

CITY OF SANTA ROSA  
CITY COUNCIL

TO: MAYOR AND CITY COUNCIL  
SUBJECT: REMOVAL OF TWO METERED PARKING SPACES  
AGREEMENT - PG&E  
STAFF PRESENTER: KIM NADEAU, PARKING PROGRAMS COORDINATOR  
AGENDA ACTION: MOTION

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ISSUE(S)

Shall the City of Santa Rosa approve an agreement with Pacific Gas & Electric Company for removal of two metered parking spaces and accept compensation, in the amount of \$24,796.53?

BACKGROUND

1. The City has granted Pacific Gas & Electric Company (PG&E) a franchise agreement (Ordinance No. 538) that authorizes PG&E the use of public streets for its wires, poles, conduit and appurtenances for transmitting and distributing electricity within the City.
2. In January 2013, PG&E placed its electric distribution facilities in an underground vault box within two designated metered parking spaces located on the east side of E Street, at the intersection of Sonoma Avenue, as depicted in the attached Exhibit 1.
3. PG&E has requested that the City remove the two parking meters and prohibit any parking at the PG&E underground vault box location in order to provide PG&E with immediate access to its electric facilities.

ANALYSIS

1. The parties wish to memorialize the mutual understanding and agreement relating to the removal of the two metered parking spaces and the compensation PG&E will pay the City in consideration of the physical removal of the two meters and the loss of revenue associated with those spaces during the twenty-five (25) year term of the agreement.
2. PG&E has agreed to compensate the City an amount of \$24,796.53, which represents:
  - \$ 254.53 - cost of meter removal and curb painting
  - \$24,542.00 - estimated lost revenue from the two metered spaces

RECOMMENDATION

It is recommended by the Economic Development and Housing Department that Council, by motion, approve an agreement with Pacific Gas & Electric Company for removal of two metered parking spaces and accepts compensation, in the amount of \$24,796.53.

Author: Kim Nadeau

Attachment: Agreement for Removal of Two Metered Parking Spaces

## **AGREEMENT FOR REMOVAL OF TWO METERED PARKING SPACES**

This Agreement (“Agreement”) is entered into by and between the City of Santa Rosa, a municipal corporation (the “City”) and Pacific Gas and Electric Company, a California corporation (“PG&E”). City and PG&E are sometimes referred to in this Agreement as the “Parties.”

### **RECITALS**

A. The City has granted PG&E a franchise agreement (Ordinance No. 538, 1939) that authorizes PG&E the use of public streets for its wires, poles, conduit and appurtenances for transmitting and distributing electricity within the City.

B. In January, 2013 PG&E placed its electric distribution facilities in a No. 7 splice box measuring approximately 4’6” x 8’ within the parking strip located on the east side of E Street, at the intersection of Sonoma Avenue, in front of 90 South E Street, Assessor’s Parcel Number 009-181-039, as depicted in the attached Exhibit 1 to this Agreement, which is incorporated herein by reference (the “PG&E Splice Box Location”).

C. Prior to PG&E’s installation of its electric facilities, there were two (2) Downtown single space parking meters in the parking strip at the PG&E Splice Box Location. PG&E has requested that the City remove the two parking meters and prohibit any parking at the PG&E Splice Box Location in order to provide PG&E with immediate access to its electric facilities.

D. The Parties wish to memorialize the mutual understanding and agreement relating to the removal of metered parking at the PG&E Splice Box Location and the compensation which PG&E will pay the City in consideration of the physical removal of the meters and the loss of revenue associated with the two metered parking spaces during the term of this Agreement.

In consideration of the foregoing, the Parties agree as follows:

### **AGREEMENT**

1. The City will remove the two existing parking meters, repaint the curb and remove designation of these parking spaces from the parking meter zone at the PG&E Splice Box Location during the Term (as defined below in Section 3).

2. In consideration of the City’s actions described above relating to the removal of the two metered parking spaces hereunder, PG&E shall pay the City, and the City agrees to accept, the sum of Twenty-Four Thousand Seven-Hundred Ninety-Six Dollars and Fifty-Three Cents (\$24,796.53) representing the full and complete compensation associated with the removal of the parking meters and loss revenue during the Term.

3. This Agreement shall be effective as of the date this Agreement is fully executed by the Parties and remain in full force and effect for a term of twenty-five years (the “Term”). The Parties agree to meet and confer in good faith prior to the expiration of the Term on the extension of this Agreement for any additional period of time and the terms and conditions of any such extension.

4. Neither the transfer of any consideration, the doing of any of the acts referred to in this Agreement, nor anything else contained in this Agreement shall be construed to be an admission on the part of any of the Parties of any liability for or merit of any claims asserted by any of the other Parties. The Parties deny all such claims.

5. Each Party represents and warrants that it has the sole right and exclusive authority to execute this Agreement, and that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claim or demand against the other relating to any matter covered by this Agreement. Each Party represents that it is duly authorized to enter into this Agreement, and each person signing on behalf of an entity represents that he or she is duly authorized to sign on behalf of that entity.

6. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

7. Nothing in this Agreement is intended to or shall confer any benefits, rights or remedies on any person or entity other than the persons and entities expressly identified herein.

8. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

9. No amendment of, supplement to or waiver of any obligations under or provisions of this Agreement will be enforceable or admissible unless set forth in a writing signed by the Party against which enforcement or admission is sought.

**PACIFIC GAS AND ELECTRIC COMPANY:**

Dated: 8/29/13

By: *Jack Hug*  
Supervisor, Land Management  
Name and Title

Dated: 8-29-13

By: *Mua Hobkiss*  
Supervisor, Estimating  
Name and Title

**CITY OF SANTA ROSA:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Attorney's Office

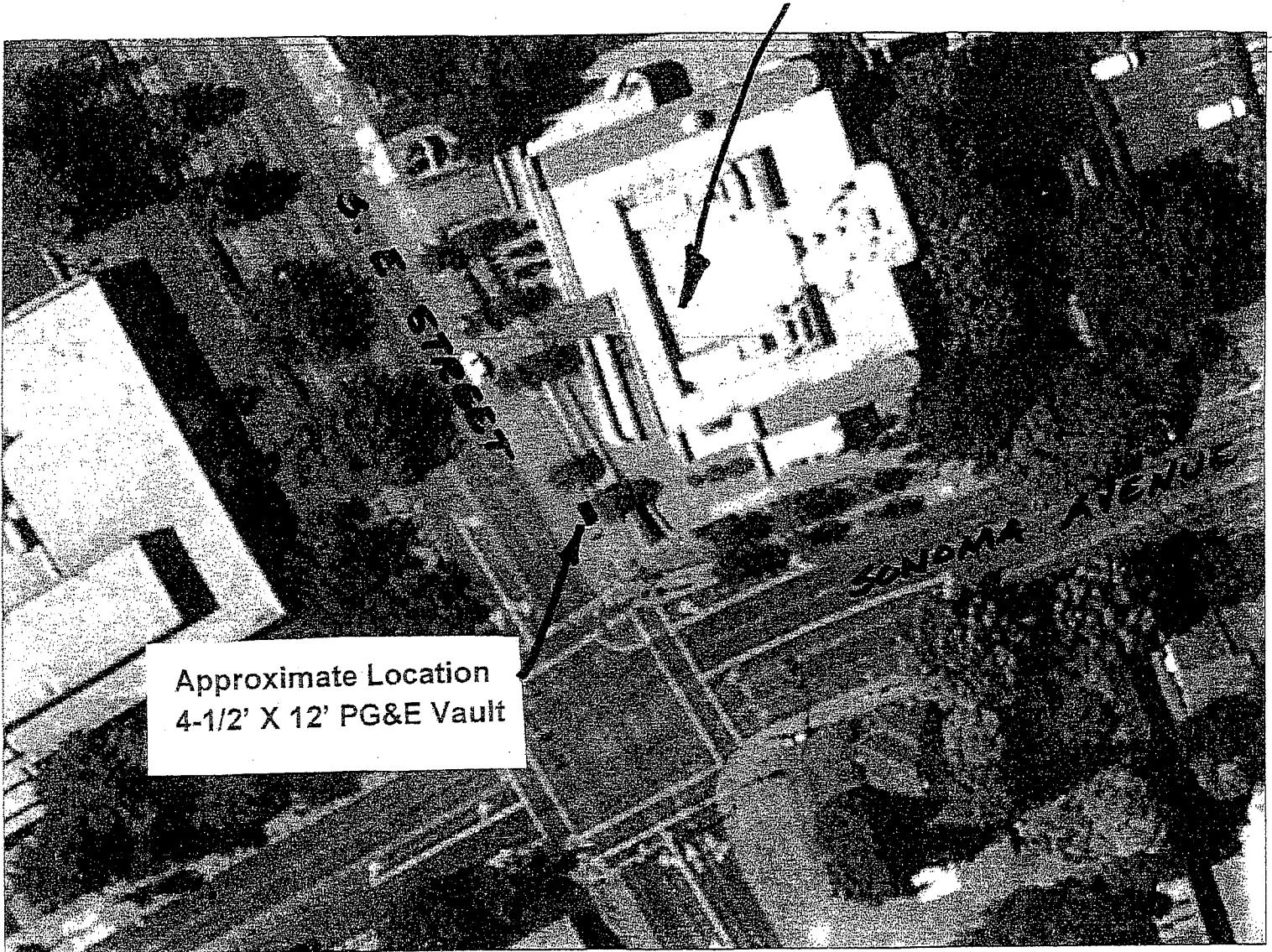
**ATTEST:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

# EXHIBIT 1

90 So. E Street  
City of Santa Rosa  
APN 009-181-039



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