

APPROVED  
BY THE CITY COUNCIL

JUL 20 1999

1.18

OFFICE OF THE  
CITY CLERK

DEPARTMENT OF  
PUBLIC WORKS

CITY OF SACRAMENTO  
CALIFORNIA

DEVELOPMENT SERVICES  
1231 I STREET  
ROOM 200  
SACRAMENTO, CA  
95814  
PH 916-264-7995  
FAX 916-448-8450

TECHNICAL SERVICES DIVISION

July 1, 1999

City Council  
Sacramento, California

Honorable Members in Session:

**SUBJECT: GRANTING REVOCABLE ENCROACHMENT PERMIT TO CONSTRUCT A  
PEDESTRIAN OVERCROSSING OVER A PORTION OF THE ALLEY BOUNDED  
BY "O", "P", 16<sup>TH</sup> AND 17<sup>TH</sup> STREETS**

**LOCATION/COUNCIL DISTRICT:**

Portion of alley bounded by "O", "P", 16<sup>th</sup> and 17<sup>th</sup> Streets  
Council District 3

**RECOMMENDATION:**

This report recommends that the City Council approve a revocable encroachment permit to the applicant, Capital Area Development Authority (CADA), for the purpose of constructing a pedestrian overcrossing over a public alley.

**CONTACT:** Faramarz Ansari, Associate Engineer, 264-7493

**FOR COUNCIL MEETING OF:** July 20, 1999

**SUMMARY:**

CADA has requested a revocable encroachment for the purpose of constructing a pedestrian overcrossing over a public alley.

City Council  
Revocable Encroachment Permit for the Fremont Building (CADA)  
July 1, 1999

The Department of Public Works has coordinated the review of the application and finds that it meets all City requirements. The permit may be revoked and canceled if the terms and conditions of the permit are not met.

**COMMITTEE/COMMISSION ACTION:**

None.

**BACKGROUND:**

CADA has requested a revocable encroachment for the purpose of constructing a pedestrian overcrossing.

Sacramento City Code, Section 12.04.110, states that Council may, by resolution, grant permits revocable at its will for minor or temporary purposes or privileges on public property subject to such terms and conditions as it deems necessary for the public interest. The use of the property by the permittee shall constitute his acceptance and agreement to be bound by the terms and conditions of the permit.

**FINANCIAL CONSIDERATIONS:**

The standard permit fee of \$390.00 has been paid by the applicant. The project does not involve any cost to the City. The project is privately financed by CADA.

**ENVIRONMENTAL CONSIDERATIONS:**

The Neighborhoods, Planning and Development Services Department, has reviewed the project and has determined that this project is exempt from the California Environmental Quality Act (CEQA) under Section 15305 (b) of the CEQA Guidelines.

**POLICY CONSIDERATIONS:**

No street cuts are required for this permit.

City Council  
Revocable Encroachment Permit the for Fremont Building (CADA)  
July 1, 1999

**ESBD CONSIDERATIONS:**

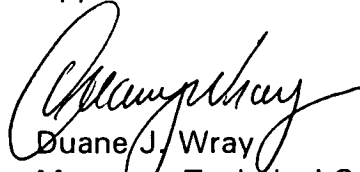
City Council adoption of the attached ordinance and the resolution is not affected by City policy related to the ESBD Program.

Respectfully submitted,



Marty Hanneman  
Transportation Manager

Approved:



Duane J. Wray  
Manager, Technical Services

RECOMMENDATION APPROVED:



ROBERT P. THOMAS  
City Manager

Approved:



Michael Kashiwagi  
Director of Public Works

JL:MH:dt  
s:techsvs/projdel/devsvs/revocab/CADA  
07.0199.1

Attachment

**APPROVED**  
BY THE CITY COUNCIL

**JUL 20 1999**

OFFICE OF THE  
CITY CLERK

**RESOLUTION NO. 99-407**

**ADOPTED BY THE SACRAMENTO CITY COUNCIL**

**ON DATE OF \_\_\_\_\_**

**RESOLUTION GRANTING REVOCABLE ENCROACHMENT  
PERMIT TO CONSTRUCT A PEDESTRIAN OVERCROSSING  
OVER A PORTION OF THE ALLEY BOUNDED BY "O", "P",  
16<sup>TH</sup> AND 17<sup>TH</sup> STREETS**

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

That a Revocable Encroachment Permit be granted to CADA, 1530 Capital Avenue, Sacramento, CA 95814.

This encroachment is described as follows:

All that portion of the Alley 20.00 feet in width located in the block bounded by 16<sup>th</sup> & 17<sup>th</sup> and "O" & "P" Streets of the City of Sacramento, according to the official plat thereof, described as follows:

Beginning at a point located on the North line of said Alley, from which the point of intersection of the East line of 16<sup>th</sup> Street with the South line of O Street bears the following two (2) courses: (1) along said North line North 71°33'48" West 26.08 feet to said East line of 16<sup>th</sup> Street and (2) along said East line North 18°27'00" East 160.82 feet; thence from said point of beginning, along said North line, South 71°33'48" East 16.21 feet; thence South 18°27'00" West 20.00 feet to the South line of said Alley; thence, along said South line, North 71°33'48" West 16.21; thence North 18°27'00" East 20.00 feet to the point of beginning; containing 324 square feet, more or less.

The vertical limits of the above described parcel are between the elevations of 31.8 feet and 72.0 feet based upon the National Geodetic Vertical Datum of 1929 ((NGVD29), also being the vertical datum for the City of Sacramento. (See Exhibit B.)

This permit is granted subject to the "General Provisions - Revocable Encroachment Permit," which were adopted by the City Council in Resolution No. 81-845 dated November 17, 1981. This permit shall be effective only after the applicant files with the

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**RESOLUTION NO:** \_\_\_\_\_

**DATE ADOPTED:** \_\_\_\_\_

Risk Management Division of the City of Sacramento, the insurance certificates required by the General Provisions.

**SPECIAL CONDITIONS**

1. **NO INTERFERENCE.**

Grantee's exercise of rights under this permit shall be subordinate to, and shall not cause any interference with use of the alley by Grantor or any member of the public. Without limiting the generality of the foregoing, nothing shall be done or suffered to be done by Grantee at any time that would interfere with or cause damage to any facilities, vehicles, equipment, or other property or appurtenances of Grantor or any member of the public, and Grantee shall exercise due care to avoid such interference or damage. Grantee agrees to pay the cost of repairing any such damage, or, if directed by Grantor, to replace or restore said facilities, vehicles, equipment, or other property or appurtenances to Grantor's satisfaction.

2. **COMPLIANCE WITH LAWS.**

Grantee shall comply with all applicable federal, state and local laws, regulations and enactments pertaining to its operations in and use of the permit. The Grantee shall use only such equipment as is consistent with safety, both as concerns the Grantee, the Grantee's employees, agents and customers, the officers, agents, employees and property of the Grantor and the public in general. If any failure by the Grantee to comply with any such laws, regulations, and enactments shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Grantor, the Grantee shall reimburse and indemnify the Grantor for any such fine, penalty, cost or charge, including without limitation attorney's fees, court costs and expenses. The Grantee further agrees in the event of any such action upon notice thereof being provided by the Grantor, to defend such action at no cost to the Grantor.

3. **INDEMNITY.**

Grantee shall indemnify and hold harmless Grantor and its officers, employees and agents, from and against any and all claims, losses, actions, damages, costs or other liabilities, including payment of attorney's fees, whether for death, personal injury or property damage (hereafter collectively referred to as "liabilities"), arising out of or in any way related to the use of this permit by any party, including without limitation the Grantee, its officers, employees, agents, licensees, invitees or contractors, whether or not the Grantor, its officers or employees reviewed or

approved said use, and whether or not such liabilities are litigated, settled or reduced to judgment. Grantee shall, upon Grantor's request, defend at Grantee's sole cost any action, claim, suit, or cause of action which asserts or alleges such liabilities, whether such action, claim, suit, cause of action or portion thereof is well founded or not. The provisions of this paragraph shall survive any expiration or termination of this easement.

4. ATTORNEY FEES AND COSTS.

Grantor may bring a suit or proceeding to enforce or to require performance of the terms of this permit, and the prevailing party in such suit or proceeding shall be entitled to recover reasonable costs and expenses, including attorney's fees.

5. The minimum vertical clearance from the surface of the alley to the bottom of the structure authorized by this permit shall be 14' 10".

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

S:\techsvs\projdel\devsvs\revocab\CADA

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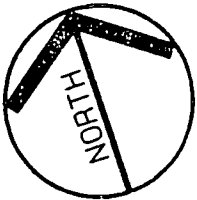
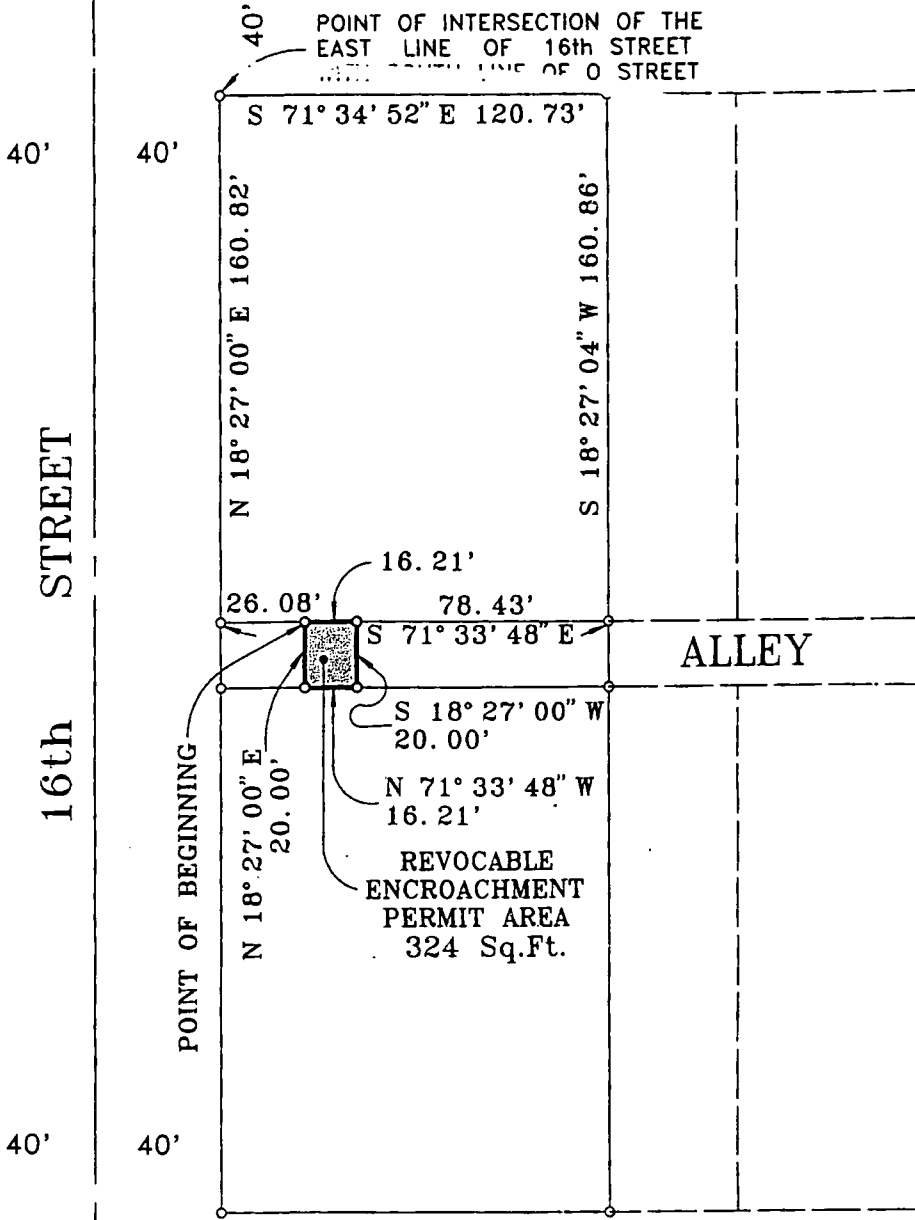
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\_\_\_\_\_  
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RESOLUTION NO: \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_

O STREET



SCALE IN FEET



UNPUBLISHED WORK  
 ©, 1999  
 THE SPINK CORPORATION

7705-002/770502:153

TITLE: REVOCABLE ENCROACHMENT  
 PORTION OF BLOCK BOUNDED  
 BY 16th, 17th, O and P STREETS  
 IN THE CITY OF SACRAMENTO

CLIENT: SHASTA REAL ESTATE

DATE: 3/99 JOB NO.: 7705-002  
 DRAWN BY: J.K. CHECKED BY: J.K.

REVISION

**The Spink Corporation**

2590 VENTURE OAKS WAY SACRAMENTO, CA 95833  
 PHONE: (916)925-5550 FAX: (916)921-9274

SCALE: 1"=60' CODE: SAC-119 DR.NO.: H-8191a

**RESOLUTION NO.**

**ADOPTED BY THE SACRAMENTO CITY COUNCIL**

**ON DATE OF \_\_\_\_\_**

**RESOLUTION GRANTING REVOCABLE ENCROACHMENT  
PERMIT TO CONSTRUCT A PEDESTRIAN OVERCROSSING  
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The vertical limits of the above described parcel are between the elevations of 31.8 feet and 72.0 feet based upon the National Geodetic Vertical Datum of 1929 ((NGVD29), also being the vertical datum for the City of Sacramento. (See Exhibit B.)

This permit is granted subject to the "General Provisions - Revocable Encroachment Permit," which were adopted by the City Council in Resolution No. 81-845 dated November 17, 1981. This permit shall be effective only after the applicant files with the

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Risk Management Division of the City of Sacramento, the insurance certificates required by the General Provisions.

**SPECIAL CONDITIONS**

1. **NO INTERFERENCE.**

Grantee's exercise of rights under this easement shall be subordinate to, and shall not cause any interference with use of the alley by Grantor or any member of the public. Without limiting the generality of the foregoing, nothing shall be done or suffered to be done by Grantee at any time that would interfere with or cause damage to any facilities, vehicles, equipment, or other property or appurtenances of Grantor or any member of the public, and Grantee shall exercise due care to avoid such interference or damage. Grantee agrees to pay the cost of repairing any such damage, or, if directed by Grantor, to replace or restore said facilities, vehicles, equipment, or other property or appurtenances to Grantor's satisfaction.

2. **COMPLIANCE WITH LAWS.**

Grantee shall comply with all applicable federal, state and local laws, regulations and enactments pertaining to its operations in and use of the easement. The Grantee shall use only such equipment as is consistent with safety, both as concerns the Grantee, the Grantee's employees, agents and customers, the officers, agents, employees and property of the Grantor and the public in general. If any failure by the Grantee to comply with any such laws, regulations, and enactments shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Grantor, the Grantee shall reimburse and indemnify the Grantor for any such fine, penalty, cost or charge, including without limitation attorney's fees, court costs and expenses. The Grantee further agrees in the event of any such action upon notice thereof being provided by the Grantor, to defend such action at no cost to the Grantor.

3. **INDEMNITY.**

Grantee shall indemnify and hold harmless Grantor and its officers, employees and agents, from and against any and all claims, losses, actions, damages, costs or other liabilities, including payment of attorney's fees, whether for death, personal injury or property damage (hereafter collectively referred to as "liabilities"), arising out of or in any way related to the use of this easement by any party, including without limitation the Grantee, its officers, employees, agents, licensees, invitees or contractors, whether or not the Grantor, its officers or employees reviewed or

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DATE ADOPTED: \_\_\_\_\_

approved said use, and whether or not such liabilities are litigated, settled or reduced to judgment. Grantee shall, upon Grantor's request, defend at Grantee's sole cost any action, claim, suit, or cause of action which asserts or alleges such liabilities, whether such action, claim, suit, cause of action or portion thereof is well founded or not. The provisions of this paragraph shall survive any expiration or termination of this easement.

4. ATTORNEY FEES AND COSTS.

Grantor may bring a suit or proceeding to enforce or to require performance of the terms of this easement, and the prevailing party in such suit or proceeding shall be entitled to recover reasonable costs and expenses, including attorney's fees.

5. Minimum vertical clearance from surface of alley to bottom of structure shall be 14'10".

\_\_\_\_\_  
MAYOR

ATTEST:

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CITY CLERK

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DATE ADOPTED: \_\_\_\_\_



OFFICE OF THE  
CITY CLERK

VALERIE A. BURROWES, CMC/AAE  
CITY CLERK

VIRGINIA K. HENRY, CMC/AAE  
ASSISTANT CITY CLERK

CITY OF SACRAMENTO  
CALIFORNIA

CITY HALL  
915 I STREET  
ROOM 304  
SACRAMENTO, CA  
95814-2671

FAX 916-264-7672  
[HTTP://WWW.SACTO.ORG](http://www.sacto.org)

ADMINISTRATION  
PH 916-264-5799

OPERATIONAL SERVICES  
PH 916-264-5427

SPECIALIZED SERVICES  
PH 916-264-7200

July 27, 1999

CADA  
1530 Capital Avenue  
Sacramento, Ca 95814

On July 20, 1999, the City Council adopted Resolution No. 99-407 granting the following Revocable Encroachment Permit. This is in accordance with "General Provisions - Revocable Encroachment Permit," adopted by City Council Resolution No. 81-845 as amended.

The permit is for the purpose of constructing a pedestrian overcrossing over a portion of the alley bounded by "O", "P", 16th and 17th Streets.

This permit shall be effective only after you file the insurance certificates required by the General Provisions. These can be filed with the Risk Management Division at 926 J Street, Room 310, Sacramento, California 95814.

Sincerely,

Nancy Allen  
Typist Clerk III

na/1.18

Enclosure