



APPROVED
BY THE CITY COUNCIL

SEP 22 1998

OFFICE OF THE
CITY CLERK

1.16
AG 98-162

CITY OF SACRAMENTO
CALIFORNIA

DEPARTMENT OF
PUBLIC WORKS

TECHNICAL SERVICES DIVISION

DEVELOPMENT SERVICES &
SPECIAL DISTRICTS
1231 I STREET
ROOM 300
SACRAMENTO, CA
95814-2988

916-264-7474
FAX 916-264-7480

September 18, 1998

City Council
Sacramento, California

Honorable Members In Session:

SUBJECT: APPROVAL OF PARCEL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
ENTITLED "PARCEL MAP ENTITLED BLT" -(P-97134)

LOCATION/COUNCIL DISTRICT:

Northwest corner of Fruitridge Road and Florin-Perkins Road.
Council District 6.

RECOMMENDATION:

This report recommends that the City Council approve the attached resolution for the Parcel Map and Subdivision Improvement Agreement for Parcel Map entitled BLT.

CONTACT PERSON: Jon Blank, Associate Civil Engineer, 264-7493

FOR COUNCIL MEETING OF: September 22, 1998

SUMMARY:

On April 9, 1998, the City Planning Commission approved a Tentative Parcel Map by adopting a Notice of Decision. All conditions of the tentative map have been met by the subdivider, The Sylva Family Limited Partnership II and Sylva Family Properties, a California General Partnership. The subdivider wishes to file the Parcel Map prior to completing the required subdivision improvements. The deferral of these improvements requires the subdivider to enter into a subdivision improvement agreement with the City wherein the subdivider will complete the improvements at a later date. The Parcel Map and the Subdivision Improvement Agreement requires approval by the City Council.

City Council
Parcel Map (P-97134)
September 18, 1998

COMMITTEE/COMMISSION ACTION:

None.

BACKGROUND:

On April 9, 1998, the City Planning Commission approved a Tentative Parcel Map by adopting a Notice of Decision.

Pursuant to Sacramento City Code, Chapter 40.08.813, and Government Code Section 66458, the City Council may, by resolution, approve parcel maps. The map presented conforms to all the requirements of the Government Code and Chapter 40 of the City Code, applicable at the time of conditional approval of the Tentative Map.

The Parcel Map is consistent with the City General Plan. All conditions in the staff subdivision report have been met, the deferred improvement work has been secured through a subdivision improvement agreement, and the Parcel Map is presented for approval.

FINANCIAL CONSIDERATIONS:

All subdivision costs are being paid by the subdivider, The Sylva Family Limited Partnership II and Sylva Family Properties, a California General Partnership.

ENVIRONMENTAL CONSIDERATIONS:

On November 21, 1996, the City Planning Commission adopted a Notice of Decision ratifying the Negative Declaration and approving the mitigation monitoring plan for this project.

POLICY CONSIDERATIONS:

Pursuant to Sacramento City Code, Chapter 40.08.813, and Government Code Section 66458, the City Council may, by resolution, approve parcel maps. The map presented conforms to all the requirements of the Government Code and Chapter 40 of the City Code, applicable at the time of conditional approval of the Tentative Map.

City Council
Parcel Map (P-97134)
September 18, 1998

MBE/WBE:

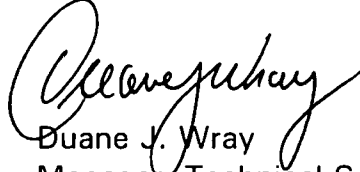
None, since no goods or services are being procured with this action.

Respectfully submitted,



Gary Alm, Manager
Development Services & Special Districts

Approved:



Duane J. Wray
Manager, Technical Services Division

RECOMMENDATION APPROVED:


 WILLIAM H. EDGAR
City Manager

APPROVED:


 Michael Kashiwagi
Director of Public Works

JL:jd
S:\TECHSVC\Project Delivery\DevSvs\jlovato\p97134-CC.wpd

Attachment

APPROVED
BY THE CITY COUNCIL

RESOLUTION NO. 98-485

SEP 22 1998

ADOPTED BY THE SACRAMENTO CITY COUNCIL **OFFICE OF THE CITY CLERK**

ON DATE OF _____

**APPROVING PARCEL MAP ENTITLED "PARCEL MAP ENTITLED BLT" AND
SUBDIVISION IMPROVEMENT AGREEMENT (P-97134)**

**WHEREAS, THE COUNCIL OF THE CITY OF SACRAMENTO FINDS AND DETERMINES AS
FOLLOWS:**

- A. The Parcel Map entitled "Parcel Map Entitled BLT", located at northwest corner of Fruitridge Road and Florin-Perkins Road, with provisions for its design and improvement, is consistent with the City General Plan.
- B. The Parcel Map is in substantial compliance with the previously approved tentative parcel map.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO
AS FOLLOWS:**

- 1. The Parcel Map for this project is hereby approved subject to the execution by all parties of the Subdivision Improvement Agreement for that subdivision.
- 2. All offers of dedication shown on said map are hereby accepted subject to the improvement thereof required by the Subdivision Improvement Agreement.
- 3. The City Manager and City Clerk are authorized and directed to execute on behalf of the City of Sacramento that certain Subdivision Improvement Agreement between the City and The Sylva Family Limited Partnership II and Sylva Family Properties, a California General Partnership to provide for the subdivision improvements required by the Subdivision Map Act and Chapter 40 (Subdivision Regulations) of the Sacramento City Code.

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

4. The City Clerk is authorized and directed to record the above-mentioned agreement in the official records of Sacramento County.

MAYOR

ATTEST:

CITY CLERK

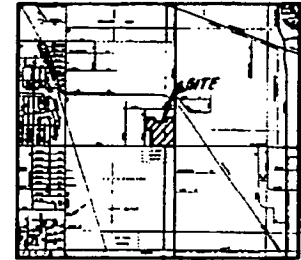
FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

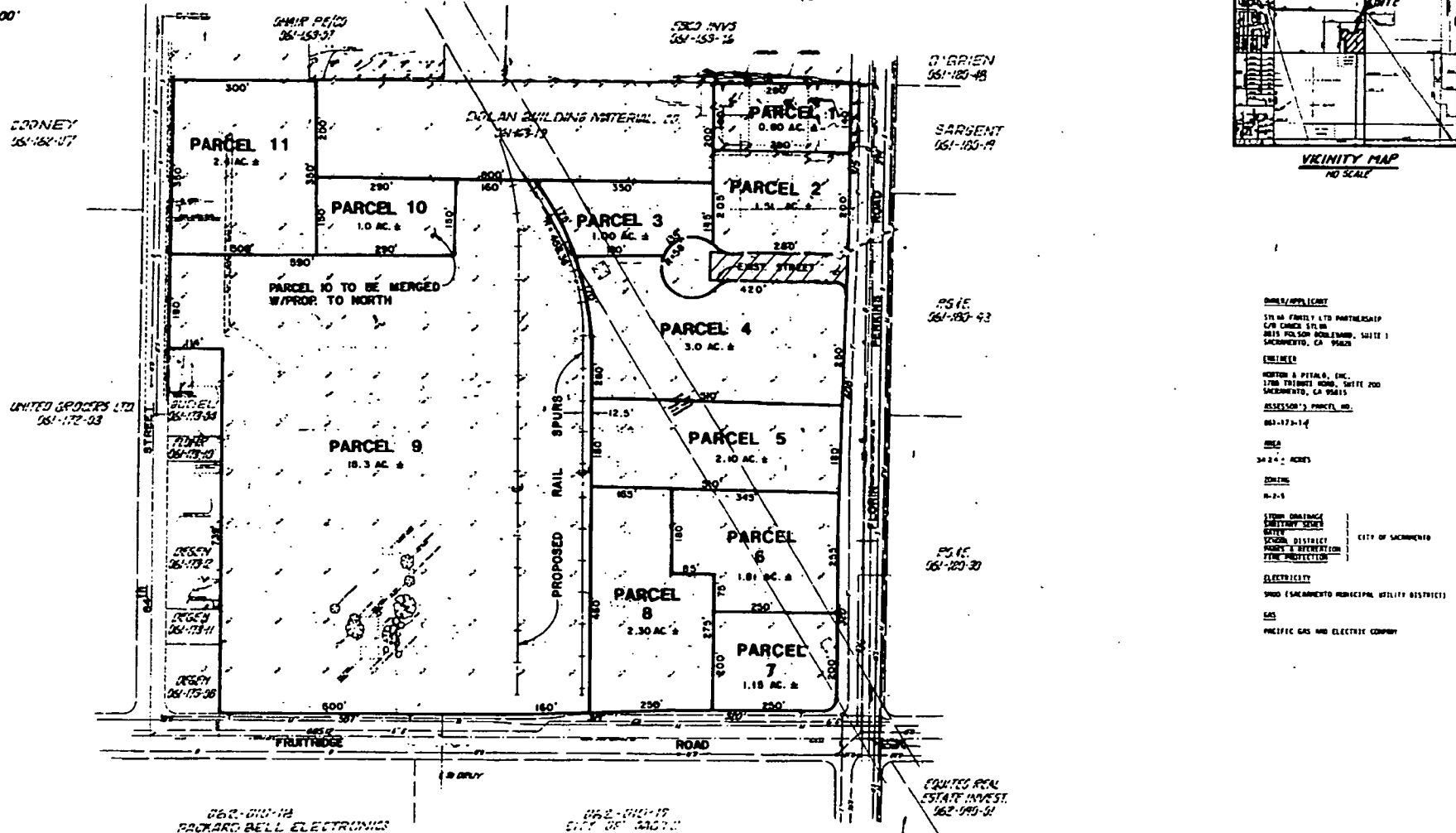
DATE ADOPTED: _____



SCALE: 1" = 100'



VICINITY MAP
NO SCALE



OWNER/APPLICANT
STAN PARTLY LTD PARTNERSHIP
C/O CAMES STEIN
1815 POLSON BOULEVARD, SUITE 1
SACRAMENTO, CA 95811

ENGINEER
MORTON & PITALO, INC.
1708 TRINITY ROAD, SUITE 200
SACRAMENTO, CA 95811

ASSESSOR'S PARCEL NO.
061-173-1-1

AREA
34.24 ACRES

ZONING
R-2-S

STUDY DRAWING
SUBMITTAL SERIES
CITY OF SACRAMENTO
SCHOOL DISTRICT
PROJECT'S SUPERSEDES
FINAL PROTECTION

ELECTRICITY
SMUD (SACRAMENTO MUNICIPAL UTILITY DISTRICT)

GAS
PACIFIC GAS AND ELECTRIC COMPANY

REVISIONS	FIELD BOOK NO.	SCALE	DRAWN BY <i>A.L.</i>	CHECKED BY <i>A.L.</i>	MORTON & PITALO, INC. CIVIL ENGINEERING PLANNING SURVEYING	DATE	CITY OF SACRAMENTO CIVIL ENGINEER	NO. 1	DATE 7/97
	DESCRIPTION	APPROVED BY <i>[Signature]</i>	DATE	DATE					



1.16

CITY OF SACRAMENTO
CALIFORNIA

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916-264-7474
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Final Map Approval of
PARCEL MAP OF BLT

P-97134

Listed below are the various fees and documents that must be submitted to this office prior to the submission of the final subdivision map to the City Council for its approval.

- A current Preliminary Title Report.
- The final map on approved linen or film.
- Submit two (2) signed and notarized originals of the Subdivision Improvement Agreement.
- Letter of Credit in the amount of \$375,000 to secure.
- Subdivision Improvement Agreement.
- All Taxes must be current. Contact your title company for preparation of tax estimate, tax letter, and tax receipt.

When you have executed the Agreement and secured the necessary bonds, submit them to this division together with the fees mentioned above and we will process them for Council approval.

City of Sacramento, California

Public Improvement Proceeding No. P-97134

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, executed in duplicate, for purposes of identification dated September 22, 1998, is made and entered into by and between the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "City", and The Sylva Family Limited Partnership II and Sylva Family Properties, a California General Partnership hereinafter referred to as "Subdivider".

RECITALS

- A. Subdivider has presented to City a certain parcel map or final map of a proposed subdivision of land located within the corporate limits of City.
- B. The proposed subdivision of land is commonly known and described as Parcel Map of BLT and bears the City Public Improvement Proceeding Number set forth above. Said subdivision is hereinafter referred to as "the subdivision".
- C. The map of the subdivision was filed with the City Clerk for presentation to the City Council of City for its approval, which map is referred to and incorporated herein.
- D. Subdivider has requested approval of the map prior to the construction and completion of improvements, including but not limited to streets, highways or public ways, public utility facilities which are part of provisions for lot grading and drainage appurtenant to the subdivision, that are required by the Subdivision Map

Act, the Subdivision Regulations of City, the tentative map (and approvals given in connection therewith) and final grading plan, if any, heretofore approved by the City Council of City. Said improvements are hereinafter referred to as "the required improvements".

E. City Council, by the adoption of the resolution which is attached hereto and which, by this reference, is incorporated herein as if fully set forth in this place, has approved the map of the subdivision and accepted all offers of dedication made in connection therewith (except as otherwise provided in said resolution), on condition that Subdivider first enter into and execute this subdivision improvement agreement with City, and meet the requirements of said resolution.

AGREEMENTS

The parties hereto agree as follows:

1. Performance of Work. Subdivider agrees to furnish, construct and install at his own expense all required improvements as shown on the plans and specifications of said subdivision, a copy of which is on file in the Office of the City Engineer and is incorporated herein by reference.
2. Work; Satisfaction of City Engineer. All of the work on the required improvements is to be done at the places, of the materials, and in the manner, and at the grades, all as shown upon the approved plans and specifications, and to the satisfaction of the City Engineer.
3. Work; Time for Commencement and Performance. City hereby fixes the time for the commencement of the work to be done on the 22nd day of September, 1998, and for its completion to be within N/A calendar days thereafter. At least fifteen (15) calendar days prior to the commencement of work hereunder, Subdivider shall

notify the City Engineer in writing of the date fixed by Subdivider for commencement thereof, so that the City Engineer shall be able to provide services of inspection.

4. Time of Essence; Extension. Time is of the essence of this Agreement, but the dates for commencement and completion of the work of construction may be extended as herein provided. The City Engineer may extend said dates for delays in said work actually caused by inclement weather, riots, strikes, lockouts, fires, earthquakes, floods and conditions resulting therefrom. Extension of said dates for any other cause shall be made only by the City Council. The City Engineer and City Council shall be the sole and final judge as to whether good cause has been shown to entitle Subdivider to an extension. Any extension granted pursuant to this paragraph shall not obligate City in any manner to grant other, further requests for extension.

5. Request for Extension; Granting. Any request for extension of any commencement and completion date shall be in writing, shall fully state the facts and grounds relied upon for said extension, and shall be delivered to City in the manner hereinafter specified for services of notices. Extension shall be granted in writing and any purported oral extension or purported oral agreement to make an extension shall not be valid for any purpose whatsoever.

6. Extension; No Release of Obligations. In the event it is deemed necessary by the City to extend the time of commencement or completion of the work to be done under this Agreement beyond the dates specified herein, such extension as shall be granted shall in no way release any guarantee given by Subdivider pursuant to this Agreement, or to relieve or release those providing improvement security pursuant to this Agreement. The sureties in executing the bonds shall be deemed to stipulate and agree that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on the bond, and to waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

7. Extension; Conditions. The granting of any extension may be conditioned upon Subdivider providing City with new or amended surety bonds in amounts increased to reflect increases in the costs of constructing the required improvements that have occurred prior to the granting of the extension or are likely to occur prior to the completion of the work.

8. Improvement Security. Concurrently with the execution hereof, Subdivider shall furnish City:

(a) Improvement security in the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), which sum is equal to one-hundred percent (100%) of the estimated cost of constructing the required improvement and the cost of any other obligation to be performed by Subdivider hereunder, securing the faithful performance of this Agreement.

(b) Separate improvement security in the sum of One Hundred Twenty Five Thousand Dollars (\$125,000.00), which sum is equal to fifty percent (50%) of the estimated cost of constructing the required improvements, securing payment to the contractor, his subcontractor and to persons furnishing labor, materials or equipment to them for the construction of the required improvements.

The form of the improvement security shall be subject to the approval of the City Attorney. Improvement security shall be reduced or released by City only in the manner provided by the Subdivision Regulations of City. No change, alteration or addition to the terms of this Agreement or the plans and specifications accompanying the same shall in any manner affect the obligation of those providing improvement security pursuant to this Agreement.

9. Inspection Fees. The Engineering Services Fee which is paid by Subdivider to City includes a fee for construction inspection and no fee for that service is payable under the term of this Agreement, provided, however, that whenever reinspection or multiple inspections are necessary because of any delay set forth in paragraph four, an additional fee or fees may be payable at the sole discretion of City.

10. Hold Harmless Agreement. Subdivider hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Subdivider's or Subdivider's contractors, subcontractors', or agents' or employees' operations under this Agreement, whether such operations be by Subdivider or by any of Subdivider's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Subdivider or any of Subdivider's contractors or subcontractors. Subdivider agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

(a) That City does not, and shall not, waive any rights against Subdivider which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Subdivider, of any of the insurance policies described in paragraph 11 hereof.

(b) That the aforesaid hold harmless agreement by Subdivider shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied, or approved of plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

11. Subdivider's Insurance. Subdivider shall not commence work under this Agreement or permit his contractor or subcontractor to commence work thereunder until Subdivider shall have obtained or cause to be obtained all insurance required under this paragraph and such insurance shall have been approved by the Risk Management Division, as to form, amount and carrier. Subdivider shall not allow any contractor or subcontractor to commence work on his contract or subcontract until all insurance required for the contractor or subcontractor

shall have been so obtained and approved. Said insurance shall be maintained in full force and effect until the completion of work under this Agreement and the acceptance thereof by City. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

(a) Compensation Insurance. Subdivider shall obtain and maintain (or cause to be obtained and maintained) Worker's Compensation Insurance for all Subdivider's employees employed at the site of improvement, and in case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider. In case any class of employees engaged in work under this Agreement at the site of the project is not protected under any Worker's Compensation law, Subdivider shall provide, and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Subdivider hereby indemnifies City for any damage resulting to it from failure of either Subdivider or any contractor or subcontractor to take out or maintain such insurance. Subdivider shall provide the Director of Finance with a certificate of insurance indicating Worker's Compensation coverage prior to engaging in any activity required by this Agreement.

(b) Public Liability and Property Damage Insurance. Subdivider, at his sole expense, shall obtain and maintain (or cause to be obtained and maintained) a liability insurance policy or policies, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that City, its officers, employees and agents, as named insured, liability coverage for bodily injury and damages, broad form property damage, errors and omissions, and broad form contractual liability, arising out of or in any way connected with the activities of Subdivider, and his contractors and subcontractors in constructing the

required improvements under this Agreement. The policy or policies shall be in the amount of not less than \$1,000,000 single limit per occurrence for the term of this Agreement. By the terms of said insurance policy or policies such insurance shall be deemed primary insurance.

In the event that any of the aforesaid insurance policies provided for in this paragraph 11 insures any entity, persons, boards or commissions other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy City, its elective and appointive boards, commissions, officers, agents and employees, Subdivider and any contractor or subcontractor performing work covered by this Agreement. If all of the required improvements are to be constructed by a special assessment district formed pursuant to the Improvement Act of 1911, the provisions of this paragraph 11 shall not apply to Subdivider.

12. Certificate of Insurance. Subdivider will have City's standard Certificate of Insurance completed and filed with the Risk Management Division within fifteen (15) days of the execution of this Agreement and prior to engaging in any work required by this Agreement. Said policies shall provide that no cancellation, major change in coverage, or expiration may be effected by the insurance company or the insured during the term of this Agreement, without first giving to City thirty (30) days written notice prior to the effective date of such cancellation or change in coverage.

13. Title to Improvements. Title to, and ownership of, all public improvements constructed hereunder by Subdivider shall vest absolutely in City, upon completion and acceptance of such improvements by City.

14. Repair or Reconstruction of Defective Work. Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Subdivider guarantees all work executed by him and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City as a part of the work pursuant to the

Agreement, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire work by the City. Subdivider shall repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one year guarantee period without expense or charge of any nature whatsoever to City.

In the event that Subdivider shall fail to comply with the conditions of the foregoing guarantee within ten (10) days time, after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Subdivider shall pay to City on demand all costs and expenses of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or materials covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Subdivider shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgement of City.

If City, at its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, Subdivider shall pay, in addition to actual costs and expenses of such repair or work, fifteen percent (15%) of such costs and expenses for overhead and interest at the maximum rate of interest permitted by law accruing thirty (30) days of the date of billing for such work or repairs.

15. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

16. Notice of Breach and Default. If Subdivider refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Subdivider should be adjudged a bankrupt, or Subdivider should make a general assignment for the benefit of Subdivider's creditors, or if a receiver should be appointed, or if Subdivider, or any of Subdivider's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, City Engineer may serve written notice upon Subdivider and Subdivider's surety of breach of this Agreement, or of any portion thereof, and default of Subdivider.

17. Breach of Agreement: Performance by Surety or City. In the event of any such notice of breach, Subdivider's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within fifteen (15) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within fifteen (15) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, utilize in completing the work, such materials, appliances, plant and other property, belonging to Subdivider as may be on the site of the work and necessary therefore.

18. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail postage prepaid.

Notices required to be given to City shall be addressed as follows: City Engineer, 1231 I Street, Room 200, Sacramento, California 95814.

Notices required to be given to Subdivider shall be addressed as follows: 8815 Folsom Boulevard, Suite 1, Sacramento, California 95826.

Any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

19. Legal Description. The legal description of all lands within the proposed subdivision is attached hereto, marked Exhibit "B" and incorporated herein by reference.

20. Recordation of Agreement or Abstract of the Agreement. Subdivider agrees that the City may record a copy of the Agreement or an Abstract of said Agreement in the Official Records of Sacramento County.

21. Assignment. This Agreement will not be assigned without the written prior consent of City.

22. Installation of Street Signs. Pursuant to City Code Section 40.811(k), the Subdivider shall pay to the City for furnishing and installing street signs the sum of N/A (\$ N/A). In consideration of such payment, the City agrees to furnish and install the street signs in accordance with the Standard Specifications of the City.

23. Installation of Warning Signs and Devices and Regulatory Signs. Pursuant to City Code Section 40.811(k), the Subdivider shall pay to the City for furnishing and installing warning signs and devices and regulatory signs the sum of N/A Dollars (\$ N/A). In consideration of such payment, the City agrees to furnish and install the warning signs and devices and regulatory signs in accordance with the Standard Specifications of the City.

24. Street Trees. Pursuant to City Code Section 40.811(I), the Subdivider shall pay to the City for furnishing and installing street trees the sum of N/A Dollars (\$ N/A). In consideration of such payment, the City agrees to furnish and install the street trees. However, the trees shall be planted at such time as to maximize their survival.

25. Park and Recreational Fee. Pursuant to City Code Section 40.1304 through 40.1306, both inclusive, the Subdivider shall pay to the City the sum of N/A Dollars (\$ N/A), for the purpose of acquiring, improving or expanding public parks, playgrounds and recreational facilities.

26. Bridge Construction Fee (Pocket Area Only). Subdivider shall, before the approval of the final map and as a condition precedent to the recordation thereof, pay to the City the sum of N/A Dollars (\$ N/A), for bridge district fees as required by the applicable provisions of Chapter 40 (Fee For Bridges On Major Thoroughfares) of the City Code and Resolution No. 77-549 adopted September 13, 1977.

27. Monumentation. The sum of N/A Dollars (\$ N/A), has been included in the Performance Bond, which sum is the estimated cost of setting the monuments required by the Subdivision Regulations. In the event that the required monuments are not set prior to the issuance of a Notice of Completion by the City, a corporate surety bond or a letter of credit in the amount of \$ N/A shall be furnished to the City for the release of the Performance Bond.

28. Additional Terms and Conditions. This Agreement is subject to the following additional terms and conditions:

Reciprocal access shall be dedicated between the following parcels:

1 and 2; 4 and 5; 6 and 7; 7 and 8. Driveway Permits shall be required and driveway shall be located at property lines of above parcels to limit access to Florin-Perkins Road and Fruitridge Road

IN WITNESS WHEREOF, the parties hereto, have executed this Agreement on the dates set forth below their respective signatures.

CITY OF SACRAMENTO, a
Municipal Corporation

***SUBDIVIDER:**
The Sylva Family Limited Partnership II
and Sylva Family Properties,
a California General Partnership
8815 Folsom Boulevard, Suite 1
Sacramento, CA 95826

By: _____
(City Manager)

By: _____
(Signature)

Dated: _____

(Title) (Date Signed)

* "Subdivider" is owner of property subject to this unless otherwise noted

ATTEST:

By: _____
(City Clerk)

Dated: _____

ORIGINAL APPROVED AS TO FORM:

By: _____
(City Attorney)

Dated: _____

9/18/98
P97134-AGR