



REPORT TO HOUSING AUTHORITY
City of Sacramento
915 I Street, Sacramento, CA 95814-2671
www.CityofSacramento.org

Public Hearing
December 7, 2010

Honorable Chair and Members of the Board

Title: 630 I Street Lease Agreement: Authorization to Enter into a Lease Agreement with the Housing Authority of the County of Sacramento to Consolidate the Housing Choice Voucher (HCV) Program Administrative Offices and to Solicit and Award Contracts for Tenant and Other Improvements for the Commercial Space

Location/Council District: 630 I Street, District 1

Recommendation: Adopt a **Housing Authority Resolution** authorizing the Executive Director or her designee to: 1) execute an architect and engineering contract with Van Tilberg, Banvard, and Soderbergh Architects for the design of the 630 I Street commercial space and to prepare the necessary bid documents for the construction of tenant improvements, 2) execute a construction management services contract with Turner Construction for the construction management and oversight of the commercial space tenant improvements, 3) issue a Request for Proposals (RFP) to competitively solicit and award professional services contracts, in a form approved by Agency Counsel, for consulting and design services to select furniture and layout to meet the varied needs of the HCV program administrative office, and to provide and install the selected furniture, subject to available project budget, 4) execute a contract utilizing the California Multiple Award Schedule (CMAS) for the 630 I Street project internet cabling, subject to available project budget, 5) award construction contract(s) (in a form approved by Agency Counsel) to the lowest responsive and responsible bidder(s), following a public bid, for tenant and other improvements and to make that space ready for occupancy by the HCV program at the 630 I Street commercial space, subject to available project budget, 6) execute the lease agreement, attached as Exhibit A, with the Housing Authority of the County of Sacramento, and 7) execute such additional documents and take such additional actions as reasonably necessary to ready the commercial space at 630 I Street for occupancy and to facilitate the relocation and consolidation of the HCV administrative offices, subject to available budget.

Contact: Nick Chhotu, Assistant Director of Housing, (916) 440-1334

Presenters: Nick Chhotu, Assistant Director of Housing

Department: Sacramento Housing and Redevelopment Agency (SHRA)

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Description/Analysis

Issue: Riverview Apartments, a 12-story mixed-use public housing development, is located at 626/630 I Street and was constructed in 1975. The first three floors are office/commercial, while floors four through twelve contain 108 housing units for elderly and/or disabled households. The building was in need of significant repair and, as a result, the Housing Authority transferred residents to other public housing developments in preparation to perform substantial deferred maintenance repairs to the building. In January 2010, Sacramento Housing and Redevelopment Agency (SHRA) moved its administrative offices to a building located at 801 12th Street. SHRA's administrative offices had been housed at the 626/630 I Street building since 1975 and the building is currently vacant.

In 2009 the Housing Authority was awarded a \$10 million American Recovery and Reinvestment Act competitive grant and SHRA committed an additional \$4.5 million of non public housing funds to perform the deferred maintenance work at Riverview Apartments. The work started in October 2010 and is anticipated to be completed by January 2012.

Over the past few years, SHRA has been exploring options to relocate its Housing Choice Voucher program (HCV) administrative offices. The existing HCV program offices are in two buildings located at 701 12th Street, and 1210 G Street, Sacramento. The building configuration lacks the capacity to support the staff and cannot be reconfigured to meet changing demands or enhance operationally efficiencies. HCV currently leases both buildings which contain 16,405 square feet of office and storage space. Both leases are subject to annual renewal options.

In 2009 SHRA utilized an experienced commercial real estate brokerage firm to assist in determining relocation options for the HCV program. The brokerage firm conducted a property search for future locations for the HCV program. All options were analyzed and financially underwritten. Options included purchase, build to suit, and leasing. After careful review and analysis of all the relocation options, staff currently recommends the option to lease 24,474 square feet of commercial space at 630 I Street as it provides the most financial and operational benefits to SHRA.

In early 2010, United States Department of Housing and Urban Development (HUD) staff conducted an onsite review of the existing HCV administrative offices and the proposed 630 I Street commercial space, HUD found no objection to the use of HCV administrative reserves for tenant improvements for 630 I Street commercial space.

The architectural firm for the 626/630 I Street residential and commercial project was selected through a competitive Request for Qualifications (RFQ) process. The residential portion of the project is now fully designed. This report recommends authorization to contract with the same design firm (Van Tilburg, Banvard, and Soderbergh Architects) for the commercial tenant improvement

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design services. This process will ensure continuity of the architectural and engineering design for the building which will lead to effective design coordination and construction cost efficiencies.

In addition to the design services, the Construction Manager/General Contractor for the 626/630 I Street residential project was also selected through a competitive RFQ process. This process considered the construction management costs as part of the selection criteria. This report recommends contracting with the selected firm, Turner Construction Company, for the commercial project. Once the design documents are completed for the commercial portion of the project, Turner Construction Company will publicly bid out all portions of the work to ensure cost-effectiveness of the construction.

A publicly advertised Request for Proposals (RFP) will be used to select a furniture vendor for the project. This vendor will provide design and consulting services to recommend the best furniture and layout to meet the varied needs of HCV program and its clients. The furniture vendor will also provide and install the selected furniture. Staff is proposing to use a California Multiple Award Schedules (CMAS) contract for the internet cabling.

Policy Considerations: The actions in this report are consistent with 2011 Public Housing Authority (PHA) Plan and will enable the Housing Authority of the City of Sacramento to continue to fulfill its mission to provide affordable housing and improve neighborhoods throughout the City of Sacramento. The Housing Authority of the City of Sacramento complies with applicable federal laws and regulations, including the Quality Housing and Work Responsibility Act of 1998 (QHWRA). No policy changes are recommended.

Environmental Considerations:

California Environmental Quality Act (CEQA): Tenant improvements and minor systems updates and refurbishment are categorically exempt from further review pursuant to CEQA Guidelines Section 15301 as the operation, repair, maintenance, or minor alterations of an existing structure or facility without expanding uses. The lease-related actions do not add any new information to the project which would change the environmental findings, and do not require additional environmental review.

National Environmental Policy Act (NEPA): The lease-related actions are categorically excluded under the National Environmental Policy Act (NEPA) pursuant to 24 CFR 58.35(a)(5) as the acquisition (including leasing) of an existing structure. Interior tenant improvements are also categorically excluded under NEPA pursuant to 24 CFR 58.35(a)(3)(iii).

Sustainability Considerations: The recommended actions would position the Housing Authority to achieve the goal within the City's

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Sustainability Master Plan to replace or renovate obsolete energy or resource inefficient infrastructure (buildings, facilities, systems, etc).

Other: N/A

Committee/Commission Action: *Sacramento Housing and Redevelopment Commission:* At its meeting on November 17, 2010, the Sacramento Housing and Redevelopment Commission considered the staff recommendation for this item. A public hearing was also heard at this time. The votes were as follows:

AYES: Burruss, Chan, Fowler, Gore, Johnson, Morgan, Otto, Rosa, Shah, Stivers

NOES: None

ABSENT: Morton

Rationale for Recommendation: Entering into a lease and tenant improvement agreement for the 630 I Street commercial space will improve the office environment for the Housing Choice Voucher program as staff is currently working in two different buildings. Space available for staff and clients will be increased substantially at the new building.

In addition, the proposed lease and tenant improvements are aligned with SHRA's goals for a new facility for the following reasons:

- Leasing a facility owned by Housing Authority of the City of Sacramento ensures the long-term presence of the HCV program in the downtown area,
- The 630 I Street facility is convenient to public transportation including a light rail station and several existing bus lines within walking distance.
- The site has adequate parking (property has 28 covered parking stalls) and is within walking distance of four (4) parking garages with 1,000 parking spaces,
- The proposed lease is a benefit to both the City and County Housing Authorities by providing long-term economic stability for the City property through the improvement and leasing of the commercial space, while providing the Housing Choice Voucher Program with a permanent administrative headquarters,
- Provides the Housing Authority with the flexibility to amend lease terms in response to changes in federal funding, and
- The lease is consistent with HUD's Asset Management Model regulations.

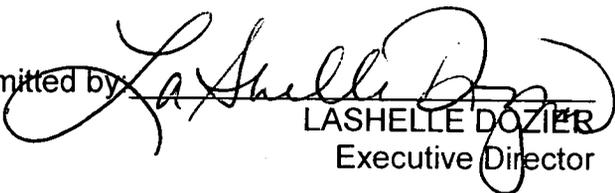
Financial Considerations: This project will have no fiscal impact for the Housing Authority of the City of Sacramento. All tenant improvements to the commercial space are the responsibility of the Housing Authority of the County of Sacramento

December 7, 2010

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The County Housing Authority report regarding this project recommends the allocation of \$2.5 million in Housing Choice Voucher Administrative Fee Reserves and \$2.0 million from the Mortgage Revenue Bond fund in the form of an internal advance to be repaid by the HCV Program over a seven-year period at an annual rate of 5%. These funds will serve as the required amount of \$4.5 million to construct the tenant improvements and to award contracts as necessary to ready the space for tenant occupancy.

M/WBE Considerations: Minority and Women's Business Enterprise requirements will be applied to all activities to the extent required by federal funding to maintain that federal funding.

Respectfully Submitted by 
LASHELLE DOZIER
Executive Director

Recommendation Approved:


CASSANDRA VINA
Interim City Manager

Approved as to form:


Agency Counsel

APPROVED AS TO FORM:

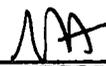
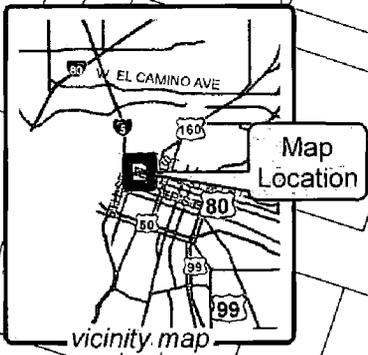
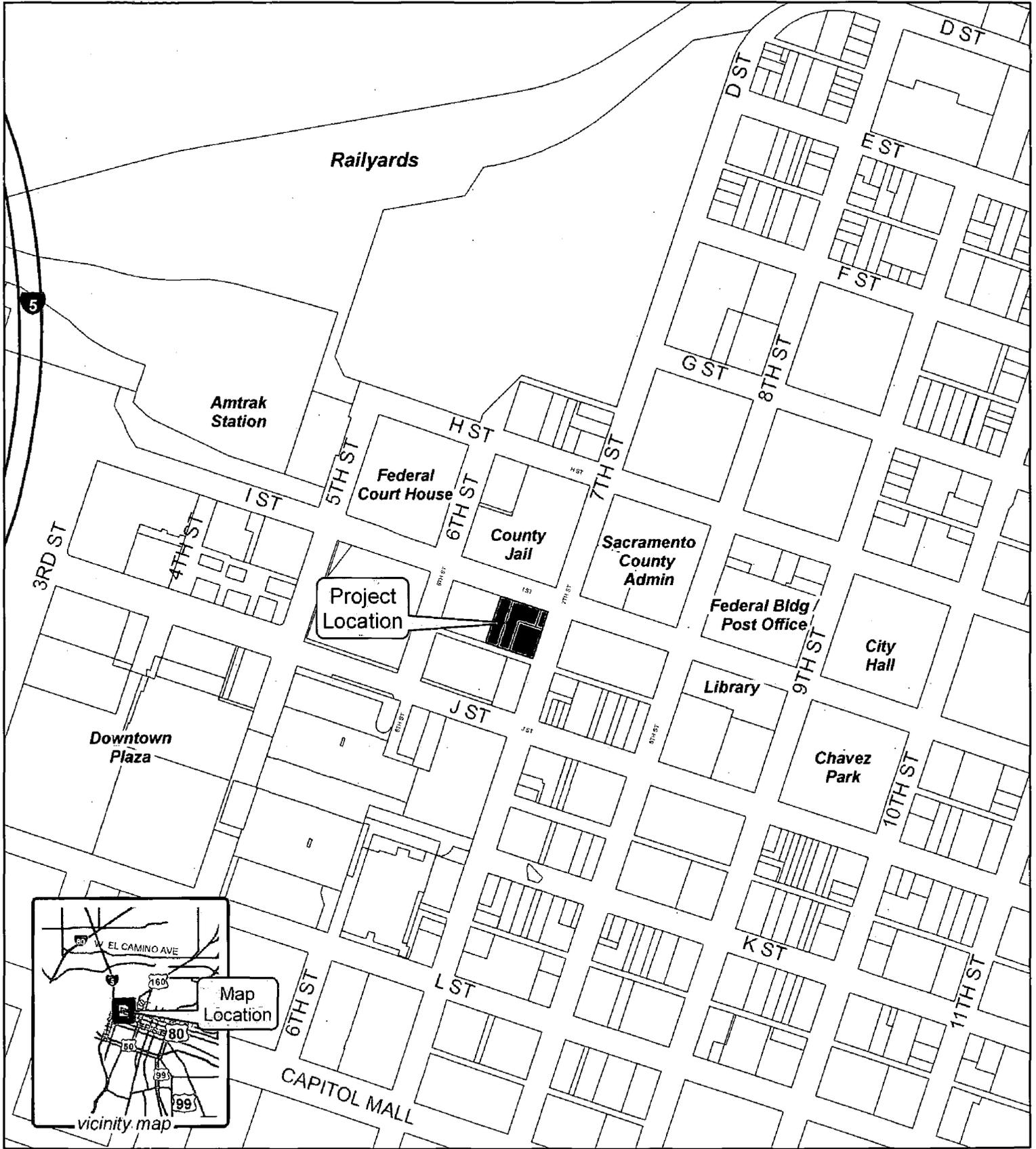

CITY ATTORNEY

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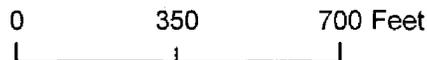
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ARRA Public Housing Transformation Project (Riverview Apartments)



626 / 630 I St



SHRA GIS
February 19, 2010

630 I Street Lease Agreement: Authorization to Solicit and Award contracts and enter into lease agreement

RESOLUTION NO. 2010 -

Adopted by the Housing Authority of the City of Sacramento

on date of

630 I STREET LEASE AGREEMENT: AUTHORIZATION TO ENTER INTO A LEASE AGREEMENT WITH THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO TO CONSOLIDATE THE HOUSING CHOICE VOUCHER (HCV) PROGRAM ADMINISTRATIVE OFFICES AND TO SOLICIT AND AWARD CONTRACTS FOR TENANT AND OTHER IMPROVEMENTS FOR THE COMMERCIAL SPACE

BACKGROUND

- A. The Housing Authority of the County of Sacramento Housing Choice Voucher (HCV) Program administrative offices currently occupies two buildings.
- B. Riverview Apartments, constructed in 1975, is a conventional public housing development located at 630 I Street, Sacramento, California, in which the first three floors are office/commercial. From 1975 through January 2010, the commercial space served as administrative offices for the Sacramento Housing and Redevelopment Agency (SHRA), a joint powers agency whose constituent members include the Housing Authorities of the City and the County of Sacramento.
- C. Over the past few years, SHRA, on behalf of the Housing Authorities, have explored options to relocate its Housing Choice Voucher program (HCV) administrative offices. The existing HCV program administrative offices are located in two buildings located at 701 12th Street, and 1210 G Street, Sacramento. The building configuration lacks the capacity to support the staff and cannot be reconfigured to meet changing demands or enhance operational efficiencies. HCV currently leases both buildings which contain 16,405 square feet of office and storage space that are subject to annual renewal options.
- D. In 2009 SHRA utilized an experienced commercial real estate brokerage firm to assist in determining relocation options for the HCV program. The brokerage firm also conducted a property search for future locations for the HCV program. All options were analyzed and financially underwritten. Options included purchase, build to suit and leasing. After careful review and analysis of all the relocation options, it was determined that the lease option of 630 I Street commercial space provided the most financial and operational benefits.
- E. The architectural firm for the 626/630 I Street residential project was selected through a competitive Request for Qualifications (RFQ) process. The residential portion of the project is now fully designed. Contracting with the

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same design firm (Van Tilburg, Banvard and Soderbergh Architects) for the commercial tenant improvement design services will ensure continuity of the architectural and engineering design for the building which will lead to effective design coordination and construction cost efficiencies.

- F. The Construction Manager/General Contractor, Turner Construction Company, was also selected for the 626/630 I Street residential project through a competitive RFQ process. Contracting with this competitively-selected firm for the construction management and oversight of the commercial tenant improvements will ensure continuity of the construction, coordination and construction cost efficiencies.
- G. Turner Construction Company, on behalf of the Housing Authority of the City of Sacramento, will publicly bid out all portions of the construction work for the commercial space of the 630 I Street Project in compliance with all federal and state law.
- H. The proposed acquisition of an existing building is not a project under the California Environmental Quality Act ("CEQA") in that the tenant improvements and minor systems updates and refurbishment are categorically exempt from further review pursuant to CEQA Guidelines Section 15301 as the operation, repair, maintenance, or minor alterations of an existing structure or facility without expanding uses. The lease-related actions do not add any new information to the project which would change the environmental findings, and do not require additional environmental review. The lease-related actions are categorically excluded under the National Environmental Policy Act (NEPA) pursuant to 24 CFR 58.35(a)(5) as the acquisition (including leasing) of an existing structure. Interior tenant improvements are also categorically excluded under NEPA pursuant to 24 CFR 58.35(a)(3)(iii).

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO RESOLVES AS FOLLOWS:

- Section 1. The above findings are true and correct and hereby adopted.
- Section 2. The Executive Director, or her designee is authorized to execute an Architect and Engineering contract with Van Tilburg, Banvard, and Soderbergh Architects for the design of the commercial space at 630 I Street and prepare the necessary bid documents for the construction of tenant improvements.
- Section 3. The Executive Director, or her designee, is authorized to execute a construction management services contract with Turner Construction for the construction management and oversight of the 630 I Street Project commercial space tenant improvements.
- Section 4. The Executive Director, or her designee, is authorized to issue a Request for Proposals to competitively solicit and award a contract, in a form

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approved by Agency Counsel, for space planning and consulting services to recommend the best furniture to meet the varied needs of HCV program administrative office, and to provide and install the selected furniture, subject to available project budget.

Section 5. The Executive Director, or designee, is authorized to execute a contract utilizing the California Multiple Award Schedules (CMAS) for the 630 I Street Project internet cabling, subject to available project budget.

Section 6. The Executive Director, or her designee, following public bid(s) is authorized to award to the lowest responsive and responsible bidder(s) construction contracts in a form approved by Agency Counsel, for tenant and other improvements for the commercial space at 630 I Street and to make that space ready for occupancy by the HCV program, subject to available project budget.

Section 8. The Executive Director, or her designee, is authorized to execute such additional documents and take such additional actions as reasonably necessary to ready the commercial space at 630 I Street for occupancy and to facilitate the relocation and consolidation of the HCV administrative offices, subject to available project budget.

Section 7. The Executive Director, or her designee, is authorized to execute the lease agreement, attached as Exhibit A with the Housing Authority of the County of Sacramento.

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Exhibit A: Lease Agreement

LEASE AGREEMENT

THIS LEASE, dated **September 1, 2012** is between the **HOUSING AUTHORITY OF THE CITY OF SACRAMENTO (LESSOR)**, and the **HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO (LESSEE)**.

IT IS AGREED:

1. LEASE TERM:

A. LESSOR grants to LESSEE a tenancy for Five (5) years, with three (3) five year options to extend the lease term, at the sole discretion of the LESSEE commencing approximately September 1, 2012 in the following property: approximately 24,474 square feet of gross rentable Space located at 630 I Street, Sacramento California, (“Premises”) in the Riverview Plaza Apartments Community, and incorporated herein by reference.

B. Either party shall have the right to cancel this Lease at no cost or penalty by giving the other party thirty (30) days written notice.

2. SCHEDULE:

A. The Lease term shall commence when the premises are prepared for occupancy, or the date LESSEE takes possession of the premises, whichever occurs first.

B. When the date of commencement of the term has been ascertained, the parties shall then execute the attached *Exhibit “A”* Confirmation of Lease Term.

3. RENTAL RATE:

Except for initial occupancy period, the yearly rental rate is paid annually in advance (rent includes utilities).as follows:

Initial occupancy (9/1/2012 – 12/31/2012): Free Rent plus Cost of Utilities
Year 1 (1/1/2013 – 12/31/2013): \$230,000 per year (includes base rent and parking)
Year 2 (1/1/2014 – 12/31/2014): \$240,000 per year (includes base rent and parking)
Year 3 (1/1/2015 – 12/31/2015): \$250,000 per year (includes base rent and parking)
Year 4 (1/1/2016 – 12/31/2016): \$260,000 per year (includes base rent and parking)
Year 5 (1/1/2017 – 12/31/2017): \$270,000 per year (includes base rent and parking)

First Option Period

Option year 1 (1/1/2018 – 12/31/2018): \$281,000 per year (includes base rent and parking)
Option year 2 (1/1/2019 – 12/31/2019): \$292,000 per year (includes base rent and parking)
Option year 3 (1/1/2020 – 12/31/2020): \$303,000 per year (includes base rent and parking)
Option year 4 (1/1/2021 – 12/31/2021): \$315,000 per year (includes base rent and parking)
Option year 5 (1/1/2022 – 12/31/2022): \$327,000 per year (includes base rent and parking)

Second Option Period

Option year 6 (1/1/2023 – 12/31/2023): \$340,000 per year (includes base rent and parking)
Option year 7 (1/1/2024 – 12/31/2024): \$352,000 per year (includes base rent and parking)
Option year 8 (1/1/2025 – 12/31/2025): \$366,000 per year (includes base rent and parking)
Option year 9 (1/1/2026 – 12/31/2026): \$379,000 per year (includes base rent and parking)
Option year 10 (1/1/2027 – 12/31/2027): \$393,000 per year (includes base rent and parking)

Third Option Period

Option year 11 (1/1/2028 – 12/31/2028): \$408,000 per year (includes base rent and parking)
Option year 12 (1/1/2029 – 12/31/2029): \$422,000 per year (includes base rent and parking)
Option year 13 (1/1/2030 – 12/31/2030): \$438,000 per year (includes base rent and parking)
Option year 14 (1/1/2031 – 12/31/2031): \$454,000 per year (includes base rent and parking)
Option year 15 (1/1/2032 – 12/31/2032): \$470,000 per year (includes base rent and parking)

4. USE:

- A. The Premises shall be used by LESSEE only as the Housing Authority of the County of Sacramento for commercial space located at 630 I Street to serve as administrative offices for the Housing Choice Voucher Program, but for no other uses without LESSOR's written consent.
- B. Hours of operation intentionally omitted.
- C. Security Requirements intentionally omitted.

5. ALTERATIONS BY LESSEE:

LESSEE may make no alterations to the leased premises without the prior written consent of LESSOR. All tenant improvements and fixtures shall be the property of the Housing Authority of the City when tenant terminates the contract.

LESSEE is responsible for all costs associated with tenant improvements.

LESSEE shall immediately pay all costs of labor, services and materials supplied in prosecution of any work to be done on the Premises, if such work is approved. LESSEE shall keep the Premises free and clear of all mechanics liens and any other liens.

6. UTILITY SERVICE PAYMENT:

A. LESSOR shall pay, when due, a prorated share for gas and electricity charges incurred for heating, lighting, and cooling the premises during the term of this Lease, and LESSEE shall provide, at its own cost, all necessary janitorial service.

B. LESSOR shall furnish all electric light bulbs and/or tubes as required during the term of this Lease.

C. LESSOR shall pay all sewer and water charges.

D. LESSOR shall at its own cost and expense, furnish garbage and waste removal services for the premises. LESSEE shall not overburden these services.

7. INDEMNIFICATION:

LESSEE agrees to indemnify, defend and hold LESSOR and LESSOR'S governing boards, employees, agents and contractors harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments arising by reason of any death, bodily injury, personal injury, or property damage resulting from any cause occurring in or about or resulting from an occurrence in or about Premises during the Lease Term; the negligence or willful misconduct of LESSEE or LESSEE's agents, employees, and contractors wherever it occurs; or, an Event of LESSEE's default.

The provisions of this Section 7 shall survive the expiration or sooner termination of this Lease.

8. INSURANCE:

LESSEE will provide Proof of insurance coverage of under a commercial general liability policy, premises liability evidenced by a certificate of liability insurance naming LESSOR as additional insured.

If any tenant improvements or construction is approved pursuant to Section 5 of this LEASE, LESSEE shall have or cause the contractor to have appropriate liability insurance in a form and amount approved by LESSOR.

9. MAINTENANCE OF FACILITY:

LESSOR at its cost shall maintain in good repair and tenantable condition, the interior of the leased premises, including but not limited to: interior walls, ceilings, glazing, floor covering, plumbing fixtures, hot water heater, lighting fixtures (ballasts, bulbs) and any furnishing, partitions or systems specifically installed or required for the LESSEE use. LESSOR at its cost shall maintain the exterior walls, roof, grounds, exterior lighting, and HVAC equipment, fire alarm and extinguisher systems.

10. FACILITY PARKING:

LESSEE and its employees shall have the right to 28 parking spaces.

11. REPAIR CONTRACT:

LESSOR shall designate sources to be called when repairs to the electrical and plumbing systems are required. Said sources shall be called in the event LESSEE is unable to contact LESSOR within a reasonable time.

12. RISK OF HAZARDS:

LESSEE shall not do anything on the premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction.

13. LESSEE OWNED ITEMS:

All permanent fixtures, partitions or other improvements made or installed under the requirements of this Lease, by either LESSOR or LESSEE, shall remain the property of the LESSOR. LESSEE shall repair any damage to the leased premises resulting from removal of any fixture, partition or other improvement installed by LESSEE.

14. SUCCESSORS-IN-INTEREST:

This LEASE may not be transferred or assigned. Any purported assignment of this LEASE or any interest in this LEASE shall be void and of no effect.

15. WRITTEN COMMUNICATIONS:

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first class, certified mail.

Such matters shall be addressed to the other party at the following address:

To LESSOR at:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814

Phone No. (916) 440-1334
Fax No. (916) 442-3718

To LESSEE at:

Housing Authority of the County of
Sacramento
1210 G Street
Sacramento, CA 95814

Phone No. (916) 440-1397

or such other address as a party may designate to the other by notice.

B. Any matter mailed pursuant to this paragraph shall be deemed communicated within forty-eight (48) hours from the time of mailing.

16. RIGHT AND REMEDY:

No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provisions of the Lease.

17. RULES AND REGULATIONS:

Intentionally left blank

18. MODIFICATIONS OF LEASE TERMS:

With the mutual agreement of both the LESSOR and LESSEE the terms of this lease may be modified to address provisions in the lease, including the timing and amount of annual lease payments, that require adjustment or renegotiation due to external forces such as decreases in federal funding for programs that impact the ability of the LESSOR or LESSEE to perform under the terms of the lease.

LESSOR:

LESSEE:

HOUSING AUTHORITY OF
THE CITY OF SACRAMENTO

Housing Authority of the County of Sacramento

By: _____
LaShelle Dozier
Executive Director

By: _____
LaShelle Dozier
Executive Director

DATE: _____

DATE: _____

APPROVED AS TO FORM:

AGENCY COUNSEL

CONFIRMATION OF LEASE TERM

LESSOR: HOUSING AUTHORITY OF THE CITY OF SACRAMENTO

LESSEE: Housing Authority of the County of Sacramento

LEASE DATE: September 1, 2012

PREMISES: Approximately 24,474 sq. ft. located at 630 I Street, Sacramento,
CA.

LEASE COMMENCEMENT DATE: September 1, 2012

LEASE TERMINATION DATE: December 31, 2017

LESSOR:

HOUSING AUTHORITY OF THE CITY
OF SACRAMENTO

By: _____

Its: _____

DATE: _____

LESSEE:

Housing Authority of the County of Sacramento

By: _____

Its: _____

DATE: _____