

CITY OF SACRAMENTO CALIFORNIA

OFFICE OF THE CITY MANAGER

February 2, 1982

CITY HALL 915 I STREET - 95814 (916) 449-5704

City Council Sacramento, California

Honorable Members in Session:

SUBJECT: Resolution Authorizing Revocable Encroachment Permit For California

Population Sign

SUMMARY

This report recommends City Council approval of a revocable permit to install a clock sign on the 10th and L Garage (Lot H).

BACKGROUND

Zero Population Growth California, Inc. (ZPG) proposes to install a population clock on the 11th Street side of the 10th and L parking garage (Lot H). The clock will display, by illuminated digits, the population of the State of California adding one new person every 75 seconds.

The design of the clock is similar to the one now operating in Washington, D.C. on world population and conforms with standards for the 10th and L garage.

The clock will measure approximately 96 inches wide, 30 inches high and 12 inches deep. It will display 12 inch digits, which are reflective low current units which are readily visible in both bright sun and when artifically illuminated. It will be mounted in an aluminum frame painted matte black. The front surface is covered with a clear plexiglass sheet to protect the letters and numbers. Flourescent lighting is built into the case and automatically turns on and off by a remote control unit.

The location of the sign will have no effect on parking operations or traffic.

FINANCIAL DATA

ZPG, Inc. agrees to pay City an annual rental of \$600.00 based on fair market value as determined by the City's Real Estate Supervisor. ZPG, Inc. will also pay all costs associated with installation, maintenance and electrical power required for the sign.

RECOMMENDATION

It is recommended that the City Council, by resolution, approve the issuance of a revocable permit to install the California Population Sign and incorporate all general provisions contained herein.

Respectfully submitted,

SOLON WISHAM, JR.

Assistant City Manager

Recommendation Approved:

WALTER J. SLIPE City Manager

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING REVOCABLE ENCROACHMENT PERMIT FOR ZERO POPULATION GROWTH CALIFORNIA, INC., TO INSTALL AND MAINTAIN A SIGN ON 10th AND L PARKING GARAGE (LOT H)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO AS FOLLOWS:

That Zero Population Growth California, Inc., is granted a revocable encroachment permit to maintain a sign at Lot H as described and as located according to AD ART drawing 28-20517 as revised January 21, 1982 and January 28, 1982 subject to the following conditions:

- (1) Resolution 77-611 (Resolution Approving General Provisions for Revocable Encroachment Permits) as modified and attached hereto marked Exhibit A is incorporated herein by reference;
- (2) Permittee shall pay to Grantor in advance, on or before January 3 of each year, the sum of \$600.00 per annum prorated for the first year from the date of this resolution;
- (3) In the event any possessory interest tax is due, permittee shall pay such tax as and when due which shall be in addition to all other sums due;
- (4) All costs of any utilities necessary to operate the sign shall be paid by Permittee and shall be in addition to all other sums which may be due; and,
- (5) All electrical design and proposed installation shall be approved by the City Engineer prior to commencing electrical installation.

	MAYOR	
ATTEST:		
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Adopted by The Sacramento City Council on date of

October 4, 1977

RESOLUTION APPROVING GENERAL PROVISIONS FOR REVOCABLE ENCROACHMENT PERMITS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That except as otherwise provided in the special provisions thereof, all revocable encroachment permits hereafter issued by the City Council pursuant to Article IV of Chapter 12 of the Sacramento City Code shall be subject to the following General Provisions:

GENERAL PROVISIONS - REVOCABLE ENCROACHMENT PERMIT

1. Authority and Definitions. This permit is issued under Article IV of Chapter 12 of the Sacramento City Code. The term "city property" means any real property in which the City has a possessory interest except a street. The term "street" as used herein includes all or any part and the entire width or right-of-way of a city street or alley whether or not such entire area is actually used for street or alley purposes. The term "street" also includes any utility easement or right-of-way held or owned by the City. The term "encroachment" as used herein includes any tower, pole, poleline, pipe, pipeline, fence, billboard, stand or building, tree, shrub, plant, crop or vegetation, or landscaping material or any structure or object of any kind or character not particularly mentioned herein which is placed in, under or over any portion of the street or city property.

. The term "grantor" shall mean the City of Sacramento, its successors and assigns. The term "permittee" shall include the person to whom this permit is issued and his successors and assigns and the provisions of this permit shall be binding upon said successors and assigns.

The term "work" shall mean the construction, placement, installation or planting of an encroachment on city property or within any street.

- 2. <u>Revocable.</u> The permit is granted solely for the purpose specified in the permit, and any other use without the prior written consent of the City Engineer shall cause the permit to be revoked. Except as otherwise provided for public agencies, this permit may be revoked with or without cause at any time by the City Engineer giving five (5) days written notice to permittee. The notice shall be mailed to the permittee at the address given herein and no other form of giving or serving notice shall be required to effectuate a revocation of this permit. Permittee agrees that grantor shall not be liable for any damages or consequential loss whatsoever which may result from revoking the permit.
- 3. Acceptance of Provisions. This permit shall not be effective until the provisions of this permit are accepted in writing by the permittee; provided, however, accomplishing any work under this permit without written acceptance of its provisions shall constitute an acceptance of its provisions.
- 4. No Precedent Established. This permit is granted with the understanding that this action is not to be construed to establish any precedent on the question of preference or expediency of permitting any certain kind of encroachment to be constructed or located within the right-of-way of any city street or on any city property.
- 5. Notice Prior to Starting. Before starting work, the permittee shall notify the City Engineer or his designated representative of the date work is to commence. Such notice shall be given at least three (3) working days in advance of the date work is to begin. Unless otherwise specified, all work shall be performed un weekdays and during normal working hours of the granton's inspector. Only between the hours of 6:30 A.M. and 11:00 A.M. on Weekdays, or during any hours on Saturdays and Sundays.

 6. Permits for Other Agencies. Permittee shall, whenever the same is required by law, secure any required written order or consent to any work hereunder from the Public Utilities Commission of the State of California, Caltrans and other address and until such
- or any other public agency having jurisdiction, and this permit shall be suspended in operation unless and until such

If the work involves trenching to a depth in excess of sixty (60) inches, the permittee shall secure a trenching permit from the Division of Industrial Safety (2422 Arden Way, Telephone 445-5818) prior to commencing any excavation. A copy of the trenching permit shall be available at the construction site. Permittee shall comply with all terms and conditions of the trenching permit and the laws, rules and regulations applicable thereto.

- 7. <u>Permit Presentation</u>. The permits for encroachments on streets are required to be at the site of the work and must be shown to any representative of the grantor or any law enforcement officer on demand. The permit for encroachments on city property may be kept elsewhere than at the site, but the permit must be shown to any representative of the grantor or any law enforcement officer on demand.
- 8. Protection of Traffic and Utilities. Permittee shall determine the location of and protect and support all utilities in the public rights-of-way and shall bear the entire cost of any damage to utilities or any relocation or reconstruction made necessary by the work. Adequate provision shall be made for the protection of the traveling public. If the nature of the work is such that any barricades, lights or flagmen are necessary, permittee shall furnish the same at his sole cost and expense before starting work.
- 9. Minimum Interference with Traffic. All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public and persons using Lot H.
- No material shall be stored within the traveled right-of-way. No supplies or equipment shall be stored on other portions of the right-of-way until permittee is ready to start work.
- ll. <u>Clean Up Right-of-Way and City Property</u>. Upon completion of the work, all construction materials and supplies, spilled concrete or oils, weedy plant growth, scraps, refuse and garbage shall be entirely removed and the right-of-way and city property left in as presentable condition as before work started.
 - 12. Standards of Construction. All work shall conform to recognized standards of construction.
- Supervision of Grantor. All the work shall be done subject to the supervision of, and to the satisfaction of, the City Engineer or his duly authorized representatives. Work undertaken by the permittee shall not deviate from that shown on the plan or plans submitted by permittee in connection with the filing of the application for this permit without the prior written consent of the City Engineer. The City Engineer or his representative may order the permittee to immediately cease any work if it appears that said work is being done in violation of the terms of this permit. Thereafter, work shall not be undertaken until said violation is corrected to the satisfaction of the City Engineer or his duly authorized representative.
- 14. Future Moving of Installation. Whenever construction, reconstruction or maintenance work on the street or city property may require upon request of the grantor, the installation provided for herein shall be removed or revised at the sole expense of the permittee within five (5) days of such notice.

- 15. Expense of Inspection. On work which requires the presence of an employee of the grantor as inspector, the salary, traveling expense and other incidental expense of such inspection shall be paid by the permittee upon presentation of a bill therefor.
- 16. <u>Maintenance</u>. The permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by permittee in the street or city property and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the street or city property which occurs as a result of the maintenance of the encroachment in the street or city property or as a result of the work done under this permit, including any and all injury to the street or city property which would not have occurred had such not been done or such encroachment not placed therein. Encroachments on city property shall be maintained so that they have a presentable appearance.

In the event this permit is granted in whole or in part for the purpose of allowing plants to be installed and maintained by permittee, permittee shall maintain such plants in presentable and healthy condition, including but not limited to, proper watering, fertilizing, pruning and replacement where necessary and permittee shall maintain all planter beds, areas and containers in which such plants are installed and maintained free from weeds, rubbish, and garbage. If any planter is to be maintained pursuant to this permit, it shall be equipped with a suitable irrigation system. The grantor may revoke the permit for failure to maintain the encroachment.

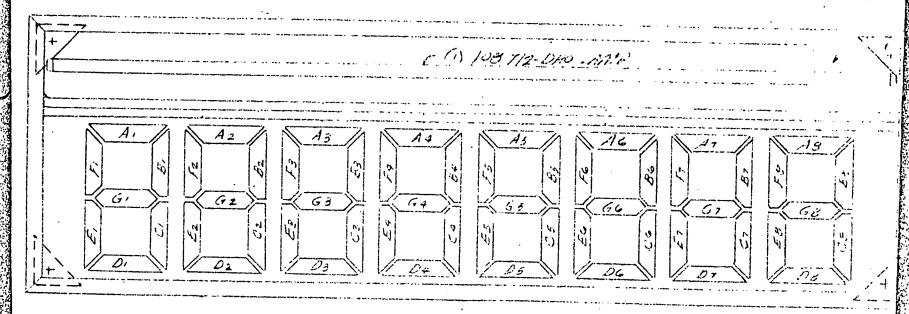
- 17. <u>Submit Location Plan.</u> Immediately upon completion of any underground or surface work, the permittee shall furnish to the City Engineer plans showing location and details of such work.
- 18. Liability for Damage. The permittee is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the permittee's part to perform his obligations under the permit in respect to maintenance. In addition, permittee is responsible for all liability of the grantor, its officers and employees which may arise out of, or be connected with, the duties to be performed by the grantor, its officers and employees in connection with the approval of the design of said work, the inspection of said work, or the supervision of said work, or the existence of the encroachment, pursuant to the terms of this permit. In the event any claim of liability heretofore mentioned is made against the grantor, or any department, officer, or employee thereof, permittee shall defend, indemnify and hold them and each of them harmless from such claim, and any loss, cost, expense or liability arising therefrom including, but not limited to, attorneys' fees.
- 19. Repairs. Permittee shall repair any existing improvements damaged in the course of the work, or by the existence of the encroachment, or any maintenance done in conjunction therewith. In the event permittee shall not accomplish repair as required pursuant to this permit, grantor shall have the right, but not the obligation, in addition to all other rights grantor has at law and in equity, to cause repairs to be made on behalf of permittee. In the event grantor shall so elect, permittee shall pay to grantor on demand the cost of any such repairs, including but not limited to, grantor's administrative expenses. The right of grantor to make repairs pursuant to this paragraph may be exercised without notice, and no prior notice from grantor to permittee concerning repairs shall be construed to require grantor to give any additional notice to permittee prior to accomplishing repairs according to this paragraph, nor shall the absence of any such notice or additional notice in any manner decrease or affect permittee's obligation to pay the costs of such repairs. Grantor shall in no event be liable for any loss suffered by permittee as a result of making repairs according to this paragraph.
- 20. Care of Drainage. If the work herein contemplated shall interfere with the established drainage, ample provision shall be made by the permittee to provide for it as may be directed by the grantor.
- 21. <u>Liability Insurance</u>. Permittee shall take out, pay for and maintain during the period in which this permit is in effect, a policy of public liability and property damage insurance protecting himself, his agents and employees against the liability or injury or death sustained or suffered by the public or damage to the property of the public by reason of the work carried on under this permit or the encroachment maintained hereunder. Public liability insurance shall be for the limits of at least \$300,000 for the injuries to one and \$500,000 for injury to more than one person and property damage limits shall be for the sum of \$100,000. The insurance shall be placed with a company satisfactory to the Director of Finance and three (3) copies of Certificates of Insurance shall be furnished to the Director of Finance prior to the date that work under this permit is commenced. Said policy or policies of insurance shall name the grantor, its officers and employees as additional named insureds and shall contain an endorsement precluding cancellation or reduction in coverage without giving the Director of Finance at least ten (10) days notice prior thereto.
- 22. Surety Bond. If required on the face hereof, this permit shall not be effective for any purpose unless and until the permittee files with the Director of Finance of grantor a corporate surety bond in the amount specified on the face hereof, said bond to fully assure the performance by permittee of all obligations imposed upon permittee under the provisions of this permit.
- 23. Permittee's Obligations to Remove Encroachments. In the event this permit is revoked at any time, within five days thereafter, permittee shall commence work to remove any improvement established pursuant to this permit and to restore the affected city property and any street to the condition it was in prior to the commencement of the encroachment, and permittee shall deligently prosecute such work to completion. In the event permittee does not commence such work within five days or if, at any time after commencement of such work, the City Engineer determines that permittee is not diligently pursuing such work, grantor may do, or cause to be done, such work, and permittee shall pay the cost of same, including, but not limited to grantor's administrative costs, upon demand. Grantor shall in no event be liable to permittee for any loss suffered by permittee, directly or indirectly, as a result of grantor accomplishing any work pursuant to this paragraph.

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CALIFORNIA POPULATION

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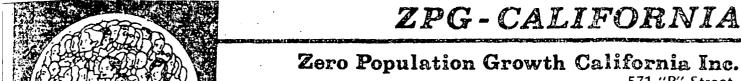


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Zero Population Growth California Inc.

571 "P" Street Sacramento, CA 95814 (916) 446-1033

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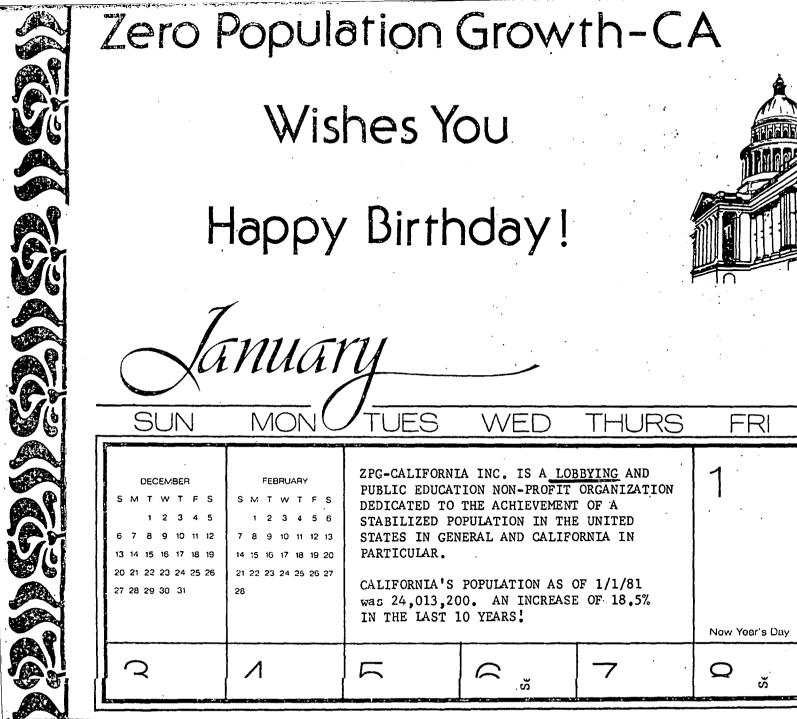
HAPPY NEW YEAR AND HAPPY BIRTHDAY!

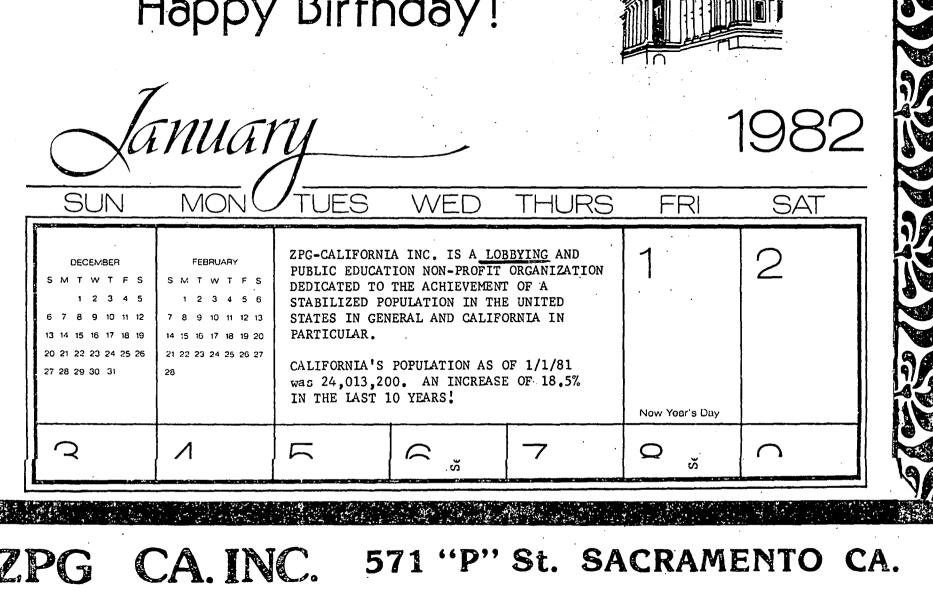
CT BEHALF OF THE BOARD OF DIRECTORS OF ZERO POPULATION GROWTH, CALIFORNIA PLEASE ACCEPT THIS CALENDAR WHICH WE DESIGNED ESPECIALLY FOR YOU. HOPE YOU ENJOY KNOWING THE BIRTHDAYS OF YOUR FRIENDS IN ELECTED OFFICE.

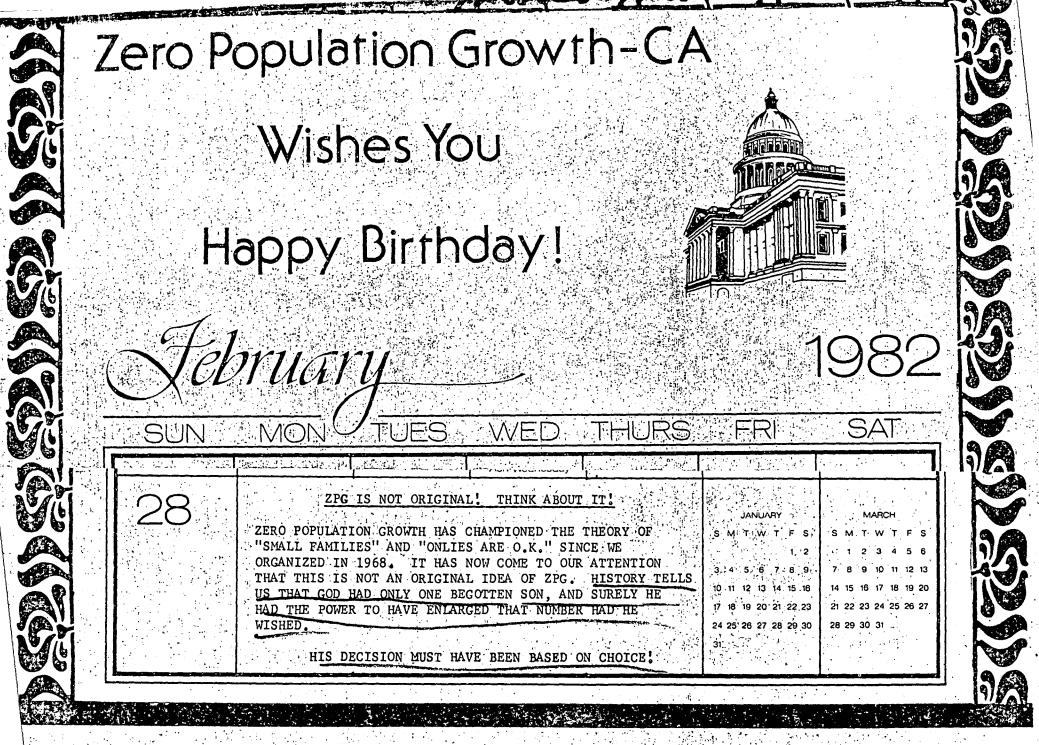
HAVE A GOOD AND PRODUCTIVE 1982!

Helen Graham State Coordinator/Lobbyist ZPG CA INC.

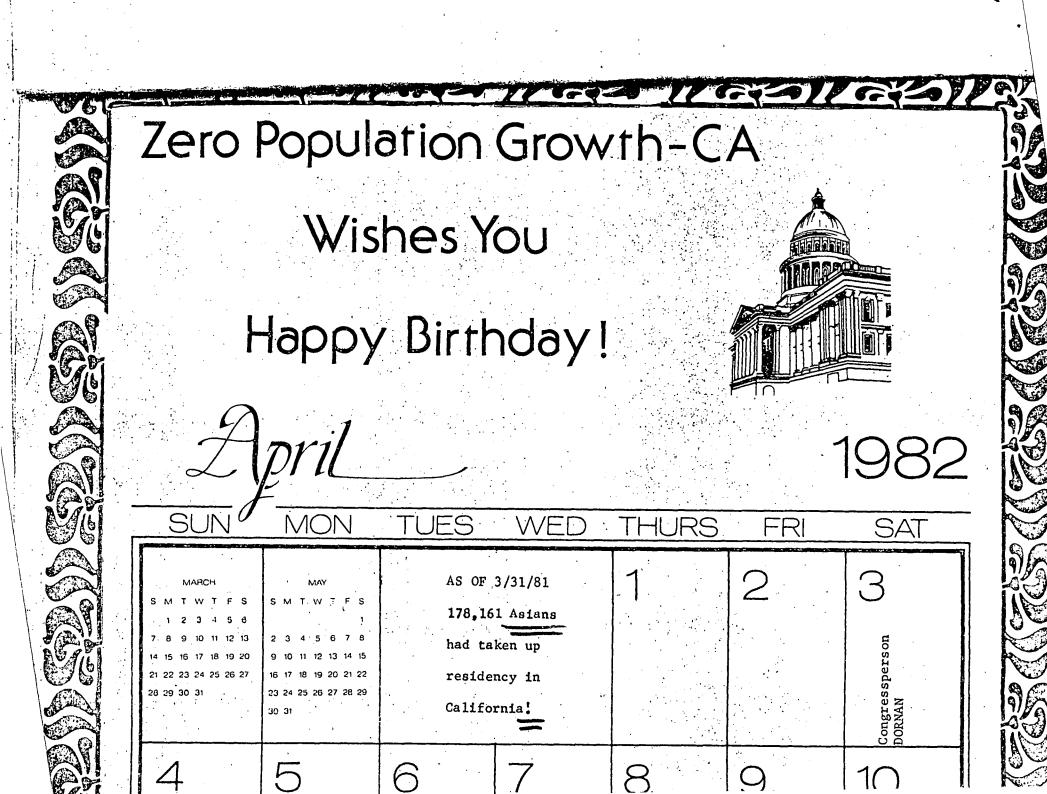
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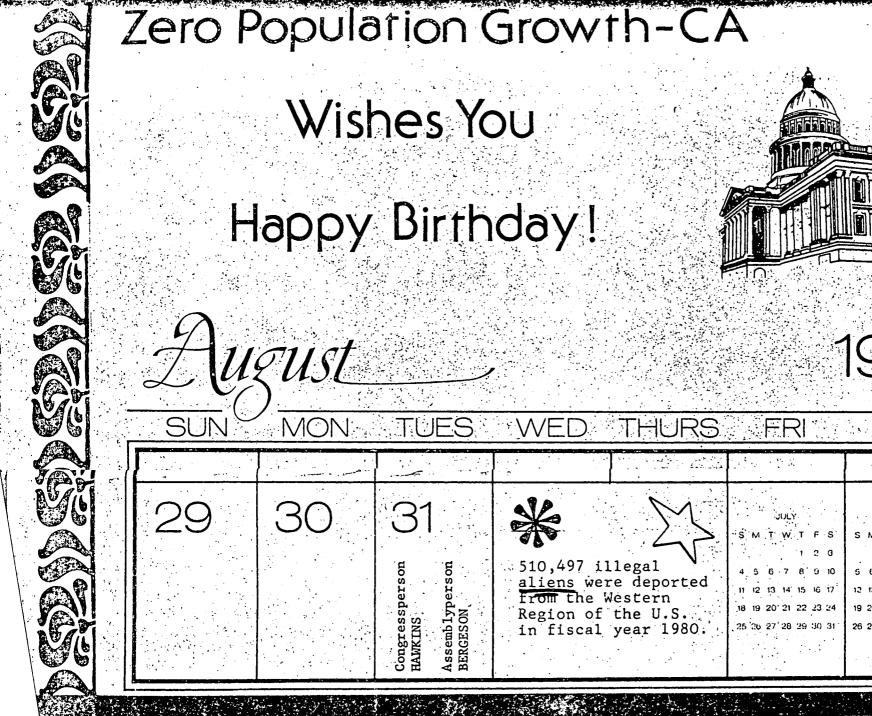






ZPG CA. INC. 571 "P" St. SACRAMENTO CA.





ZPG CA. INC. 571 "P" St. SACRAMENTO CA.

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PRO-LIFE MINORITIES OF CALIFORNIA CONFEDERACION PRO-DERECHO A LA VIDA P. O. Box 761 Davis, California 95616 (916) 756-8288

State Practices Eugenics

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means money!

Por Nuestra Dignidad y Honor Alzamos Nuestra Voz

PRENSA JULIULIE

Vol. VI No. 2

La Prensa San Diego 1950 Fifth



San Diego, CA 92101 (714) 231-2874

January 15, 1982

Local Photographer Captures Exploitation of Undocumented Workers

Hispanos & Blacks Account For 60% Of Abortions

by daniel I. munoz

San Diego, Calif...Medi-Cal patients are being aborted at a substantially higher frequency than the general population. Roughly 100,000 Medi-Cal abortions, 10 times more than in the general population of the State of California, were performed in 1979 and again in 1980. The cost to the California taxpayer for 79/80 abortions: over 80 000 000.

According to Doctor Paul Corrao, member of the Los Angeles County Society of Patheologists and associate member of the California Medical Pro-life Society, "the majority of those abortions under Medi-Cal are being performed on Hispanics and Blacks. Over 60% of Medi-Cal abortions are being performed on poor Hispanics and Blacks", Dr. Corrao informed La Prensa San Diego.

"Medi-Cal abortions have been zealously and relentlessly promted by members of the medical profession and other groups, whose motives are suspect, because of economic self interest, social eugenics and racism"., he said. "It costs far more for a Medi-Cal abortion than

for a comparable procedure in the private sector. Contrary to popular myth, the potential profit margin is far more for an abortion under Medi-Cal than if such a pregnancy were allowed to go to term".

These allegations were made recently by Paul Corrao M.D., a pathologist and former Health Department Employee, Corrao was forced out of his position in 1979 for charging the department with denying the civil rights of minority patients by using Medi-Cal funds in a genocidal program of extermination against Hispanics and Blacks and with other racist practices.

Corrao was a medical auditor in the, Survillance & Utilization Review branch of Medi-Cal. He had been involved in an intensive effort to reform the state abortion program. His position involved auditing records of the Medi-Cal program and its sponsored services including those related to billing and payment of abortions. Among his findings were that Medi-Cal patients were being aborted at a substantially higher frequency than in the general population!

"Since the Medi-Cal population is

10% of the total population of the state and 60% of the abortions were performed on Hispanics and Blacks, it can be seen that a disporportionet number of abortions were being performed on minorities," Corrao pointed out.

In 1978, Corrao and his colleagues in the Survillance and Utilization Review Branch (SVR) produced an 86 page report on the over-utilization of Medi-Cal funds for minority abortions and suggested that this problem could be addressed to by reducing the Medi-Cal abortion payments to levels comparable to the private sector and there by reducing the high profit motive. Corrao now maintains that this was a principle reason behind his forced removal from his position. "The state did not want to reduce Medi-Cal abortion funding. It became evident that the State felt it was cheaper to pay for Medi-Cal abortions than bring a pregancy to term. From a practioner's point of view there was more profit to make performing a three minute procedure than a full term pregancy! We were also confronted with the vested interests which had arisen with the easy availa-

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State Practices Eugenics

bility of abortion-funding through Medi-Cal. Such groups like Planned Parenthood, Feminst Women Health Centers and other abortion profiteers were immediately threatened by our proposals and findings. They, in conjuction with vested financial interests of certain segments of the medical profession effectively brought enough pressure to bare to finally force my removal from SVR in 1979."

Though Doctor Corraos position was supported by; the majority; of the staff, who also pointed to the abuses in Medi-Cal theapeutic abortion program. Twice his claim for reinstatement and all other existing relief has been rejected by Administrative Law, Proceedings.

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January 15, 1982 La Prensa San Diego Page 3

"The Adminstrative Law process, in my estimation, essentially the "place guard". The protection of the status-quo and powerful vested interest was evident throughout the hearings", indicated Carrao.

"I have exhausted the administrative law process. My last hearing was Dec. 3, 1980. My final appeal was denied on Oct. 9th, 1981. However, it is not over yet. My associates and I will take the entire matter into Federal Court on the basis of a Civil Rights voilations. Not only have my own civil rights but also those of the Medi-Cal beneficiaries and the taxpayers of the State of California have been denied." "What pains me the most is that since 1977 when I started thees revelations at least half a million

Medi-Cal abortions have occured...500,000 Chicanos and Blacks have been destroyed with the concurrence and support of our state government. These activities have been going on under both Governor Reagon and Brown without let up" concluded Corrao.