subsequently legalized.

“Illuminated Sign” means a sign with an artificial source of light incorporated internally or externally for the purpose of illuminating the sign.

“Inflatable Sign” means a form of inflatable device or a sign that is displayed, printed or painted on the surface of a balloon or any other form of inflatable background and is used to attract attention to or advertise a noncommercial or commercial message or location.

“LED” means a light emitting diode, which is an electronic device that lights up when electricity is passed through it.

“Legal Nonconforming Sign” means a permanent sign that was legally established and has been maintained in compliance with the provisions of all applicable laws in effect at the time of original installation but that does not currently comply with the provisions of this chapter or title.

“Master Sign Program” means a coordinated program of signage for building complexes with four or more tenants.

“Mobile Sign” means a sign mounted, attached, affixed or painted upon any surface of a motor vehicle, trailer or similar conveyance parked or traversing upon a public street or on public or private property for the purpose of general advertising for hire.

“Monument Sign” means a freestanding sign, without exposed pylons or posts, mounted directly on the ground.

“Mural” means a visual image on an exterior surface of a structure that is displayed primarily for artistic purposes, and not for advertising purposes. Images which consist of or contain text or commercial logos, symbols or images are not within this definition.

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“Neon Sign” sign means any sign using neon or any other inert gas under low pressure, which glows in a distinctive color when exposed to a high voltage electrical current.

“Offsite Message” means a commercial message displayed on a sign which pertains to goods or services not available at the same location. The definition includes any wall sign that is not located directly above or upon a tenant’s lease space where the primary establishment is operated. The onsite / offsite distinction applies only to commercial messages.

“Onsite Message” means a commercial message which pertains to goods and/or services offered on the same site, or expected to be offered on the same site in the near future. In the case of developments subject to a master sign program or specific plan, all establishments subject to the plan are considered onsite when located within the area to which the plan applies. In the case of construction site signs, “onsite” means any message or copy concerning parties involved in the specific construction project, as well as the intended use of the project when complete. The onsite / offsite distinction applies only to commercial messages.

“Order Confirmation Board” means any video screen or electronic display, monitor or terminal that is located on, or affixed to, a drive-through menu board that displays exhibits or shows visual content or material.

“Painted Sign” means a visual image painted or silk-screened onto a building wall or freestanding structure.

“Pennant” means any lightweight plastic, fabric, or similar material, whether or not containing a message of any kind, attached to a rope, wire, or string, usually in a series, designed to move in the wind and attract attention. Pennants are typically triangular or swallow tail in shape. Flags are not within this definition.

“Pole Sign” means a freestanding sign supported by one or more poles. The definition applies even if the poles are skirted or covered with cladding.

“Portable Sign” means a sign not permanently attached to, mounted upon or affixed to a building, structure or the ground, and which is easily moved. Examples include A-frame signs, sandwich board signs, signs on wheels and signs carried/supported by human beings or animals.

“Projecting Sign” means a sign, the sign surface of which is not parallel to the face of the supporting wall and which is supported wholly by the wall. This definition shall include V- or wing-type signs.

“Project Site Sign” means a temporary sign on the site of a planned future development project.

“Real Estate Sign” means a temporary sign whose message pertains to an economic transaction involving real property, such as a sale, rental, or lease. All signs described in Civil Code 713 are within this definition. This definition does not include signs offering or pertaining to short term or transient occupancy, such as hotel, motel, bed and breakfast inns advertising vacancy and rates.

“Rider Sign” means a sign attached to a real estate sign that provides limited information about the property (by way of example and not limitation; number of bedrooms, agent's name, open house, etc.).

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“Roof Sign” means a sign erected, constructed and attached to and/or maintained upon or above any roof or portion of a roof of any building, including a mansard roof. For the purposes of this chapter, a mansard roof is any roof or parapet wall with roofing material for siding that slopes from thirty degrees to ninety degrees and does not have a ridge line.

“Sign”: The public display of a communicative visual image for the purpose of attracting attention and/or expressing some message, which is visible from an exterior location open to the public. Notwithstanding the breadth and generality of the foregoing, the following are not within the definition of sign:

- * Aerial signs or banners towed behind aircraft;
- * Architectural features. Decorative or architectural features of buildings (not including lettering, trademarks or moving parts), which do not perform a communicative function;
- * Fireworks;
- * Foundation stones and cornerstones;
- * Historical plaques;
- * Holiday decorations, cultural observance imagery, and strings of lights which are on display in conjunction with a state or national holiday for not more than 45 calendar days per year (cumulative, per parcel or use) and which do not include commercial advertising messages;
- * Inflatable gymnasiums. Inflatable, temporary, moveable, gymnasium devices commonly used for children’s birthday parties, and similar devices; also called “party jumps”;
- * Interior graphics. Visual communicative devices that are located entirely within a building or other enclosed structure and are not visible from the exterior thereof;
- * Landscaping;
- * Manufacturers’ marks. Marks on tangible products, which identify the maker, seller, provider or product, and which customarily remain attached to the product even after sale;
- * Mass transit graphics. Graphic images mounted on duly licensed and authorized mass transit vehicles that legally pass through the city for the primary purpose of transportation rather than general advertising for hire; taxis;
- * Newsracks and newsstands;
- * Personal appearance. Items or devices of personal apparel, decoration or appearance, including tattoos, makeup, wigs, costumes, masks, *etc.* (but not including commercial mascots or hand-held signs);
- * Search lights used to attract attention to or advertise a commercial or noncommercial message or location;
- * Shopping carts, golf carts, horse drawn carriages, pedicabs and similar devices; any motorized vehicle which may be legally operated upon a public road is not within this exclusion;

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* Symbols embedded in architecture. Symbols of noncommercial organizations or concepts including, but not limited to, religious or political symbols, when such are permanently integrated into the structure of a permanent building which is otherwise legal; by way of example and not limitation, such symbols include stained glass windows on churches, carved or bas relief doors or walls, bells, religious statuary, *etc.*;

* Vehicle and Vessel Insignia. On street legal vehicles and properly licensed watercraft: license plates, license plate frames, registration insignia, noncommercial messages, messages relating to the business of which the vehicle or vessel is an instrument or tool (not including general advertising) and messages relating to the proposed sale, lease or exchange of the vehicle or vessel;

* Vending machines, automated intake devices and product dispensing devices which do not display offsite commercial messages or general advertising messages;

* Window displays. The display of merchandise in a store window.

“Sign Committee” The sign committee shall be composed of the following:

- (1) Two commission members appointed by the commission; and
- (2) The director.

“Sign Copy” means the combination of letters, numerals, or symbols displayed on a sign face to convey a message to the public; the complete set of all elements of a visual image which is intended to be communicative.

“Snipe Sign” means a small poster board on a stake mounted on the public right of way, in violation of applicable laws.

“Subdivision Entry Feature” means a sign located within a common open space area or landscape easement, adjacent to a street on the perimeter of the subdivision.

“Temporary Sign” means a sign that is designed or intended to be temporarily mounted or displayed and which is not intended for permanent or long term use. Temporary signs are usually made of lightweight materials and are easily mounted by hand or with ordinary hand tools.

“Under-Canopy Sign” means a sign suspended under a canopy, marquee or arcaded walk in front of a building.

“Wall Sign” means a sign installed on or attached to a wall and which is parallel to the building facade.

“Window Sign” means a sign painted or installed on a glass window or door or located within three feet from inside the window in a manner that it can be viewed from the exterior of a structure. (Ord. 1308 § 5 (part), 2000)

21.24.070 General Provisions for All Signs

(a) Sign Integration

Signs shall be designed as an integral part of the total building design.

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(b) Emergency Response Information

Signs that are not primarily in the English language shall provide the name of the business or type of business and street address (*e.g.*, dentist, hardware, *etc.*) displayed in English to help facilitate an emergency response to that location if necessary.

(c) Illumination

Signs with external illumination shall be provided with shields to concentrate the illumination on the sign to prevent glare on the street or adjacent property. It shall be unlawful to create harmful glare or light that distracts motorists, or causes a nuisance to adjacent property.

(d) Quality—Maintenance—Aesthetics

Signs shall be maintained in proper working order and in a state of good repair at all times. The display surfaces of all signs shall be kept clean and legible at all times.

The rear of any sign face or cabinet visible to the public shall be provided with a flat-surfaced cover to obscure structural elements from public view. Angle bars, metal pipes or I-beams shall not be used as visible structural supports unless covered with decorative material. (Ord. 1308 § 5 (part), 2000)

(e) Location

The location and design of a proposed sign shall not create a pedestrian or vehicular traffic hazard.

(f) Sign Consistency.

All signs within an individual project shall be of the same type (*e.g.*, channel letters, cabinet, *etc.*), unless otherwise approved by the Sign Committee.

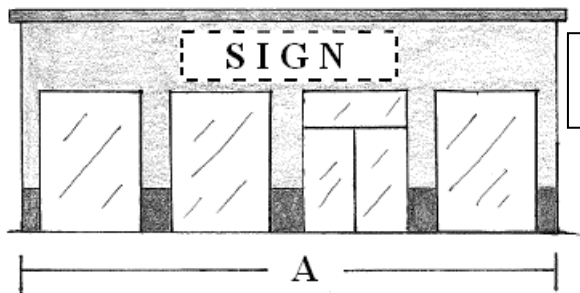
21.24.080 Standards for Specific Sign Types

Only signs authorized by this section shall be allowed unless additional signage is allowed by another provision of this chapter. The following standards are maximums and lesser standards may be applied to a particular project if the circumstances warrant.

(a) Wall Signs

Standards for Wall Signs in Commercial and Industrial zones.			
Number Allowed	Maximum Sign Area	Maximum Sign Height	Requirements
-1 sign per building elevation -2 signs maximum for corner/end tenants in a multi-tenant shopping center -3 signs maximum for freestanding buildings	1.5 sq. ft. of sign area/linear ft. of building frontage	Below edge of roof.	-Wall signs shall be located only on building frontages facing a public street, private drive or parking lot. -Wall signs shall be parallel to the face of the building and shall not project from the face of the building more than required for construction purposes and in no case more than twelve inches. -Wall signs shall not obstruct any portion of a window.

Figure 1



1. In fig. 1 the building frontage (A) = 30 ft.
2. 30 ft. x 1.5 = 45 square feet = max. sign area

Table 3-7

(b) Directional Signs



Standards for Directional Signs in Commercial, Industrial, and Multi-Family zoning districts.

Number Allowed	Maximum Sign Area	Maximum Sign Height	Requirements
1 per site entrance, or as allowed by a Master Sign Program approved by the Sign Committee.	4 sq. ft.	3 ft.	On-site directional signs are intended to aid vehicle and pedestrian traffic to maneuver safely onto and within the site.

Table 3-8

(c) Freestanding Monument Signs

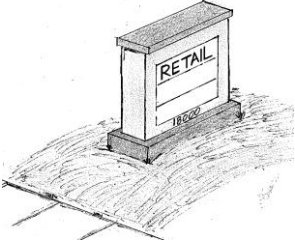
 <div style="border: 1px solid black; padding: 5px; display: inline-block; margin-left: 20px;"> <p>Standards for Freestanding Monument Signs in Commercial, Industrial, Multi-Family zoning districts and Assembly facilities.</p> </div>			
Number Allowed	Maximum Sign Area	Maximum Sign Height	Requirements
1 sign for every 300 feet of street frontage along a public street.	50 sq. ft.*	8 ft.*	Sign shall be set back a minimum 5 ft. from property lines or public right-of-way and shall not block traffic safety area.
*Height and square footage may be increased for commercial and industrial properties that have 500 ft. or more of continuous street frontage along an arterial street.	80 sq. ft.	12 ft.	Same as above.
See additional requirements below.			

Table 3-9

- (1) In commercial, industrial zones, multi-family zoning districts, and assembly facilities, the following limitations shall apply to monument signs:

Lineal Street Frontage	No. of Signs Permitted
0-300	1
300-600	2
600-900	3
Over 900	4

- (2) Lineal street frontage on corner lots fronting arterial streets shall be combined and count towards the number of allowable monument signs.
- (3) Separation: There shall be a minimum of seventy-five feet between two freestanding monument signs on the same property and adjoining properties to ensure adequate visibility for all signs. The Director may waive this requirement in situations where its application would be impractical due to the locations of existing signs on adjacent properties.
- (4) Freestanding monument signs shall not project over public property, vehicular easements or rights-of-way, or obstruct corner cutback area. A minimum of two hundred square feet of landscaping shall be provided at the base of the supporting structure;

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- (5) The width of the base structure shall be a minimum of one-half the length of the sign area;
- (6) Illumination: freestanding monument signs may be illuminated with either interior or indirect lighting;
- (7) Architectural compatibility. Monument signs shall be compatible with the architectural features of the facility to which it relates.
- (8) Addresses shall be provided on monument signs using Arabic numbers at least eight inches in height and be placed on the top face or the side parallel to the street of the monument sign.
- (9) Sign area shall be computed by measuring the entire area contained within the frame or cabinet but excluding the monument base if it contains no sign copy and is clearly distinguishable from the sign copy area through the use of different texture, color, and design. The frame or cabinet structure shall be included in the maximum height calculation of the sign

(d) Freeway Visible Monument Signs

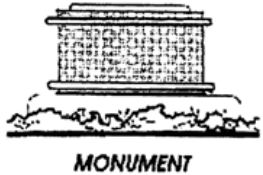
		Standards for Freeway Monument Signs in Commercial and Industrial zones adjacent to the 405 Freeway	
Number Allowed	Maximum Sign Area	Maximum Sign Height	Requirements
1 sign	200 sq. ft.	Shall not exceed twenty feet in height as measured from the elevation of the nearest freeway lane.	-Only on parcels that have a minimum freeway frontage of two hundred feet.
See additional requirements below.			

Table 3-10

- (1) Freeway monument signs may not be used as general advertising for hire.
- (2) Landscaping: freeway monument signs shall be located in a landscape berm area, approved by the Director, a minimum of six hundred square feet in area.
- (3) Orientation: Freeway monument signs shall be perpendicular to the freeway right-of-way.
- (4) Separation: There shall be a minimum of 200 feet between two freestanding signs on abutting sites to ensure adequate visibility for all signs and to alleviate sign clutter.

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- (5) All freeway monument signs shall be reviewed by the Sign Committee for compliance with this chapter.

(e) Banners


 <div style="border: 1px solid black; padding: 5px; display: inline-block; margin-left: 20px;"> Standards for Temporary Banners in Commercial, Industrial and Multi-Family zoning districts. </div>			
Number Allowed	Maximum Sign Area	Maximum Sign Size	Requirements
1 per building or tenant space	45 sq. ft.	3 ft. by 15 ft.	An establishment in a commercial, industrial, or multi-family zoning district may display one banner for a maximum four such time periods per year, each time period running not more than sixty days, with a minimum of thirty days between time periods.
See additional requirements below.			

Table 3-11

- (1) A banner shall be located on the face of the structure to which it is associated. No banner shall be placed on the parapet or roof area of any structure. The banner shall be attached to the building.
- (2) Banners shall be designed and constructed in compliance with the following: Number twelve canvas or equivalent shall be used; top and bottom edges shall have a one and one-half inch hem with one-quarter inch rope enclosed in the hem for reinforcement to prevent eyelets from ripping out; top and bottom edges shall have metal reinforced eyelets spaced at two-foot intervals.
- (3) Prohibited banner types: three-dimensional banners, inflatable advertising devices, lighted banners and animated banners are all prohibited.
- (4) A temporary sign permit and associated fees shall be required for installation of any banner. The applicant shall submit an application for a banner permit and obtain a permit prior to the installation of the banner.
- (5) A banner permit shall be issued in compliance with the provisions of this chapter.

(f) Window Signs

Temporary advertising/promotional signs and graphics painted on a window or securely attached to a window are allowed subject to the following:

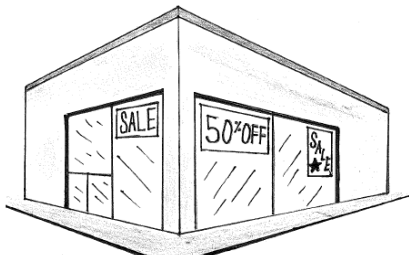
 <div style="border: 1px solid black; padding: 5px; display: inline-block; margin-left: 20px;">Standards for Window Signs in Commercial and Industrial zones.</div>		
Maximum Sign Area	Location	Requirements
-Not to exceed 30% of each window area	-Upper 2/3 of window area	-Window signs shall be permanently painted or mounted on the inside of windows and doors. -Window signs shall be allowed only on windows located on the ground floor of a building frontage. -Illuminated, neon and LED signs are prohibited.

Table 3-12

(g) Awning Signs


 <div style="border: 1px solid black; padding: 5px; display: inline-block; margin-left: 20px;">Standards for Awning Signs in Commercial and Industrial zones.</div>	
Number Allowed	Maximum Sign Area
1 per awning per building elevation	10% of front face of awning area
See additional requirements below.	

Table 3-13

- (1) Awning signs for multiple tenant projects shall only be allowed as part of an approved master sign program to ensure continuity of architecture and sign identification for the entire development. Individual tenants within multiple tenant projects shall not erect awning signs unless they are part of a comprehensive sign program for the entire project. Awning signs are allowable on single tenant buildings without a sign program;

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- (2) Awnings shall only be located on building frontages and are limited to ground level only.
- (3) The area of awning signs shall be included in the aggregate sign area allowed for the use.
- (4) Awnings shall not be internally illuminated so that light is emitted from the awning. Lighting directed downwards to illuminate the exterior surface of the awning is allowed.
- (5) Combinations of signs on awnings with wall signs are permitted but shall not exceed the maximum allowable sign area per building elevation.

(h) Service Station Canopy Signs.

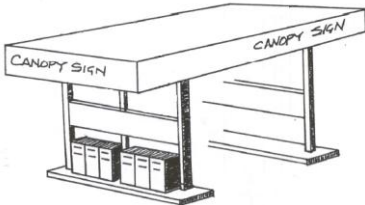
	<p>Standards for Service Station Canopy Signs in Commercial and Industrial zones.</p>
Number Allowed	Maximum Sign Area
1 per awning elevation	10% of canopy face
<p>-LED (or similar) accent lighting is also permitted to be used on service station buildings when in keeping with the overall architectural design of a building and / or canopy and insofar as such accent lighting does not convey a message to the public, such accent lighting shall not be considered signage nor count against overall allowable sign area subject to Development Review.</p>	

Table 3-14

- (1) Canopy fascia may be illuminated when not facing a residential zone that abuts the property.
- (2) Canopy fascia illumination shall be subject to Development Review.
- (3) Canopy fascia lighting shall maximize opportunities for energy conservation, while avoiding glare and light trespass through design of lighting installations, selection of fixture type, lighting technology and location, and control of light levels.

(i) Service Station Monument Signs

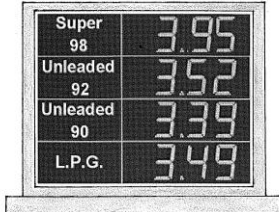
	<p>Standards for Service Station Monument Signs in Commercial and Industrial zones.</p>
<p>Number Allowed</p>	
<p>-Service stations are permitted 1 monument sign per street frontage</p>	

Table 3-15

- (1) Service station monument signs shall meet all the requirements as indicated in Section 21.24.080(c), freestanding monument signs, except as provided for in this section.
- (2) Service station monument signs may incorporate a digital/changeable copy LED (or similar) illuminated fuel price sign subject to Sign Committee Review.
- (3) Digital/changeable copy technology may be used in price signs strictly for the purpose of pricing adjustments and may not be utilized to transmit any other digital messages.
- (4) The digital/changeable copy shall not scroll, blink, flash or travel horizontally or vertically across the face of the sign.

(j) Drive-through Ordering Signs

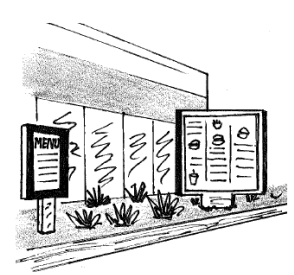
	<p>Standards for Drive-through Ordering Signs in Commercial and Industrial Zones.</p>		
Number Allowed	Maximum Sign Area	Maximum Height	Requirements
2 per property	-45 sq. ft. for main menu board -20 sq. ft. for the secondary menu board	8 ft.	Shall not be located in the setback area
<p>-Order confirmation boards shall not exceed 19 inches in diameter and shall count towards the square footage for all drive thru signage.</p>			

Table 3-15

(k) Residential Signs

Individual dwelling units whether attached, multi-family, detached single family, town home, condominium, or apartment type structures, are allowed a display area of fifteen (15) square feet at all times. The display area may be used for any protected noncommercial speech. Residential signs may be freestanding or attached to walls, windows, doors or fences, but may not be attached to trees, bushes or living plants. If freestanding, residential sign structures may not exceed six feet in height.

(l) Subdivision Entry Feature

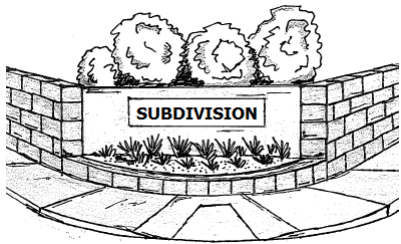
			Standards for Residential Subdivision Entry Feature Wall Sign		
		Maximum Sign Area			
Number Allowed	Maximum Sign Area	Requirements			
2 per tract entrance; 1 per wall	24 sq. ft.	Shall be located on subdivision wall.			

Table 3-16

(m) Interim Identification Signs for Establishments

A maximum of one temporary sign for the identification of a new establishment is allowed until permanent signs can be erected, for a period not to exceed ninety days. One time extension may be granted by the Director upon a showing that the delay in obtaining and mounting a permanent sign has been caused by factors beyond the control of the establishment. Maximum sign area is limited to fifty square feet.

(n) Construction Site Signs

Temporary signs are allowed on construction sites in compliance with the following:

- (1) Construction site signs shall only be allowed on residential properties greater than one (1) acre in size.
- (2) Limit on number and size: one per street frontage and shall not exceed thirty-two square feet in area.
- (3) Construction site signs may be on display only for the period during which active construction is proceeding on the project or when an active entitlement application on file with the city.
- (4) Maximum sign height shall not exceed eight feet.

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- (5) Sign face shall be constructed of wood, plastic or metal and sign supports shall be a nominal dimension of four by four inches placed a minimum of twenty-four inches in the ground.
- (6) Construction site signs shall be set back a minimum of five feet from any property line.

(o) Canopy Signs


 <div style="border: 1px solid black; padding: 5px; display: inline-block; margin-left: 200px;">Standards for Canopy Signs in Commercial and Industrial zoning districts.</div>			
Number Allowed	Maximum Sign Area	Maximum Height	Requirements
-1 sign per building elevation -2 signs maximum for corner/end tenants in a multi-tenant shopping center -3 signs maximum for freestanding buildings	1.5 sq. ft. of sign area/linear ft. of building frontage	Below edge of roof.	See below for additional requirements.

Table 3-17

- (1) Canopy signs are allowed only where a permanent fixed canopy structure is constructed over an entrance to a building.
- (2) The lettering shall be fixed to the face of the canopy or directly on top of the canopy.
- (3) The lettering shall not extend above the edge of the building roof line.
- (4) Maximum sign size on the canopy shall not exceed one and one-half square feet of sign area for each linear feet of building frontage.
- (5) No structural element of a canopy shall be located less than eight feet above finished grade.
- (6) Canopies shall be compatible with the architectural integrity of the building(s) to which they are attached.
- (7) Combinations of signs on canopies with wall signs are permitted but shall not exceed the maximum allowable sign area per building elevation.

(p) Real Estate Signs—Commercial Properties


 <div style="border: 1px solid black; padding: 5px; display: inline-block; margin-left: 200px;"> Real Estate Signs in Commercial and Industrial zoning districts. </div>			
Number Allowed	Maximum Sign Area	Maximum Sign Height	Requirements
-1 per lot or parcel - corner parcels may display two commercial real estate signs, one along each street frontage	16 sq. ft. per sign face Plus 9 sq. ft. of rider signage	8 ft.	-illumination is prohibited -shall be constructed of wood, plastic, or metal.
Time Periods			
Commercial real estate signs shall be removed within seven days after the proposed transaction has occurred. Maximum time period shall be one hundred eighty days from the date the sign permit is issued, unless otherwise extended by the Director upon submittal of proof that the property is still on the market.			

Table 3-18

(q) Real Estate Signs – Residential

All residential real estate signs shall be subject to the following requirements:

 <div style="border: 1px solid black; padding: 5px; display: inline-block; margin-left: 200px;"> Real Estate Signs in Residential zoning districts. </div>			
Number Allowed	Maximum Sign Area	Maximum Sign Height	Requirements
1 per lot or parcel	15 sq. ft. including all riders	6 ft.	-Setback a minimum of 2 ft. from property line. -Shall not be mounted on, or extended into, the public right of way.
Time Periods			
During the period the property is listed for sale, rent or lease, and in any event, shall be removed within seven days after the property is sold, rented or leased, or the offer is terminated; the property shall be deemed sold upon the close of escrow.			

Table 3-19

(r) Directional Open House Signage—Tract Entrance(s)

- (1) For the purposes of this section, “tract” shall refer to any quadrant bound by adjacent arterial streets.
- (2) Off-site directional open house signs are permitted in accordance with California Civil Code Section 713.
- (3) Open house signs must direct traffic to a property that is offered for sale, rent or lease.
- (4) A maximum of two open house directional signs shall be permitted at each tract entrance per house for sale; the tract entrance is limited to one entrance per arterial street.
- (5) Open house signs at tract entrances shall limit messages to “Open House” but can be personalized to include directional arrow, name of agent, real estate company, phone number, etc.
- (6) Maximum sign area—Twenty-four inches by eighteen inches.
- (7) Maximum height—Forty-two inches; except for those flush mounted on tract wall.
- (8) No flags, pennants, or balloons are permitted on the open house directional signs.
- (9) Signs can only be displayed between six a.m. to eight p.m. on the day of open house.
- (10) Signs must be set back a minimum of two feet from the property line, except for those flush mounted or on top of or behind the tract wall, but signs cannot extend into the public right-of-way.
- (11) One additional open house sign may be placed within the tract at each change of direction from the entrance to the most direct route to the open house.
- (12) Signs can only be placed on private property with consent of the property owner; no sign shall be placed on any public property, including, but not limited to, the public right-of-way, parkway strips, sidewalks, medians, tree wells, power poles, wires and appurtenances, etc.

(s) Directional Open House Signage—Arterial Intersections.

- (1) Off-site directional open house signs are permitted in accordance with California Civil Code Section 713.
- (2) The purpose of the directional open house sign is to direct homebuyer to an open house, not to market an individual agent or real estate company.
- (3) Open house signs must direct traffic to a property that is currently offered for sale, rent or lease.

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- (4) A maximum of four off-site open house directional signs shall be permitted per home for sale; a maximum of two signs at any of the four nearest arterial intersections, not to exceed a total of four signs, provided not more than one sign is placed at any single street corner.
- (5) Maximum sign area—Twenty-four inches by nine inches.
- (6) Maximum height—Forty-two inches; except for flush mounted signs on tract walls.
- (7) Signs shall be limited to the following:
 - (A) One red, blue or green directional arrow;
 - (B) Signs may include the name of agent and phone number or email address in a single colored font not to exceed one and one-half inches.
- (8) No flags, pennants, or balloons are permitted on the open house directional signs.
- (9) Signs can only be displayed between six a.m. to eight p.m. on day of the open house.
- (10) Signs must be set back a minimum of two feet from the property line.
- (11) Signs can only be placed on private property with the consent of owner; no sign shall be placed on any public property, including, but not limited to, the public right-of-way, parkway strip, sidewalks, medians, tree wells, power poles, wires and appurtenances, etc. (Ord. 1395 § 1, 2007; Ord. 1308 § 5 (part), 2000)

21.24.090 Sign Permit Procedures

(a) Sign Permit Required

No private party may post, mount, install or display a sign unless a permit therefore has first been issued or the subject sign is expressly exempt from the permit requirement by this chapter. The sign shall conform to the permit.

(b) Sign Permit Fee

A sign permit shall not be issued until the applicant has paid the permit fee set by council resolution.

(c) Sign Permit Application Elements

The sign permit application form may call for the following information:

- (1) Three (3) sets of a fully dimensioned site plan (drawn to scale) indicating all property lines, public and private street lines (including center lines), structures, easements, and the location and size (in square feet) of all existing and proposed signs;

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- (2) Three (3) sets of a fully dimensioned architectural elevation drawing (shown to scale) indicating thereon all sign matter, graphic design elements, materials, and method of illumination, and if required by the Director, a photographic simulation;
- (3) Name, address and telephone number of the applicant and, if applicable, the name, address, APN (Assessor's Parcel Number) and telephone number, as well as the license number, if any, of the sign contractor;
- (4) Address and zoning district of the property where the sign is proposed to be displayed;
- (5) Existing and proposed sign area of each individual sign and the combined area of all signs (including those already existing or previously permitted) in relation to the maximum allowed sign area;
- (6) Written evidence of all owners' consents, such as land owner or lessor;
- (7) A statement as to whether the sign is intended to be used in whole or in part for offsite commercial messages, advertising for hire or general advertising;
- (8) A statement or graphical description as to whether the proposed sign, or any part of it, is proposed to utilize any of the following physical methods of message presentation: sound; odor, smoke, fumes or steam; rotating, moving or animated elements; activation by wind or forced air; neon or other fluorescing gases; fluorescent or day-glow type colors; flashing or strobe lighting; light emitting diodes, liquid crystal displays or other video-like methods; digital display technology; use of live animals or living persons as part of the display; mannequins or statuary;
- (9) Photographs of the existing property, parcel and/or building on which the sign is proposed to be erected or displayed;
- (10) In the case of any proposed sign which is subject to a discretionary process, such as a variance, conditional use permit, or sign program, all information required by such process(es);
- (11) The Director is authorized to modify the list of information to be provided on a sign permit application; however, additions may be made only after thirty (30) days public notice. The Director is also authorized to request, require or accept application materials, in whole or in part, in computer readable format, and to specify the acceptable formats for such submissions.

(d) Time for Review

Once a sign permit application is complete, a decision thereon shall be issued within 10 calendar days; the applicant may waive this timely decision requirement. In the case of incomplete applications, the Director shall give written notice to the applicant, within 10 days of presentation, of all known deficiencies in the application.

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(e) Reviewing Body.

The Director shall review all sign permit applications except sign permit applications for master sign programs, changeable copy signs, and freeway monument signs, which shall be reviewed by the Sign Committee. The Director may forward any other sign permit application to the Sign Committee for review.

(f) Findings.

Review of a sign permit application shall not include judgment of the artistic merit of the graphic design. A proposed sign permit or master sign program may be approved only upon making the following findings:

- (1) That the sign is consistent with this Title, the General Plan and this chapter;
- (2) That the location, design, size, shape, color, illumination, form, proportion, scale, material, surface treatment, and placement of the sign are compatible with the building it identifies and that the sign is compatible with the visual characteristics of the surrounding area so as not to detract from or cause to denigrate the value or quality of adjacent properties;
- (3) That both the location of the proposed sign and the design of its visual elements (lettering, words, figures, colors, decorative motifs, spacing and proportions) are legible under normal viewing conditions at the sign location, and providing sufficient English character identification from the public right-of-way to allow effective public safety responses;
- (4) That the location and design of the proposed sign does not obscure from view or unduly detract from existing or adjacent signs;
- (5) That the location and design of a proposed sign in close proximity to any residential district does not adversely affect the quality or character of the residential area;
- (6) That the location and design of a proposed sign does not create a pedestrian or vehicular hazard;
- (7) That signs covered by a master sign program have uniform sign type (e.g., channel letters or cabinet sign) and uniform location with the building's design.

(g) Maintenance of Status Quo During Review Process

During review of a sign permit application, including all levels of appeal, the status quo shall be maintained pending completion of the internal appeal process; however, this does not apply in the case of an existing sign which by its physical nature presents a significant and immediate threat of damage to persons or property, or to the public safety.

(h) Decision.

A decision on a sign permit application shall be in writing. If a sign permit application is denied, the decision shall state the reasons for denial.

(1) Denial by Director. If the application is denied by the Director, the applicant shall have 20 calendar days to correct the deficiencies and resubmit the application without payment of additional fees. Alternatively, the applicant may appeal the Director's decision in compliance with the provisions of Chapter 21.60 (Appeals) of this Title.

(2) Denial by Sign Committee. If the application is denied by the Sign Committee, the applicant may appeal the denial to the Planning Commission within 20 calendar days of the committee's action in compliance with the provisions of Chapter 21.60 (Appeals) of this title.

(i) Judicial Review

Following exhaustion of all available internal methods of review and appeal, the city's final decision on a sign permit application may be judicially reviewed. To obtain judicial review, an applicant must file an action in the appropriate state or federal within 60 calendar days of the city's final decision on a sign permit application.

(j) Permits Issued in Error

Any permit issued in error may be summarily revoked by the City Manager by informing, in writing, the applicant of the nature of the error in issuance. Any applicant whose permit is revoked as issued in error may, at any time thereafter, submit a new permit application which cures any deficiencies in the original application. The application fee shall apply separately to each new application, but shall be waived when the original issuing error was caused by the city. When a permit is revoked, the permittee must remove the sign within seven calendar days of the revocation.

If the permittee does not do so, then the city may remove the sign and recover from the permittee the reasonable cost of removal, as may be set by resolution of the City Council. Such cost recovery may be a condition to any future or additional permits sought by the same applicant.

21.24.100 Master Sign Program

(a) When Required

A Master Sign Program is required in the following cases.

(1) New nonresidential projects with four or more tenants shall require the approval of a master sign program prior to issuance of a sign permit.

(2) Major rehabilitation work that involves the exterior remodeling of an existing nonresidential project with four or more units shall also require approval of a master sign program prior to issuance of a sign permit.

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For the purposes of this chapter, major rehabilitation means adding more than fifty percent to the total square footage of the building/buildings, or exterior redesign of more than fifty percent of the length of the building's facade within the development.

(b) Elements

Signs covered by a Master Sign Program shall have the following elements:

- (1) Uniform sign type (e.g., channel letters or cabinet sign); and
- (2) Uniform location with the building's design.

(c) Review

Review of a sign permit application for a Master Sign Program shall not include judgment of the artistic merit of the graphic design. A decision on a sign permit application, or a sign program, shall be in writing. A proposed Master Sign Program must be reviewed by the Sign Committee, which may approve the application only upon making the following findings:

- (1) That the sign is consistent with this Title, the General Plan and this chapter;
- (2) That the location, design, size, shape, color, illumination, form, proportion, scale, material, surface treatment, and placement of the sign are compatible with the building it identifies and that the sign is compatible with the visual characteristics of the surrounding area so as not to detract from or cause to denigrate the value or quality of adjacent properties;
- (3) That both the location of the proposed sign and the design of its visual elements (lettering, words, figures, colors, decorative motifs, spacing and proportions) are legible under normal viewing conditions at the sign location, and providing sufficient English character identification from the public right-of-way to allow effective public safety responses;
- (4) That the location and design of the proposed sign does not obscure from view or unduly detract from existing or adjacent signs;
- (5) That the location and design of a proposed sign in close proximity to any residential district does not adversely affect the quality or character of the residential area;
- (6) That the location and design of a proposed sign does not create a safety hazard by obstructing clear view of pedestrian or vehicular traffic. (Ord. 1308 § 5 (part), 2000)

21.24.110 Exemptions from Sign Permits

The signs described in this section are exempt from the sign permit requirement, but are still subject to all other legal requirements including all other applicable requirements of this code and chapter. Unless otherwise stated, the signs described in this section do not reduce the total area of sign display which is otherwise applicable.

(a) Notices

Notices required or allowed by law.

(b) Governmental Signs

(c) Flags

Each real property shall be allowed one flag pole, not to exceed thirty-five feet in height.

(d) Residential Property

Noncommercial signs on residential property.

(e) Real Estate Signs

(f) Window signs

21.24.120 Prohibited Signs

The following sign types are prohibited in all zoning districts, unless specifically authorized or allowed by a more specific provision of this chapter:

- (1) Aerial signs or aerial devices;
- (2) Animated, moving, flashing, blinking, reflecting, revolving or other similar signs, including barber poles not associated with a licensed barber but not including time/temperature devices;
- (3) Banners, bunting, flags, streamers and pennants;
- (4) Bench signs, except at approved bus passenger loading areas;
- (5) Billboards;
- (6) Changeable copy signs, except at land uses characterized by human assembly and periodically changing programs (such as theaters, concert halls, convention facilities, and places of worship);
- (7) Electronic reader board signs, electronic message centers and changeable electronic variable message signs;
- (8) Fence signs;
- (9) Inflated signs, balloons and figures (balloons and blimps);
- (10) Mobile signs;

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- (11) Exposed neon, exposed LED or similar illuminated signs;
- (12) Off-site commercial advertising signs;
- (13) Signs painted on fences, walls, roofs, storage bins or cargo containers; including murals.
- (14) Paper, cloth or similar lightweight, flimsy material signs on the exterior of a building, except those signs located inside a building as part of a window sign that meets all other provisions of this chapter;
- (15) Pennant signs
- (16) Portable signs displaying commercial messages, including A-frame signs
- (17) Commercial mascots;
- (18) Pole Signs;
- (19) Roof signs;
- (20) Projecting signs;
- (21) Signs erected in a manner that a portion of its surface or supports will interfere in any way with the free use of a fire escape, exit or standpipe or obstruct a required ventilator, door, stairway or window above the first story;
- (22) Signs not in compliance with the provisions of this chapter;
- (23) Signs emitting audible sounds, odors or visible matter;
- (24) Signs that conflict with or imitate traffic control devices due to color, wording, design, location or illumination, or that interfere with the safe and efficient flow of vehicular and/or pedestrian traffic;
- (25) Snipe signs;
- (26) Strings of lights or signs outlined with individual light bulbs;
- (28) Vehicles used primarily as advertising devices, *i.e.*, general advertising for hire;

21.24.130 Abandoned Signs

Signs shall be removed by the owner or lessee of the premises upon which the sign is located when the establishment that it advertises is no longer in operation on the premises for a period of ninety calendar days. If the owner or lessee fails to remove the sign, the Director shall give the owner thirty days written notice to remove it. Upon failure to comply with the notice, the Director may have the sign removed at the owner's expense. (Ord. 1308 § 5 (part), 2000)

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21.24.140 Violations

It is unlawful for any person or for any owner, operator, tenant or other person in control of property within the city for which the standards set forth in this chapter apply, to fail to comply with the sign standards set forth in this chapter to fail to have any approval required by this chapter. The city may utilize any method authorized by law to remedy a sign in violation of this chapter.

Fountain Valley – Chapter 21.25

SIGNS ON PUBLIC PROPERTY

- 21.25.010 Capacity
- 21.25.020 Public Forum Designation
- 21.25.030 Definitions
- 21.25.040 General Regulations
- 21.25.050 Permit for Sign on Public Property
- 21.25.060 Exemptions
- 21.25.070 Traditional Public Forum Areas
- 21.25.080 Permanent On-Site Commercial Signs
- 21.25.090 Violations

21.25.010 Capacity

In adopting this chapter, the city council acts in its proprietary capacity as to public property within the city. Private parties may post or display signs on public property only in accordance with this chapter or some other authorization duly adopted by the city council.

21.25.020 Public Forum Designation

The city declares its intent that no public property in the city shall function as a designated public forum for sign display, unless some specific portion of public property is designated herein as a public forum of one particular type; in such case, the declaration as to public forum type shall apply strictly and only to the specified area and the specified time period.

21.25.030 Definitions

For purposes of interpreting and enforcing this chapter, the following words have the special definitions given. For words not defined in this chapter, definitions from chapter 21.24 may be used as interpretive aids. In consultation with the city attorney, the city Manager is authorized and directed to interpret these definitions in light of relevant court decisions.

“**City**” means for purposes of this chapter, the City of Fountain Valley and any of its associate entities including, but not limited to, the Fountain Valley Agency for Community Development.

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“Director” means the city of Fountain Valley Planning Director, or designee of the director.

“Non-commercial message” means a constitutionally protected message that is not commercial in nature. Non-commercial messages on signs typically address topics of public concern or controversy such as, by way of example and not limitation, politics, religion, philosophy, science, art or social commentary. The on-site/off-site distinction does not apply to non-commercial messages.

“Permit” means a written authorization from the city for private party display of a sign on public property.

“Personally attended” means that a live person is physically present within five feet of the sign at all times.

“Public property” means land or other property in which the city is the owner or has the present right of possession and control, as well as areas which are either designated as public rights-of-way or which have long been used as such.

“Sign” means the same as the definition of the word “sign” in Chapter 21.24.

“Sign ordinance” means Chapter 21.24 as that chapter may be amended from time to time.

“Special public events” means events such as public street closures, parades and demonstrations.

“Traditional public forum” means the surfaces of city-owned streets, surfaces of city-owned parks, surfaces of city-owned plazas, surfaces of sidewalks which are connected to the city’s main pedestrian circulation system and the exterior surface of pedestrian areas immediately surrounding city hall.

21.25.040 General Regulations

(a) General Prohibition - Permit Required, Unless Exempt

No private party may post, mount, install or display a sign on public property unless a permit therefore has first been issued or the subject sign is expressly exempt from the permit requirement by this chapter or another applicable policy statement or other authorization approved by the city council.

(b) Abatement

Any private party sign posted, displayed or installed on public property within the city, contrary to this chapter, may be summarily removed as a trespass and a nuisance by the city pursuant to this chapter. Sign owners who have signs removed by the city may be charged for all costs associated with the removal. Removed signs will be held by the city for a period of 30 days and the property/sign owner notified of same. Failure to respond to the notification may result in the sign(s) destruction or disposal by the city.

21.25.050 Permit for Private Party Sign on Public Property

(a) All permits must be consistent with this chapter. Any request for a permit may be denied if it is inconsistent with the provisions of this chapter. The city manager shall prepare and make available to members of the public an application for a permit, which shall, when fully approved, constitute a permit and indicate the city's consent, in its proprietary capacity, for placement of a private party sign on public property.

The applicant for the permit must be the same person or entity who is to be the owner of the sign and who shall be responsible for its removal when required. The processing fee for each application, which shall not be refundable even if the application is denied, shall be the same as the fee for a sign permit under the sign ordinance, as that fee currently exists or may be amended from time to time, or such other fee as may be set by the city council. The application form shall require the applicant to state that he or she shall abide by the city's laws, rules, and policies, as well as any special terms or conditions which may be stated on the permit, and to abide by any new or different conditions which may be imposed on all permittees who are similarly situated.

(b) Permanent on-site Commercial Signs

Permanent signs used only for displaying any combination of non-commercial messages and on-site commercial messages may be installed on city-owned property, subject to:

- (1) Signs allowed by this subsection may be used only for the display of noncommercial messages and onsite commercial messages; the signs may not be used as general advertising for hire. The message substitution policy of the sign ordinance, Ch. 21.24.050(f) shall automatically apply.
- (2) The sign(s) must comply with all applicable state and federal law requirements relating to signage and freeway location.

(c) Permits Issued in Error

Any permit issued in error may be summarily revoked by the city manager by informing, in writing, the applicant of the nature of the error in issuance.

Any applicant whose permit is revoked as issued in error may, at any time thereafter, submit a new permit application which cures any deficiencies in the original application. The application fee shall apply separately to each new application, but shall be waived when the original issuing error was caused by the city. When a permit is revoked, the permittee must remove the sign within seven calendar days of the revocation. If the permittee does not do so, then the city may remove the sign and recover from the permittee the reasonable cost of removal, as may be set by resolution of the city council.

Such cost recovery may be a condition to any future or additional permits sought by the same applicant.

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(c) Right to Permit; Appeal

An applicant whose application fully complies with the terms and conditions of this chapter shall be duly issued a permit. Applications which are denied or permits which are revoked or suspended may be appealed in the same manner as any sign-related decision under the sign ordinance.

21.25.060 Exemptions

The following signs are exempt from the permit requirement:

(a) Government signs.

Traffic control and traffic directional signs erected by the city or another governmental entity; official notices required or authorized by law; signs placed in furtherance of governmental functions; signs on which the city expresses its message(s) to the public.

(b) Legal nonconforming signs.

Permanent signs which were erected in the past on public property in conformance with all then-applicable laws, rules and regulations may remain in that same location so long as they have not been and are not expanded or moved, and are properly repaired and maintained.

21.25.070 Traditional Public Forum Areas

This section applies only when city regulations concerning special public events, parades and demonstrations do not.

(a) In areas qualifying as traditional public forums, private persons may display non-commercial message signs thereon without first obtaining a permit, provided that the signs conform to all of the following:

- (1) The signs must be personally held by a person or personally attended by one or more persons.
- (2) The signs may be displayed only during the time period of 6:00 am to 10:00 pm.
- (3) The maximum aggregate size of all signs held by a single person is 16 square feet.
- (4) The maximum size of any one sign which is personally attended by two or more persons acting in concert is 32 square feet.
- (5) The sign(s) shall have no more than two display faces and may not be inflatable or air-activated, or produce noise, smoke, or fumes.

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- (6) In order to serve the city's interests in traffic flow and safety, persons displaying signs under this section may not stand in any vehicular traffic lane when a roadway is open for use by vehicles, and persons displaying signs on public sidewalks must give at least five feet width clearance for pedestrians to pass by.

21.25.080 Violations

It is unlawful for any person or for any owner, operator, tenant or other person in control of property within the city for which the standards set forth in this chapter apply, to fail to comply with the sign standards set forth in this chapter or to fail to have any approval required by this chapter. The city may utilize any method authorized by law to remedy any violations of this chapter.

SECTION 4:

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

SECTION 5:

The city clerk shall certify to the adoption of this ordinance and cause it to be published as required by law. This ordinance shall become effective thirty (30) days after the date of its adoption.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2011.

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM

City Attorney



**CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST**

To: Honorable Mayor and
Members of the City Council

Agenda Date: October 4, 2011

SUBJECT: Authorization to Award a Contract to Southwest Offset Printing for the
Printing of The Fountain Pen Brochure.

EXECUTIVE SUMMARY:

The City entered into an agreement with Rodgers and Macdonald for the printing of the Fountain Pen class brochure in April, 2008. The agreement expired March of this year prompting staff to solicit bids for the printing of the brochure. Bid packets were sent to twenty-eight interested bidders requesting bids and proposals. The solicitation staff has identified one qualified bidder, Southwest Offset Printing (SOP). Staff is requesting Council approval to award a contract to SOP, the only qualified and responsive bidder for the printing of the Fountain Pen class brochure in the amount of \$22,000 annually for three (3) years with the option of two (2) one (1) year extensions.

DISCUSSION:

When the agreement with Rodgers and Macdonald expired, staff began preparing a Request for Proposal (RFP) to retain a qualified printer for the printing of the Fountain Pen brochure. The RFP was sent to twenty-eight bidders from the Fountain Valley Vendor database. A mandatory pre-proposal meeting was held on August 4th 2011; only one *unqualified* bidder attended this meeting. Staff held a second pre-bid meeting which was attended by three bidders. Of the three only one, SOP submitted a bid for the printing of the brochure.

FINANCIAL ANALYSIS:

The \$22,000 annual cost of publishing the Fountain Pen newsletter is covered under the 2011-2012 fiscal year budget.

ATTORNEY REVIEW:

The City Attorney has reviewed the attached contract.

PUBLIC NOTIFICATION:

None required for this item.

ALTERNATIVES:

Alternative No. 1: City Council accepts the bid and awards a contract to Southwest Offset Printing in the amount of \$22,000 dollars annually for the printing of the Fountain Pen class brochure.

Alternative No. 2 City Council rejects the bid from Southwest Offset Printing and instructs staff to review other alternatives for the printing of the Fountain Pen class brochure.

RECOMMENDATION:

Staff recommends Council award a contract to SOP, the only qualified and responsive bidder for the printing of the Fountain Pen class brochure in the amount of \$22,000 annually for three (3) years with the option of two (2) one (1) year extensions.

Prepared By:	Cathy Wagner, Purchasing Manager
Fiscal Review by:	Sherri Holman, Finance Director/ Treasurer
Approved By:	Raymond H. Kromer, City Manager

Attachment 1: (Contract)

**AGREEMENT FOR VENDOR SERVICES
CONTRACT # 11-53**

THIS AGREEMENT is made and effective as of October 4, 2011, between the City of Fountain Valley, a municipal corporation ("City") and Southwest Offset Printing, a corporation, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

A. The term of this Contract/Agreement shall commence as of November 1st, 2011 and continue through October 31, 2014.

B. The City, at its option and with Vendor concurrence, may renew this Contract/Agreement for two (2) additional one (1) year periods on the same terms and conditions as provided herein.

C. If an increase in compensation for service in succeeding option periods is requested, the Vendor must provide detailed supporting documentation to justify the requested rate increase. The requested increase will be evaluated by the City and the City reserves the right to negotiate, accept or reject the Vendor's requested compensation increase.

Requests for price changes must be made by the Vendor in writing sixty (60) days before the end of the then-current agreement period and is subject to negotiation or rejection by the City. Compensation increases shall only be considered at the expiration of each two year contract period.

2. SERVICES

Vendor shall perform the tasks described and set forth in Exhibit "A", attached hereto and incorporated herein as though set forth in full. Vendor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit "A".

3. PERFORMANCE

Vendor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent perform all tasks described herein. Vendor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Vendor hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City's Community Services Manager or designee shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Vendor, but not including the authority to enlarge the tasks to be performed or change the compensation due to Vendor. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Vendor's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Vendor at the completion and mailing of each quarterly brochure in accordance with the payment rate and work completed as set forth in Exhibit "B" "Proposal Sheet", attached hereto and incorporated herein. For each year during the original contract term Vendor shall be entitled to a sum not to exceed of **Twenty Two Thousand 00/100 dollars (\$ 22,000.00)** per year which shall be earned and paid on a pro-rata quarterly basis.

(b) Vendor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Vendor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Vendor at the time City's written authorization is given to Vendor for the performance of said services. The City Manager may approve additional work not to exceed fifteen-thousand dollars (\$15,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Vendor will submit invoices for actual services performed. Invoices shall be submitted upon the completion and mailing of the brochure or as soon thereafter as practical. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Vendor's fees it shall give written notice to Vendor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Vendor at least thirty (30) days prior written notice. Upon receipt of said notice, the vendor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Vendor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Vendor will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF VENDOR

(a) The Vendor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Vendor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Vendor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Vendor. If such failure by the Vendor to make progress in the performance of work hereunder arises out of causes beyond the Vendor's control, and without fault or negligence of the Vendor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Vendor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Vendor a written notice of the default. The Vendor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Vendor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Vendor shall maintain complete and accurate records with respect and other such information required by City that relate to the performance of services under this Agreement. Vendor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Vendor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion, termination or suspension of this Agreement all records, files, electronic data, proofs, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Vendor. With respect to computer files, Vendor shall make available to the City, at the Vendor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Vendor's Services, to the fullest extent permitted bylaw, Vendor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Vendor, its officers, agents, employees or subvendors (or any entity or individual that Vendor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Vendor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, loses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Vendor or by any individual or entity for which Vendor is legally liable, including but not limited to officers, agents, employees or sub vendors of Vendor.

(c) General Indemnification Provisions. Vendor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub vendor or any other person or entity involved by, for, with or on behalf of Vendor in the performance of this Agreement. In the event Vendor fails to obtain such indemnity obligations from others as required here, Vendor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Vendor and shall survive the termination of this Agreement or this section.

10. INSURANCE

Vendor shall have general commercial liability business insurance which shall provide coverage for slander, liable and other forms of defamation.

11. INDEPENDENT VENDOR

(a) Vendor is and shall at all times remain as to the City a wholly independent Vendor. The personnel performing the services under this Agreement on behalf of Vendor shall at all times be under Vendor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees, or agents, except as set forth in this

Agreement. Vendor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Vendor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Vendor in connection with the performance of this Agreement. Except for the fees paid to Vendor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Vendor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Vendor for injury or sickness arising out of performing services hereunder. In addition to the indemnification provisions of Section 9, Vendor shall indemnify, defend, and hold City harmless from claims or liability arising from Vendor's employees for City benefits including, but not limited to, pension, health benefits, holiday, vacations, etc.

12. LEGAL RESPONSIBILITIES

The Vendor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Vendor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Vendor to comply with this Section.

13. UNDUE INFLUENCE

Vendor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Fountain Valley in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City of Fountain Valley will receive compensation, directly or indirectly, from Vendor, or from any officer, employee or agent of Vendor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceed thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION / CONFLICTS OF INTEREST

(a) All information gained by Vendor in performance of this Agreement shall consider confidential and shall not be released by Vendor without City's prior written authorization. Vendor, its officers, employees, agents or sub vendors, shall not without written authorization from the City Manager or unless requested by the city Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Vendor gives City notice of such court order or subpoena.

(b) Vendor shall promptly notify City should Vendor, its officers, employees, agents or sub vendors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Vendor and/or be present at any deposition, hearing, or similar proceeding. Vendor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Vendor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Fountain Valley
 10200 Slater Avenue
 Fountain Valley, California 92708
 Attention: City Clerk

To Vendor: Southwest Offset Printing
 13650 Gramercy Place
 Gardena, CA. 90249
 310-965-6927

17. ASSIGNMENT

The Vendor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only **Southwest Offset Printing** shall perform the services described in this Agreement.

18. LICENSES

At all times during the term of this Agreement, Vendor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

The City and Vendor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior or federal district court with jurisdiction over the City of Fountain valley.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/ TIME OF COMPLETION

City and Vendor agree that time is of the essence in this Agreement. City and Vendor further agree that Vendor's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Vendor agree that any failure to perform by Vendor at or within the times set forth herein shall result in liquidated damages of **Five Hundred 00/100** dollars (**\$ 500.00**) per day for each and every day such performance is late. City and Vendor agree that such sum is reasonable and fair.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY

VENDOR

City Manager (or Mayor)

Signature

ATTEST:

Southwest Offset Printing

Typed Name

City Clerk

Title

APPROVED AS TO FORM:

City Attorney