



OFFICE OF THE
CITY MANAGER

CITY OF SACRAMENTO
CALIFORNIA

CITY HALL
ROOM 101
915 I STREET
SACRAMENTO, CA
95814-2684

March 1, 1991

916-449-5704
FAX 916-449-8618

Joint Budget & Finance/
Transportation and Community Development Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: RESOLUTION TO EXECUTE AGREEMENT FOR ISSUANCE OF A REVOCABLE PERMIT TO ACC MCCA W CELLULAR OF SACRAMENTO (DBA CELLULAR ONE) FREEPORT RESERVOIR - 7788 FREEPORT BOULEVARD

SUMMARY

The attached Public Works report to the City Council requests Council approval of an agreement for the issuance of a revocable permit for a cellular telephone tower.

The permit would allow the installation of antennas and related facilities at the City reservoir (tank) site. The antennas would be mounted on the side of the tank, would be unobtrusive, and would serve the cellular telephone network operated by the permittee. The City reserves the right to allow additional similar permits in the future.

This item is being heard at full Council tonight because of time constraints Cellular One has in providing service to their customers.

BACKGROUND

In reviewing the request from Cellular One, the City Manager's Office has worked with Councilmember Lynn Robie to ensure that all concerns and issues related to this request are fully understood.

Meetings have been held with Cellular One officials, Councilmember Robie as well as Public Works staff, Planning and Development staff, General Services staff, City Attorney's Office and the City Manager's Office. In addition, a letter has been sent to residents within 300 feet radius of Freeport Water Tower. All questions and concerns of area residents (four inquires received) have been addressed by City staff and/or Cellular One representatives.

The City Manager's Office supports the request because it is consistent with good land use planning principles, brings additional resources into the City Water Fund and is not harmful to the environment. The City can also revoke the permit to install the antenna.

Additional information regarding this item is contained in the Background Section of the Attached City Council report.

FINANCIAL DATA

Use of the City Water Towers at Alhambra Boulevard and near Sacramento City College have generated \$16,800 annually from each site to the City Water Fund, plus 7.5% utility users tax. The Freeport site will generate an additional \$11,208 plus utility users tax for a grand total of \$44,808.

In addition, Pac Tel Cellular has also indicated strong interest in using the City Water Towers to hang their antenna and they would be charged the same rate as Cellular One.

POLICY CONSIDERATIONS

See attached report to City Council.

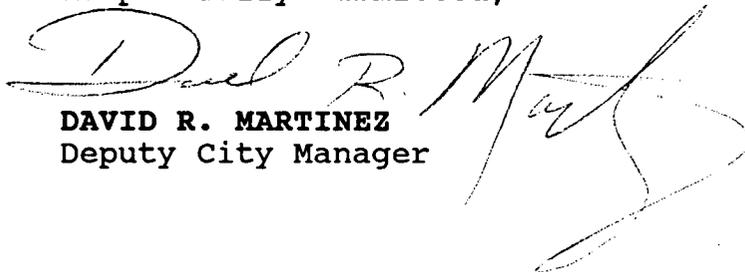
MBE/WBE EFFORTS

There are no MBE/WBE efforts associated with this item.

RECOMMENDATION

It is recommended that the Joint Budget and Finance/Transportation and Community Development Committee forward the attached report to the full City Council for their approval of a resolution authorizing the execution of an Agreement for Issuance of a Revocable Permit with Cellular One of Sacramento.

Respectfully submitted,



DAVID R. MARTINEZ
Deputy City Manager

Recommendation Approved:



Jack Crist
Deputy City Manager

Contact Person: Craig Thurston
Supervising Real Property Agent
449-5629

March 12, 1991
District 8



DEPARTMENT OF
PUBLIC WORKS

ENGINEERING DIVISION

CITY OF SACRAMENTO
CALIFORNIA

927 TENTH STREET
ROOM 200
SACRAMENTO, CA
95814-2705

916-449-8220
FAX 916-449-8678

CONSTRUCTION SECTION
640 BERGUT DRIVE
SUITE B
SACRAMENTO, CA
95814-0151

916-449-5282

March 12, 1991

City Council
Sacramento, California

Honorable Members In Session:

SUBJECT: Resolution to Execute AGREEMENT FOR ISSUANCE OF REVOCABLE PERMIT;
Permit to ACC McCaw Cellular of Sacramento (dba Cellular One)
Freeport Reservoir - 7788 Freeport Boulevard

SUMMARY

Adoption of the attached resolution authorizing the execution of a document titled AGREEMENT FOR ISSUANCE OF REVOCABLE PERMIT is recommended.

The permit would allow installation of antennas and related facilities at the City reservoir (tank) site. The antennas would be mounted on the side of the tank, would be unobtrusive, and would serve the cellular telephone network operated by the permittee. The City reserves the right to allow additional similar permits in the future. This item was heard by the Joint Budget & Finance/Transportation and Community Development Committee at their meeting earlier this same day because of the time constraints Cellular One has in providing service to their customers.

BACKGROUND

The City currently owns and utilizes, among others, a water storage tank located at the above location.

ACC McCaw Cellular of Sacramento, doing business as Cellular One, presently operates a cellular telephone network in Sacramento and is interested in improving that network by installing additional antenna facilities. Normally, they would be responsible for locating a site and installing a freestanding antenna supported by a 60' or taller monopole. Although the cellular telephone has been increasingly in demand by the citizens of Sacramento, it has become difficult for such companies to locate antenna sites which are acceptable to the surrounding neighborhood.

City Council
Consent to Execute Agreement for
Issuance of Revocable Permit
March 12, 1991
Page 2

With this permit, as with the two (2) previous permits at Alhambra Reservoir and City College Reservoir, the installation on a City facility (see Exhibit A of this Agreement) will be such that no pole will be needed because the small antenna units would be mounted on the water tank, with the tank initially having 2 antenna clusters around its perimeter, facing southerly and northeasterly with the possible later addition of an antenna cluster facing northwesterly, and with each antenna cluster having four 12" x 24" panels mounted nearly flush and painted to match the water tank. Whereas the antennas have created aesthetic concerns when mounted on poles, the water tank location will be hardly noticeable. The permit is written so that the antennas can in no way interfere with City use of the water tank or with City communication facilities, and the antennas can be removed at any time at City discretion.

FINANCIAL DATA

The City will be reimbursed for supervision of the installation of the antenna facilities. There would be negligible effect on City operations after installation, yet the initial revenue from the permit will be \$11,208 per year, payable in advance, and that will increase each year that a permit is in effect. These moneys will be deposited in the Water Fund.

It should be noted that the revenue stated above is based on \$934/month. The typical rate paid for antenna locations is \$500/month, but the higher revenue to City recognizes that the permittee will not have to bear the expense of installing a pole.

POLICY CONSIDERATIONS

This action is consistent with City policy in allowing joint use of City facilities on a selective basis while not inhibiting the City use of the property and yet producing revenue. Consideration of this proposal for the City as the property owner was a joint effort involving staff from the City Attorney's office, General Services, Public Works and the City Manager's office.

This proposal also has been reviewed by the Planning and Development Department and has been deemed an appropriate use to be placed on the existing water facilities. The proposal is consistent with Policy 1 of the General Plan to enhance and maintain the quality of life in the City. The utilization of City owned structures for the placement of privately owned communication equipment will reduce the construction of freestanding and obtrusive monopoles throughout the City.

Environmental considerations have been addressed and a Categorical Exemption has been filed by the Department of Public Works.

City Council
Consent to Execute Agreement for
Issuance of Revocable Permit
March 12, 1991
Page 3

Councilmember Robie contacted nearby residents in the neighborhood adjacent to the Freeport Reservoir, advised them of this proposal and considered their input. Due to the concerns of certain neighbors about possible radiation, the 4-antenna cluster which had been proposed for the northwest side of the reservoir has been deleted from the proposed agreement and the rental rate adjusted down by \$466 (one-third), but the agreement provides that, should that antenna cluster be later approved and installed, then the rent would be adjusted upward by the same amount as the reduction.

MBE/WBE EFFORTS

There are no MBE/WBE efforts associated with this item.

RECOMMENDATION

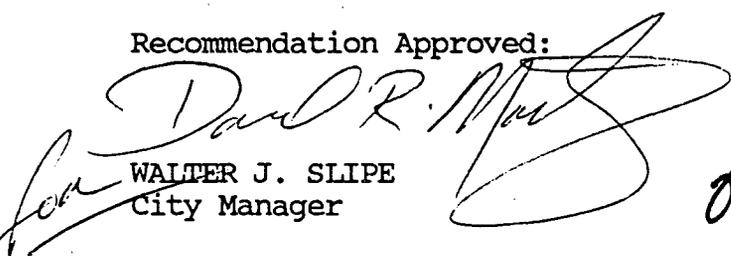
It is recommended that the execution of the document titled AGREEMENT FOR ISSUANCE OF REVOCABLE PERMIT be approved by the adoption of the attached resolution.

Respectfully submitted,



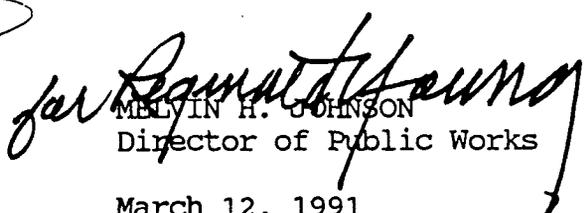
THOMAS M. FINLEY
Engineering Division Manager

Recommendation Approved:



WALTER J. SLIPE
City Manager

Approved:



MELVIN H. JOHNSON
Director of Public Works

CONTACT PERSON

Craig Thurston,
Real Property Supervisor
(916) 449-5629

March 12, 1991
District No. 8

CT:mb
RE2-07LS.C
03.0691.2

Attachment

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

AUTHORIZATION TO EXECUTE
AGREEMENT FOR ISSUANCE OF REVOCABLE PERMIT
FREEPORT RESERVOIR - 7788 FREEPORT BOULEVARD
PERMITTEE - ACC MCCAWE CELLULAR OF SACRAMENTO
(dba CELLULAR ONE)

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

That the City Manager and the City Clerk are hereby authorized and directed to execute the document titled AGREEMENT FOR ISSUANCE OF REVOCABLE PERMIT pertaining to the above location.

MAYOR

ATTEST:

CITY CLERK

CT:mb
RE2-07LS.C
02.2191

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

**AGREEMENT FOR ISSUANCE OF
REVOCABLE PERMIT**

WHEREAS, the City of Sacramento owns and maintains certain real property and associated facilities for the production, storage, treatment and delivery of potable water; and

WHEREAS, ACC McCaw Cellular of Sacramento doing business as Cellular One is a private company which provides cellular phone services to its customers, through the use of facilities located within the City of Sacramento and elsewhere; and

WHEREAS, Cellular One desires to locate facilities and equipment in and on the said property owned by the City of Sacramento; and

WHEREAS, the City of Sacramento is willing to allow Cellular One to do so on the basis of a revocable permit, and upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. PARTIES.

The parties to this Agreement are the City of Sacramento through its Department of Public Works, Water Division ("City"), and Cellular One ("Cellular"), a California Corporation.

2. AGREEMENT FOR ISSUANCE OF REVOCABLE PERMIT.

Upon the terms and conditions set forth in this Agreement, City agrees to issue to Cellular a revocable permit for installation and maintenance of cellular telephone transmitting and receiving stations, with associated structures and equipment, at the locations specified in Exhibit A, attached hereto and incorporated herein by this reference ("the premises"). This Agreement and all of its terms and conditions shall remain in effect during the entire term of the revocable permit. Attached hereto as Exhibit B is a copy of the permit. The revocable permit is expressly agreed to be non-exclusive, and City shall be free to enter into agreements with other cellular phone or related providers for revocable permits or other similar business arrangements.

3. TERM OF REVOCABLE PERMIT.

a. **Initial term.** The initial term of the revocable permit shall be for a period of ten (10) years, commencing on the effective date of this Agreement as specified below.

b. **Renewal.** Upon expiration of the initial term, Cellular shall have the right to renewal of the permit upon the same terms and conditions except as to the fee to be paid by Cellular to City during the renewal period, which fee shall be determined pursuant to subparagraph 4.c. below. Cellular shall exercise its right to renew by giving City written notice of its intention to renew the permit at least ninety (90) days prior to the expiration of the initial or any renewed term.

c. Termination.

(i) **Discretionary termination.** Each party shall have the right to terminate this Agreement by giving the other party ninety (90) days' notice in writing, which notice shall state the exact date of termination. Termination of this Agreement shall constitute revocation of the revocable permit or permits issued pursuant to this Agreement. Any fees paid in advance pursuant to paragraph 4 shall be prorated to the date of termination.

(ii) **Termination for cause.** Each party shall have the right to terminate this agreement immediately for breach by the other party of any material term or condition of this Agreement, by giving the breaching party written notice of default specifying the exact cause or causes for the default, and specifying that the breaching party shall have thirty (30) days to cure the default. The notice shall also state that in the event the default is not so cured, this Agreement is terminated effective retroactively to the date of mailing of the notice as specified herein, or the date of personal delivery of the notice to an employee or agent of the breaching party at the location specified in this Agreement. Termination of this Agreement shall constitute revocation of the revocable permit or permits issued pursuant to this Agreement.

(iii) **Removal of structures and equipment on termination.** Upon termination of this Agreement, Cellular shall, within sixty (60) days of termination, at its sole cost and expense remove all structures and equipment from the premises, and shall restore the premises to their condition prior to the issuance of the revocable permit. In the event that the premises or any portion thereof are damaged by Cellular in the process of removal, such damage shall be repaired forthwith by Cellular at its sole cost and expense.

4. FEE FOR ISSUANCE OF REVOCABLE PERMIT.

a. **First year fee.** For the first year of the term of the permit, the fee shall be the sum of Nine Hundred Thirty-four Dollars (\$934.00) per month, for a total annual fee of \$11,208.00, for the (eight) 8 antennas proposed for the Easterly and Southwesterly locations on the reservoir. Should Cellular be authorized to increase the number of antennas on the water tank from eight (8) to twelve (12), the annual fee shall increase to One Thousand Four Hundred Dollars (\$1,400.00) per month, for a total annual fee of \$16,800.00, together with any increases in the fee which would have been added under

paragraph 4.b., below. Should the authorization to install additional antennas be granted at a time other than the anniversary of the effective date, the increase in the fee shall be prorated for the number of months remaining in the year. For example, if the authorization to install additional antennas is granted nine months after the effective date of this Agreement, the annual fee shall be increased by \$466.00 for each of the remaining three months of the year. Cellular's obligation to commence paying the increase in the annual fee shall commence when the authorization is granted to install the additional antennas.

b. **Annual adjustment.** For the second and each successive year of the initial term of the permit, the fee shall be adjusted using the following formula: on each anniversary date of the effective date of this Agreement, the annual fee shall be increased by a factor of two percent (2%), as applied to the then-existing fee. For example, unless the annual fee is increased due to an authorization permitting Cellular's installation of additional antennas, the fee for the second year of the initial term will be \$952.68 per month for a total annual fee of \$11,432.16, and \$971.73 per month, or \$11,660.76 annually, for the third year.

c. **Renewal periods.** For any renewal period, the fee shall be determined as follows:

(i) The fee for the term year during which the notice of intention to renew is given shall be the base sum upon which the renewal period fee is to be determined.

(ii) The base sum so determined shall be multiplied by a factor determined by reference to the index known as the "Consumer Price Index, All Items, All Urban Consumers, U.S. City Average", or a replacement index to be selected by City in its sole discretion if the specified index is discontinued. The factor shall be determined using the specified index for December, 1990 as the base year index, and subtracting the base year index from the corresponding index for December of the term year during which the notice of intention to renew is given. The resulting factor shall then be multiplied against the base sum. The product of said computation shall then be added to the base sum, and the total thereof shall become the rental for the first year of the renewal term.

(iii) For each successive year of the renewal term, the annual fee shall be increased by a factor of two percent (2%) in the same manner as specified in subparagraph "b" above.

d. **Manner of payment of fee.** The full annual fee shall be paid in cash in advance, with the initial payment due and payable on execution of this Agreement by Cellular. Payment of the full annual fee for subsequent years shall be due and payable on the anniversary date of the effective date. The fee shall be payable to City's Water Fund at the address specified below for the giving of notices.

5. USE OF PREMISES.

a. **Nature of use allowed.** Cellular shall use the premises strictly in accordance with the terms of this Agreement and the permit, solely for the purpose of installation and maintenance of cellular telephone transmitting and receiving facilities and associated equipment and structures.

b. **Non-interference with City use.** Cellular shall use the premises in a manner which is at all times subordinate to and consonant with City's use of the premises. Cellular shall not interfere in any manner with City's use of the premises. In the event of an emergency, City shall have the right to bar access to the premises for the duration of the emergency and any period reasonably necessary thereafter to remedy the effects of the emergency. If access is barred, City shall consider a reasonable request from Cellular for access to its equipment for necessary emergency service or repairs to its equipment and structures.

c. **Non-interference with City communications.** Cellular agrees and understands that City maintains a communications system, including associated installations and equipment, which provides routine and emergency communications with its officers and employees, as well as officers and employees of other jurisdictions, and that it is imperative that there be no interference with that system by virtue of Cellular's use of the premises. Cellular's maximum effective radiated power shall not exceed fifty (50) watts. The Cellular frequencies at the site shall be within 870 to 880 MHZ and may include 891.5 MHZ.

d. **Nuisance.** Cellular shall at all times conduct its use of the premises in such a manner that it shall not constitute a public or private nuisance.

e. **Non-interference with Cellular use.** Subject to all other provisions of this Agreement, and subject to City's right to grant other or additional permits, City shall exercise its best efforts to avoid interference with Cellular's use of the premises. Prior to granting other or additional permits, City shall give notice to Cellular in order to forestall interference.

6. ENTITLEMENTS.

Cellular shall at its sole and exclusive expense, obtain all necessary local land use entitlements, building permits, and other County, State or Federal permits. This Agreement shall not be construed as a waiver of any requirement, fee or procedure required to obtain any such entitlement or permit.

7. CONSTRUCTION REQUIREMENTS.

a. **Location of equipment and structures.** The initial location of the equipment and structures to be installed by Cellular shall be in the sole and exclusive discretion of City. In the event City thereafter determines that equipment or structures need to be moved, City shall meet and confer with Cellular to discuss.

b. **City approval of plans, specifications, and design.** Cellular shall submit to City complete plans and specifications, including detailed site plans, for the structures and equipment to be installed on the premises. City shall have absolute discretion to specify design and aesthetic requirements. The plans and specifications and site plan shall also be part of Exhibit A. Any damage to City facilities during construction will be promptly repaired by Cellular. Construction and installation of equipment will be completed within ninety (90) days of City plan approval.

c. **Seismic safety.** Because Cellular's equipment will, in part, be located above ground level in areas where falling heavy equipment would likely result in personal injury or death, and property damage, Cellular shall employ professional services of qualified engineers for the purpose of investigation of the seismic risks at each site, and for recommendations concerning measures required to strengthen attachment methodology and mechanisms in order to mitigate the identified risks. Cellular shall consult with City prior to selecting an engineer, and shall furnish to City a copy of all reports and recommendations of the engineer, together with any supporting data, calculations or studies upon which the engineer has based conclusions and findings. City shall have the right to approve or disapprove the report and recommendations, and City's approval shall be a condition of issuance of any required building permit.

d. **Costs of inspection.** The parties agree and understand that during the course of construction, City will be required to provide on-site supervision and inspection services, because of the existence of City water facilities on the premises and because Cellular will be performing work on and around City's facilities. Cellular shall, upon billing by City, promptly pay the entire cost of such on-site supervision and inspection services as are directly related to the construction activities of Cellular, during the course of construction and until final City inspection and approval. City's reimbursement rate shall be \$30.00 per hour. The total reimbursement shall not exceed a total sum of \$2,400.00.

8. MAINTENANCE.

Cellular shall at all times during the term of the permit maintain its equipment and structures, and all associated equipment on the premises in good, safe operating order. City shall provide Cellular access to the premises, subject to reasonable security measures as may be required by City from time to time. Access above ground level will be provided by advance notice, by calling the Water Division's Maintenance Section at 449-5226.

9. INSURANCE; LIABILITY; INDEMNIFICATION.

a. **Insurance.** At all times during the term of the permit, Cellular shall maintain liability, workers compensation and other insurance in the form and in the amounts specified on Exhibit C, attached hereto and incorporated herein by this reference. Cellular shall provide to City a certificate evidencing such coverages on a form provided by City. In any public liability policy covering personal injury or property damage, City shall be named as an additional insured at no cost to City. Each policy of insurance shall provide that there shall be no cancellation of coverage under the policy unless and until City has been provided with thirty (30) days' written advance notice of cancellation.

b. **No City liability for loss or damage to Cellular equipment or structures.** In the event that Cellular's equipment or structures installed on the premises are damaged in any way, irrespective of the cause, City shall not be liable therefor and Cellular shall have no claim or right against City for the costs of repair or replacement. This clause is intended as a complete release of liability in favor of City, including without limitation all claims whether known or unknown, liquidated or unliquidated, contingent or absolute. Cellular has knowledge of and understands the terms and effect of California Civil Code Section 1542, and voluntarily waives the benefit of the terms of that statute.

c. **Indemnification and defense of City.** Cellular shall indemnify, defend and hold harmless City and its officers, employees and agents, from and against any and all claims, losses, liabilities, or damages, including payment of attorney fees, whether for personal injury or property damage, arising out of or in any way directly or indirectly related to or resulting from the installation, maintenance or operation of Cellular's equipment on the premises, or any action or activity of Cellular or its officers, employees, or agents relating to the performance of the terms of this Agreement or the permit, irrespective of whether caused in part by City, its officers, agents or employees, except where City's actions constitute wilful misconduct.

10. TAXES.

Cellular shall pay all personal property taxes assessed upon its equipment and structures, and any possessory interest or other property tax imposed on Cellular or City by virtue of or relating to the installation, maintenance or operation of Cellular's equipment on the premises. In the event that the Sacramento County Assessor requires preparation and filing of any form of tax exemption application due to the existence on the premises of Cellular's equipment or structures, Cellular agrees to pay the entire cost of preparation and processing of such applications, including reasonable attorney fees associated therewith.

11. EFFECTIVE DATE.

The effective and operative date of this Agreement shall be _____, 1990. Provided, however, that this Agreement shall be of no force or effect and shall be deemed terminated without liability to City if Cellular fails to obtain any entitlement, permit

or approval required for the installation of its equipment or structures, or if Cellular fails to obtain final City approval of the installation.

12. ASSIGNMENT.

Cellular shall not have the right to assign its permit, or its rights under this Agreement, in whole or in part, without the prior written consent of City. Any attempt to do so shall be void, and cause for immediate termination of the Agreement and revocation of the permit. City agrees not to withhold consent to an assignment to an entity which acquires Cellular's business or is an affiliate or subsidiary of Cellular and has met the financial requirements of the FCC and CPUC.

13. NOTICES.

a. To City:

City Manager
915 "I" Street, Room 101
Sacramento, CA 95814

b. To Cellular:

Cellular One
1750 Howe Avenue, Suite 320
Sacramento, CA 95825

14. NO AGENCY RELATIONSHIP

Nothing in this Agreement or the permit shall be construed to create any relationship between the parties other than that of a permitting agency and a permittee as to the premises. Cellular is not an agent of City in performing the terms of this Agreement or in operating under the permit.

DATED: _____

CITY OF SACRAMENTO

By _____
WALTER J. SLIPE
City Manager

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

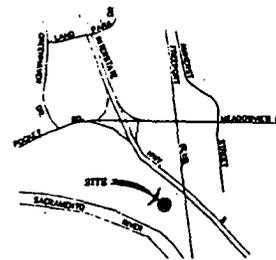


WILLIAM P. CARRAZZO
Senior Deputy City Attorney

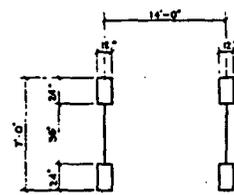
CELLULAR ONE

By _____

Title _____

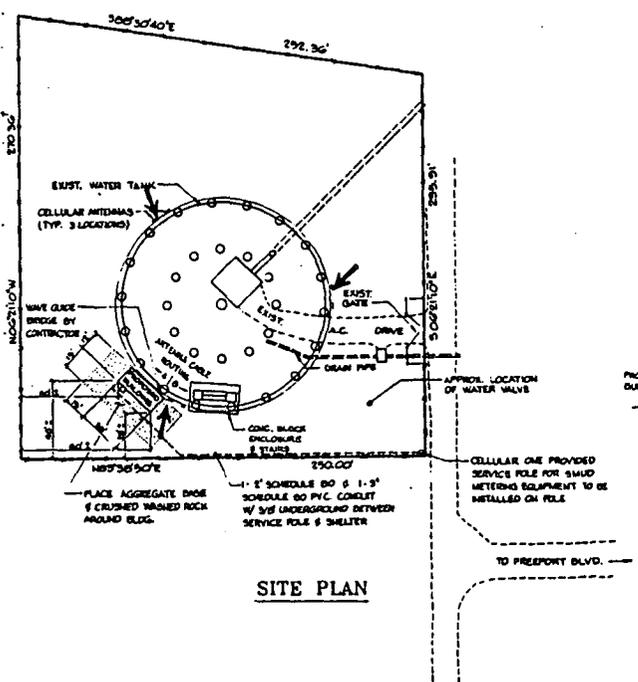


VICINITY MAP
NOT TO SCALE

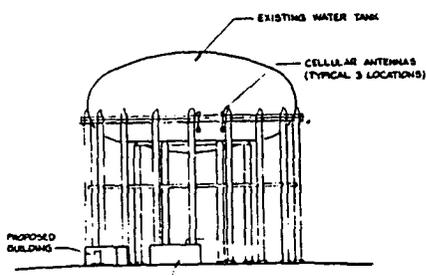


ANTENNA TYPE DECIBEL PRODUCTS
2 LOCATIONS DB-854
1 LOCATION DB-802

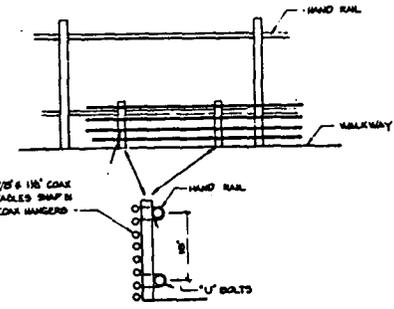
CELLULAR ANTENNA DETAIL
NOT TO SCALE



SITE PLAN



EXTERIOR ELEVATION
SCALE: 1" = 40'



CABLE SUPPORT DETAIL
NOT TO SCALE
(SEE GEN. NOTE 6)

SITE DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE, LYING, AND BEING IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SECTION 11, TOWNSHIP 7 NORTH, RANGE 4 EAST, M.D.B.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A ONE AND ONE-HALF INCH IRON PIPE MONUMENT STAMPED P.L.E. 2873, FROM WHICH A SIMILAR IRON PIPE MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 11 AND BEING A POINT ON THE CENTERLINE OF MEADOWVIEW ROAD BEARS NORTH 83°38'50" EAST 180.00 FEET TO A POINT ON THE CENTERLINE OF THE TRACK OF THE SOUTHERN PACIFIC RAILROAD, NORTH 08°21'10" WEST 2320.88 FEET ALONG SAID CENTERLINE TRACK TO A POINT ON THE CENTERLINE OF SAID MEADOWVIEW ROAD AND ON THE NORTH LINE OF SAID SECTION 11 AND NORTH 88°40'10" EAST 1022.82 FEET ALONG THE CENTERLINE OF SAID MEADOWVIEW ROAD AND ALONG THE NORTH LINE OF SECTION 11 TO THE NORTHEAST CORNER OF SAID SECTION 11; THENCE FROM SAID POINT OF BEGINNING SOUTH 83°38'50" WEST 250.00 FEET; THENCE NORTH 08°21'10" WEST 270.38 FEET TO A POINT ON THE SOUTHERN LINE OF A FARM ROAD; THENCE ALONG SAID SOUTHERLY LINE OF SAID FARM ROAD SOUTH 88°30'40" EAST 251.38 FEET; THENCE PARALLEL TO SAID CENTERLINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD SOUTH 08°21'10" EAST 239.91 FEET TO THE POINT OF BEGINNING.

PROPERTY OWNER

CITY OF SACRAMENTO
913 T STREET
SACRAMENTO, CALIFORNIA

SITE ADDRESS

CITY OF SACRAMENTO
FREEPONT RESERVOIR
7700 FREEPONT BLVD.
SACRAMENTO, CALIFORNIA
ASSESSOR'S PARCEL NO. 31-800-17

BUILDING OWNER

SACRAMENTO CELLULAR
1750 HOWE AVE.
SACRAMENTO, CA

POWER COMPANY

BOB BUNGEE
S.M.U.O.
1708 59th STREET
SACRAMENTO, CA. 95817
(916) 732-9775

GENERAL NOTES

- ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING, BRACING AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL SAFETY ORDINANCES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ARCHITECT/ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH THE WORK.
- ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT, REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF OWNER'S REPRESENTATIVE.
- OWNER TO PROVIDE SOILS REPORT UPON REQUEST BY CONTRACTOR. IF FOUNDATION DESIGN IS ALTERED BY SOILS REPORT - SOILS REPORT WILL TAKE PRECEDENCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION AND INSTALLATION OF A TEMPORARY POWER FACILITY.
- ACCESS TO THIS PARCEL IS THROUGH LANDS OWNED BY THE CITY OF SACRAMENTO. CONVEYANCE MUST INCLUDE AN APPURTENANT EASEMENT FOR INGRESS AND EGRESS.
- CABLE SUPPORT DETAIL PROVIDED BY CELLULAR ONE IS INCLUDED HEREON FOR REFERENCE ONLY. CONTRACTOR SHALL CONTACT CELLULAR ONE FOR ALL PLANS, DETAILS, AND STRUCTURAL CALCULATIONS REGARDING CABLE SUPPORTS.

DESIGN BY: _____
CHECK BY: O.K. _____
DATE: 8/15/10

REVISION	DATE	DESCRIPTION

VAIL ENGINEERS • ARCHITECTS • PLANNERS • SURVEYORS
SACRAMENTO 916.429.3322 WALKHUT CREEK 916.931.0941 TAYLOR CITY 916.943.5117 ANTIPOCH 916.724.7000

EXHIBIT "A"
SITE PLAN
FREEPONT CELLULAR ONE SITE
CITY OF SACRAMENTO SACRAMENTO COUNTY CALIFORNIA

DATE: SEPT. 1992
SCALE: AS NOTED
SHEET: 1 OF 3
NO. 29104

EXHIBIT "B"

REVOCABLE PERMIT

This revocable permit is granted to ACC McCaw Cellular of Sacramento (dba Cellular One), 1750 Howe Avenue, Suite 320, Sacramento, CA 95825, for the purpose of installing antennas and related facilities at the following:

Freeport Reservoir
7788 Freeport Boulevard
Sacramento, CA
APN: 031-0200-017

This revocable permit is issued under the authority of City Council Resolution No. _____, covering this and two other locations, and is part of the Agreement for Issuance of Revocable Permit for this specific location which specifies all the terms and conditions of the permit and refers to the permit as Exhibit "B".

This permit is effective only after the applicant files with the Risk Management and Insurance Division of City of Sacramento, the insurance certificates required by the Agreement for Issuance of Revocable Permit.

RE2-05LS.C

INSURANCE REQUIREMENTS. During the duration of this Agreement Cellular One shall maintain the following noted insurance:

<u>Coverage</u>	<u>Required</u>	<u>Not Required</u>
Broad Form Comprehensive Liability	<u>X</u>	<u> </u>
Business Auto Liability	<u>X</u>	<u> </u>
Worker's Compensation & Employers' Liability	<u>X</u>	<u> </u>
Professional Liability (Errors and Omissions)	<u> </u>	<u>X</u>

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0404 (Broad Form Comprehensive General Liability);
- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) (Automobile Liability, code 1 "any auto");
- (3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability insurance.
- (4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.

B. Minimum Limits of Insurance

Cellular One shall maintain limit no less than:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers' Liability limit of \$1,000,000 per accident.
- (4) Professional Liability (Errors and Omission): \$ 0 combined single limit per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverage only, provided, however, that in no event will a carrier with a rating below B:IX be acceptable.

E. Verification of Coverage

Cellular One shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be forwarded to the City representative named in Exhibit D.

F. Payment Withhold

The City will withhold payments to Cellular One if certificates of insurance and endorsements required in Paragraph E above have not been provided.

**CITY OF SACRAMENTO
CERTIFICATE OF INSURANCE**

This is to certify to the CITY OF SACRAMENTO that the insurance policies listed below have been issued to the named insured and are in force at this time.

NAMED INSURED: _____

ADDRESS: _____

DESCRIPTION OF CONTRACT: _____

TYPE OF INSURANCE	INSURER AND POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			Each Occurrence	Aggregate
GENERAL LIABILITY <input type="checkbox"/> Comprehensive General <input type="checkbox"/> Liquor Liability <input type="checkbox"/> Contractual <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage			BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ _____ DEDUCTIBLE \$ _____	
AUTOMOBILE LIABILITY <input type="checkbox"/> Owned, Non-Owned and Hired Automobiles			BODILY INJURY (EACH PERSON) \$ _____ BODILY INJURY (EACH ACCIDENT) \$ _____ PROPERTY DAMAGE \$ _____ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ _____	
UMBRELLA LIABILITY <input type="checkbox"/> Umbrella/Excess Liability			SINGLE LIMIT \$ _____ SELF-INSURED RETENTION \$ _____	
WORKERS' COMPENSATION <input type="checkbox"/> Workers' Compensation and Employers Liability			EMPLOYERS LIABILITY LIMIT \$ _____	
FIRE <input type="checkbox"/> Fire & Extended Coverage Perils			AMOUNT OF INSURANCE \$ _____	
MISCELLANEOUS COVERAGES <input type="checkbox"/> Aircraft Liability (including passenger injuries) <input type="checkbox"/> Garagekeepers Legal Liability <input type="checkbox"/> Watercraft Liability <input type="checkbox"/> Professional Liability			BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____ AMOUNT OF INSURANCE \$ _____ BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____ AMOUNT OF INSURANCE \$ _____	
OTHER COVERAGE (indicate)				

THE FOLLOWING PROVISIONS APPLY:

- None of the above described coverages will be cancelled, reduced or non-renewed until after 30 days written notice has been given to the Risk Management Manager, City of Sacramento.
- The City of Sacramento, its officials, agents and employees are named on all liability policies described above (except professional liability policies) as additional insureds as respects all operations performed for the City of Sacramento by or on behalf of the named insured.
- The above policies include a severability of interests clause.

Any liability insurance maintained by the City of Sacramento will apply only in excess of the liability insurance coverages and limits described above.

DATE ISSUED: _____

AUTHORIZED REPRESENTATIVE OF INSURANCE CO. _____

Address _____



3

DEPARTMENT OF
PUBLIC WORKS

OFFICE OF THE DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

CITY HALL
ROOM 207
915 I STREET
SACRAMENTO, CA
95814-2673

916-449-5283

ADMINISTRATION
916-449-8747

March 12, 1991

Transportation and Community Development Committee/
Budget & Finance Committee
Sacramento, California

Honorable Members In Session:

SUBJECT: AIR QUALITY/PARKING MANAGEMENT STUDY

SUMMARY

Staff was directed to develop a work program to identify permanent, long-term changes in downtown parking management policies with the potential to assist in improving local air quality. This direction was later expanded to include consideration of all of Sacramento County and to seek the participation of Sacramento County and the Air Quality Management District (AQMD) in funding and management of the study.

While direction, scope, and management of an Air Quality/Parking Management Study have been agreed upon by the staff of all parties in concept, an actual commitment to participate from the County has not yet been obtained. This report recommends that the Committee approve a resolution in support of the study and publicly urge the County and the AQMD to join with the City in funding and managing the study.

BACKGROUND

Concurrent with the approval of a Special Permit for the Wells Fargo building on January 23, 1990, the City Council directed staff to recommend a series of short-term (interim) changes to parking policies in the Central Business District designed to discourage single-occupant vehicle use and therefore improve air quality in the downtown and the region.

Staff issued four reports leading up to the adoption of interim parking policies by the City Council. These reports were: (1) "Improving Air Quality Through Parking Policies (March 27); (2) "Air Quality / City & Regional Parking Policies" (May 1); (3) "EPA Advance Notice of Proposed Rulemaking Relating to Air Quality in

Sacramento" (May 1); and (4) "Air Quality/City and Regional Parking Policies" (May 29). The thirteen interim policies were adopted by the Council on May 29, 1990.

Also pursuant to direction from the Council, staff began the development of a process to conduct a more in-depth assessment of parking policies. Staff obtained an agreement in principle from County and AQMD staff to participate in a countywide policy study, and worked with them to formulate an approach. Through these joint efforts, staff developed a work program, total budget and tentative cost-sharing agreement, joint management structure, and a preliminary request for proposals (RFP) document for the procurement of consulting services. Also during this period, there was active involvement by ECOS Parking Forum members, the Planning and Conservation League, downtown merchants, and other interested groups.

The purpose of the study is to (1) analyze alternative parking management strategies in order to determine their effectiveness, cost, impact, and approach to implementation; (2) achieve a consensus on the most effective and feasible strategies; and (3) identify all actions necessary for implementation. The anticipated participation of all interested groups and the general public should help ensure that potentially difficult policies will be implemented and achieve desired results.

As presently conceived, the parking management policy study would be conducted in support of other, broader air quality planning efforts including AQMD's Air Quality Attainment Plan, which includes a Transportation Control Measure (TCM) Program. The TCM program, now in draft form, targets various parking control actions at a qualitative level, but deliberately allows for more detailed input from the proposed parking management study.

Based on discussions with County Planning and AQMD staff, it was originally intended to seek final Council approval for the study in mid-February, 1991 and it was anticipated that this action would be accompanied with comparable action by the County Board of Supervisors. In particular, the AQMD was very supportive and had its funding share reserved.

However, on February 8, 1991, in a meeting of senior Sacramento County managers, a decision was made **not** to bring a resolution to the Board of Supervisors on behalf of the County's participation. This was apparently due to a combination of factors which include the County's current budget situation and questions regarding the potential applicability and effectiveness of parking control measures in suburban situations.

Given that the fundamental reasons for conducting the study have not changed, Staff is exploring various options at this time, though the intended approach is still viewed as the best way to proceed. A proposed Council Resolution expressing support for the Air Quality/Parking Management Study is attached. In addition to reaffirming the Council's desire to proceed with the project, the Resolution strongly urges the County and the SMAQMD to participate in its funding and management.

FINANCIAL DATA

The City's contribution to the study, including project management and staff time, would total approximately \$325,000, to be drawn from the Alternative Modes Fund. Sacramento County's share of the study's cost would be approximately \$137,000, while the Air Quality Management District would be expected to contribute \$121,000. The fiscal impact to the City of implementing the recommendations of the study would be evaluated as part of the study.

POLICY CONSIDERATIONS

The proposed study is intended to identify and recommend parking management policies having the potential to improve air quality in Sacramento. Given that air quality is a regional issue, it is important that the study address parking strategies throughout the County in an evenhanded manner in order for any burden to be spread equitably among all potentially affected groups. Acceptance of the Study's conclusions will greatly depend on the perceived equity of its recommendations. Consequently, achieving the participation of the County should be a high priority.

MBE/WBE IMPACTS

There is no MBE/WBE impact associated with this report; however, during the course of consultant selection, every reasonable effort would be made to involve MBE and WBE firms.

Transportation and Development/
Budget and Finance Committee
AIR QUALITY/PARKING MANAGEMENT STUDY
March 12, 1991
Page 4

Transportation and Development/
Budget and Finance Committee
AIR QUALITY/PARKING MANAGEMENT STUDY
March 12, 1991
Page 4

RECOMMENDATION

Staff recommends that the Joint Committee approve this report and forward to the full City Council the attached resolution.

Respectfully submitted,



MICHAEL M. DAVIS
Director of Planning and Development



MELVIN H. JOHNSON
Director of Public Works

Recommendation Approved:



JACK R. CRIST
Deputy City Manager

March 12, 1991
All Council Districts

Contact Person:
Robert Lee, Deputy Director of Public Works
(916) 449-5283

SACRAMENTO AIR QUALITY/PARKING MANAGEMENT STUDY

PROJECT SUMMARY

PURPOSE AND NEED

The Sacramento Region is presently classified as an air quality non-attainment area under federal and state law, a condition which is heavily, if not primarily, the result of motor vehicle emissions.

Sacramento is presently moving away from attainment of federal and state air quality standards. Recent legislation and litigation have resulted in renewed efforts to draft air quality attainment plans for the region.

Given that technological solutions to vehicle emissions have produced only partial results to date, other strategies aimed at discouraging single occupant driving and encouraging alternative modes (car pooling, mass transit, etc.) have been proposed. These strategies have been termed "transportation control measures," or TCMs.

Changes in the availability, cost, and convenience of parking have been named by advocates to be among the most effective TCM strategies--that is, potentially producing the greatest shift away from single occupant vehicle travel.

While parking is mentioned in existing City and County TSM ordinances, little if any real policy analysis regarding parking as a strategic approach to air quality management has been done.

Selected parking management strategies have been explored and implemented in numerous locations around the country, but there have been limited attempts to define entire air quality programs around these strategies.

Given repeated expressions of interest by air quality officials in parking management options and their apparent potential for producing real change, the City of Sacramento (City), the Sacramento Metropolitan Air Quality Management District (AQMD), and the County of Sacramento (County) believe it appropriate and useful to conduct a detailed study of parking management options in order to identify and implement those strategies likely to yield the greatest results within acceptable cost and impact constraints.

PURPOSE

The purpose of the Sacramento Air Quality/Parking Management Study is to develop a strategic policy plan to improve air quality in the Sacramento Region through the establishment of parking strategies throughout the County that encourage alternative modes of travel.

PURPOSE (Con'd)

It is intended that the study result in a series of specific policy recommendations addressing such issues as parking supply, pricing, allocations of spaces to specific user groups, zoning standards, etc. Suburban areas are to receive attention comparable to urban areas.

The study is provide the basis for selecting specific strategies for inclusion

SACRAMENTO AIR QUALITY/PARKING MANAGEMENT STUDY

PROJECT SUMMARY (Con'd)

in a draft strategic implementation plan to be considered for approval by the legislative bodies of the City, AQMD, and County.

Further, the results of the study are to provide critical material necessary for the completion of the near-term and medium-term components of the County's Air Quality Attainment Plan, now under preparation by the AQMD and due to be released in draft form in 1991. AQMD staff acknowledge that portions of this plan will remain incomplete until the parking study has been completed.

MANAGEMENT AND FUNDING RESPONSIBILITIES

The study will be jointly and cooperatively sponsored and funded by the three governmental bodies having transportation, land use, and air quality jurisdiction in all or some portion of Sacramento County.

Funding for the study is anticipated to total approximately \$500,000 and will be divided among the City, the County, and the AQMD in roughly the proportions of 50%/25%/25%. The bulk of the funding will be used to obtain the services of a multidisciplinary consulting team to conduct analysis and provide facilitation throughout the study.

Day to day staff management of the study will be assigned to the following specific agencies or departments:

- o City Department of Public Works
- o AQMD Planning Department
- o County Planning Department

A Policy Advisory Committee comprised of six (6) standing policy makers, including elected officials and their appointees to relevant commissions, will be convened to provide policy direction for the study. It is anticipated that the PAC will address major questions of study direction, content and product, and

SACRAMENTO AIR QUALITY/PARKING MANAGEMENT STUDY

PROJECT SUMMARY (Con'd)

MANAGEMENT AND FUNDING (Con'd)

will review and comment on interim results. Most important, the PAC will evaluate policy options and make recommendations for inclusion in final study documents.

The Policy Advisory Committee will include representatives from:

- o City Council (Also representing RT)
- o County Board of Supervisors (Also representing the AQMD Board)
- o Environmental Commission
- o City Planning Commission
- o County Planning Commission
- o Sacramento Housing and Redevelopment Commission

David Martinez, Deputy City Manager, will facilitate meetings of the PAC.

A Technical Advisory Committee will be convened to provide technical oversight for the study. It is expected that the TAC will review the technical progress of the consultant team and assist in framing agendas for the Policy Advisory Committee. Membership in the TAC will be open to all interested public agencies and private organizations, and may include:

- | | |
|------------------------------|---------------------------|
| o City Agencies | o ECOS |
| o County Agencies | o Cleaner Air Partnership |
| o AQMD Staff | o SOCA |
| o SACOG | o Downtown Merchants |
| o RT | o Chambers of Commerce |
| o SHRA | o BIA |
| o Caltrans | o Labor Organizations |
| o US GSA | o Other Interested Groups |
| o CA Dept. of Genl. Services | |
| o Air Resources Board | |

AREA OF STUDY

The study will consider the full extent of Sacramento County when evaluating candidate parking management strategies. The effects of these strategies on interactions with neighboring counties will be addressed in the technical analysis.

WORK PROGRAM

The study work program, presented in detail in the Request for Proposals document which will be used to solicit consultant proposals, will contain six basic tasks:

1. Initial Investigations and Scoping
2. Acquire/Develop Necessary Data and Analytical Methods
3. Identify and Characterize Potential AQ/PM Strategies

SACRAMENTO AIR QUALITY/PARKING MANAGEMENT STUDY

PROJECT SUMMARY (Con'd)

4. Analyze and Evaluate Candidate Strategies
5. Develop a Strategic Implementation Plan
6. Develop Post-Study Monitoring Procedures

It is anticipated that the selected consultant team will meet at least monthly with the PAC and TAC, and more frequently with agency management staff. Public meetings will be held at key points in the study.

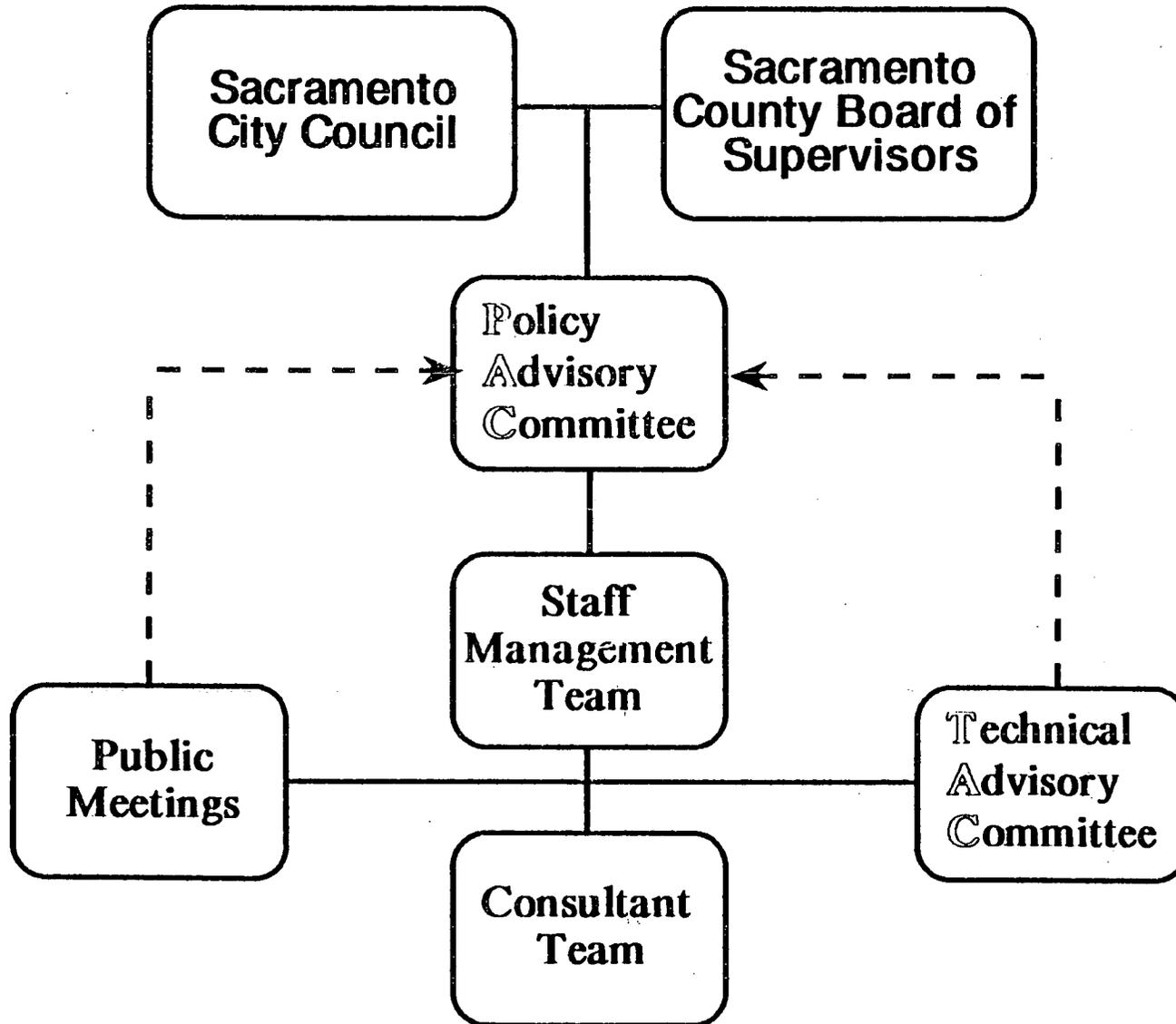
Key documents prepared during the study will include:

- o Consensus list of issues and options
- o Evaluation Methodology
- o Detailed descriptions of promising strategies
- o Results of detailed evaluation of promising strategies
- o Record of adoption of preferred strategies and basis
- o Strategic Implementation Plan

SCHEDULE

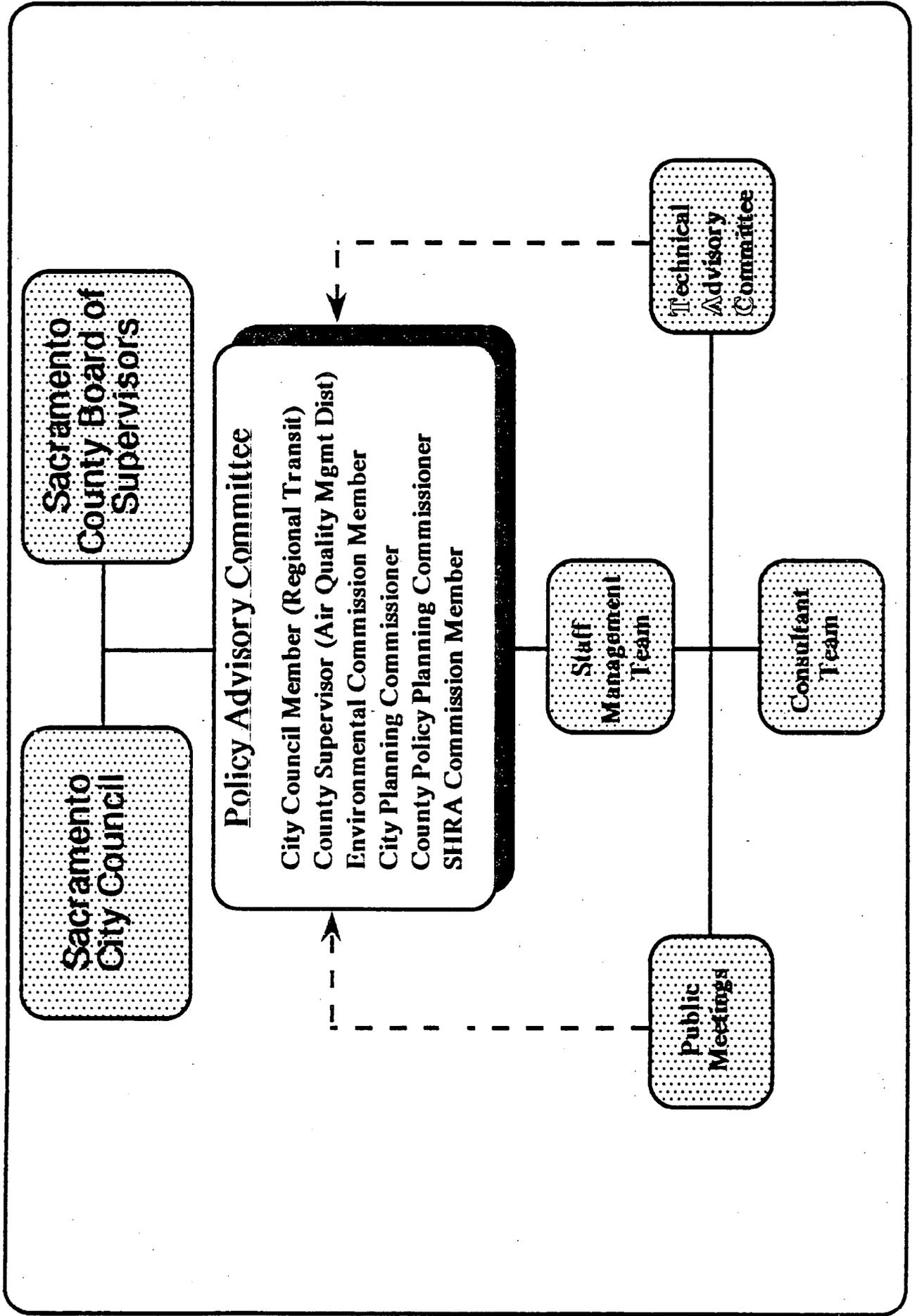
A current schedule for the study calls for authorization of funding in April 1991, to be followed by a consultant selection process ending with a selected consultant by late May, 1991. Study should be underway by late June or July, 1991. The study is anticipated to require approximately one year to complete.

Sacramento Air Quality/Parking Management Study Project Management Structure



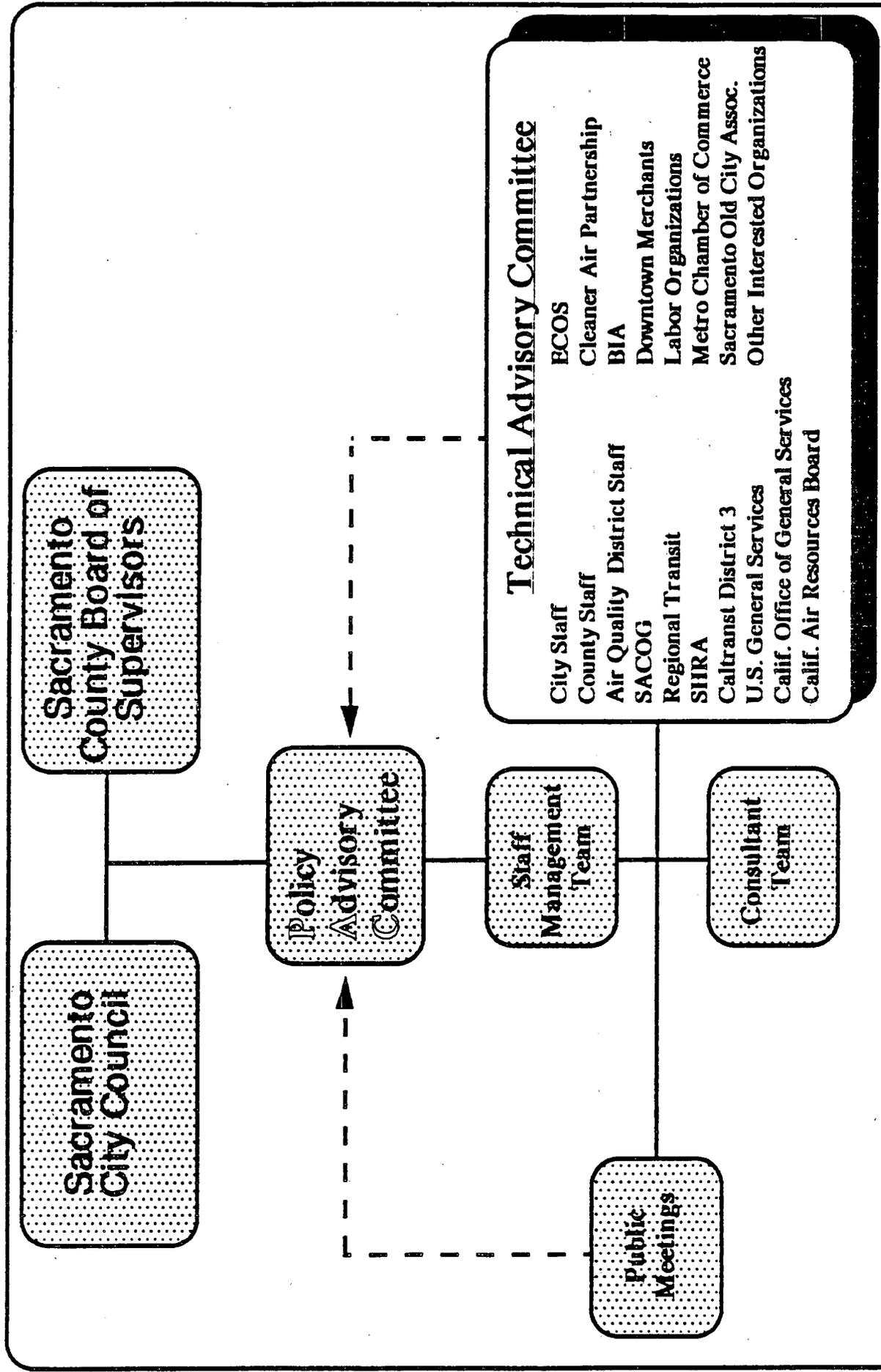
Sacramento Air Quality/Parking Management Study

Project Management Structure



Sacramento Air Quality/Parking Management Study

Project Management Structure



RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION OF INTENT TO CONDUCT AN AIR QUALITY/PARKING MANAGEMENT STUDY AND REQUEST FOR PARTICIPATION BY THE COUNTY OF SACRAMENTO AND THE SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT.

WHEREAS, the Sacramento area is a non-attainment area for state and federal ozone and carbon monoxide air quality standards; and

WHEREAS, protecting the quality of life in the Sacramento region is essential to its continued economic development; and

WHEREAS, the Sacramento region is undergoing rapid growth which places additional pressure on efforts to improve air quality; and

WHEREAS, indirect sources of air pollution such as roads, highways, and parking supplied at traffic-generating developments, both new and existing, are a major cause of vehicle-generated air pollution in the Sacramento area; and

WHEREAS, pursuant to the California Clean Air Act of 1988 and the U.S. Clean Air Act of 1990, the SMAQMD is now in the process of preparation a Regional Air Quality Attainment Plan and, further, parking supply management is identified as a near-term control strategy and parking pricing is identified as a mid-term control strategy in that plan; and

WHEREAS, the Environmental Protection Agency has issued an Advance Notice of Proposed Rulemaking suggesting that they may bypass local control issue a Federal Implementation Plan (FIP) aimed at addressing air quality problems in the Sacramento region; and

WHEREAS, the EPA has identified parking as a promising strategy for inclusion in a State Implementation Plan (SIP) or FIP; and

WHEREAS, approval of various proposed flood control strategies by the EPA may require air quality mitigation measures, including parking controls; and

WHEREAS, the City and the County of Sacramento, and cities and counties generally, have independent authority to regulate land use within their respective jurisdictions, yet land use decisions have an impact on transportation, and air quality; and

WHEREAS, parking management strategies, as with most indirect source control strategies, can only be effective if they are implemented in an even-handed manner throughout an affected air basin; and

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

WHEREAS, there is a need to clearly identify, study, and implement only those parking management strategies which can produce useful results in an equitable fashion throughout the Sacramento region while minimizing adverse economic and neighborhood impacts; and

WHEREAS, at Council direction, a work program, budget, management plan, and request for consultant proposals document for a detailed air quality/parking management study have been developed through the joint efforts of City, County, and SMAQMD staff;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the Council of the City of Sacramento support the need for the City, the County, and the SMAQMD to coordinate, cooperate, and pool their efforts, funding, and expertise to achieve a united approach to reduce transportation-related air pollution through application of parking management strategies equitably throughout the County;

BE IT FURTHER RESOLVED that the proposed study of air quality/parking management strategies be undertaken as soon as reasonably possible to provide information necessary for the regional air quality attainment plan and any associated ordinances, policies, and procedures;

AND BE IT FURTHER RESOLVED that the County of Sacramento and the SMAQMD are strongly urged to join with the City in funding and managing this study.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____