

MEETING DATE: 09/10/07

AGENDA ITEM: Consideration of a Resolution Approving an Encroachment Permit Agreement with AT&T for Installation of Telecommunication Facilities in the City's Public Rights-of-Way.

ATTACHMENTS

		<u>Pages</u>
1	Proposed Resolution	1 – 2
2	Proposed Encroachment Permit Agreement	3 – 20
3	Photos of Project Lightspeed Cabinets	21 - 22
4	Mailed or Hand-Delivered Notice	23
5	Notice Published in Culver City News	24
6	AT&T's Map of the 53 Proposed Locations	Available in City Clerk's Office or on City's Website

RESOLUTION NO. 2007-R _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CULVER CITY, CALIFORNIA, APPROVING AN
ENCROACHMENT PERMIT AGREEMENT FOR AT&T.

WHEREAS, AT&T has applied for a permit to encroach upon Culver City's
public rights-of-way in order to install cabinets, as described in the engineering plans
submitted to Culver City's Public Works Department and in the related Encroachment
Permit Agreement;

WHEREAS, AT&T is a telecommunications company duly authorized to
provide telecommunication services by the California Public Utilities Commission;

WHEREAS, the City of Culver City is authorized to regulate time, place and
manner of the placement of telecommunication facilities in its public rights-of-way;

WHEREAS, Section 11.20.025(D) of the Culver City Municipal Code provides
that encroachment permits are subject to approval by the City Council under certain
conditions, including cost reimbursement and repair of the public rights-of-way.

NOW, THEREFORE, the City Council of the City of Culver City, California,
DOES HEREBY RESOLVE, as follows:

1. The encroachment permit requested by AT&T is hereby approved.
2. The Public Works Director is authorized to execute the related

1 Encroachment Permit Agreement on behalf of the City of Culver City.

2 APPROVED and ADOPTED this _____ day of _____ 2007.

3
4
5 _____
6 ALAN CORLIN, MAYOR
7 City of Culver City, California

8 ATTEST:

APPROVED AS TO FORM:

9
10
11 _____
12 CHRISTOPHER ARMENTA, City Clerk

CAROL A. SCHWAB,
City Attorney

13 A07-00607

A Hach. 2

AT&T ENCROACHMENT PERMIT AGREEMENT

PARTIES:

"PERMITTEE"

Pacific Bell Telephone Company, a California Corporation doing business as AT&T California
1150 S. Olive Street, Rm. 2809
Los Angeles, CA 90015

"CITY"

CITY OF CULVER CITY, a Municipal Corporation
ATTN: Asst. City Manager
9770 Culver Boulevard
Culver City, CA 90232

RECITALS:

A. PERMITTEE is a telephone corporation as defined in Section 234 of California Public Utilities Code and is authorized by the California Public Utilities Commission to conduct business in California. As a telephone corporation, PERMITTEE is authorized under California Public Utilities Code Section 7901 to construct and maintain telephone lines and appurtenant Facilities along and upon the public streets, roads, and highways within CITY and at such points as not to incommode the public use of the road or highway.

B. PERMITTEE has a state franchise to provide video services in the City pursuant to the Digital Infrastructure and Video Competition Act of 2006 ("DIVCA"). PERMITTEE's state franchise was issued by the California Public Utilities Commission on March 30, 2007, and includes a grant of authority to use the public rights of way in the delivery of video services.

C. PERMITTEE maintains a telephone system in CITY that uses CITY's public right-of-way. PERMITTEE is in the process of upgrading its existing telephone system to expand its fiber optic technology ("System Upgrade"). The System Upgrade will provide, among other things, an integrated Internet Protocol ("IP") enabled broadband platform for voice, data, and video services. Construction of the System Upgrade will involve the use of CITY's public rights-of-way.

D. CITY and PERMITTEE wish to enter into this agreement to establish the time, place and manner regulations that will apply to the facilities which PERMITTEE will install and maintain in CITY's public rights-of-way pursuant to the System Upgrade ("Facilities").

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E. PERMITTEE desires to secure the permission of CITY to install and maintain Facilities in the public right-of-way to provide telecommunications services.

NOW THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, the parties hereto agree as follows:

1. Permission to Encroach. CITY hereby gives to PERMITTEE permission to encroach and occupy under, over, and along the CITY's public right-of-way for the purpose of the construction and installation of the Facilities in certain public rights-of-way as will be more specifically determined by the permits for which PERMITTEE will apply and as is depicted in the map described in Para. 5. The System Upgrade shall be at the sole cost and expense of PERMITTEE.

2. Public Right-of-Way/Property Encroachment Permit Fee. Pursuant to Culver City Resolution No. 2007-R024, Permittee shall pay to CITY three thousand dollars (\$3,000) for the issuance of this encroachment permit agreement. This fee shall be in addition to any other permitting fees due pursuant to the provisions of Para. 23.

3. Description of Facilities. The above-ground Facilities which PERMITTEE will install pursuant to the System Upgrade and this agreement will be limited to PERMITTEE's "7330" cabinets (with dimensions of 48" x 50" x 26"), "52B" cabinets (with dimensions of 63" x 43.5" x 20.8"), "52BP" cabinets (with dimensions of 48" x 43.5" x 20.8"), and "52E" cabinets (with dimensions of 63" x 43.5" x 41.1"), as depicted in the attached Exhibits 1, 2, 3 and 4, respectively.

4. Number of Facilities. PERMITTEE has represented to CITY that it initially intends to apply for permits to install a maximum of fifty-three (53) of the cabinets described in Para. 3 of this agreement over the next 12 months. If PERMITTEE desires to install additional cabinets, this agreement may be amended to reflect such additional cabinets upon mutual agreement of CITY and PERMITTEE.

5. Placement of Facilities. Except as otherwise agreed to by CITY, all Facilities installed pursuant to this agreement shall be installed only in the vicinity of those locations indicated in the map provided by AT&T to Culver City Deputy City Attorney Roland Miranda on August 13, 2007. This map is too large to be made an attachment to this agreement but will be referred to as Exhibit 5 and will be identified by the signatures or initials of the same individuals who execute this agreement on behalf of the two

parties. The signatures or initials on this map, as well as on all other exhibits to this agreement, shall be dated with the same date used by each of the parties in executing this agreement. The Facility locations identified on this map (Exhibit 5) correspond on a one-on-one basis to the Facility locations identified in the attached Exhibit 6.

6. No Waiver of Rights Under Sections 7901, 7901.1, and 5885.

(a) By entering into this agreement, neither CITY nor PERMITTEE waive any rights reserved to either party pursuant to California Public Utilities Code Sections 7901, 7901.1, and 5885 or any other applicable laws or regulations. In addition, neither party waives any rights reserved under the Telecommunications Act of 1996 (the "Act") including, but not limited to, those rights set forth in Section 253(c) of the Act, reserving to municipalities the right to manage their public rights-of-way and to require fair and reasonable compensation from telecommunication providers for use of public rights-of-way.

(b) No Facilities other than those described under California Public Utilities Code Section 7901 or DIVCA may be constructed, installed, maintained or repaired pursuant to this agreement. This agreement is not an authorization for AT&T to provide video services under California Government Code Section 53066 or under 47 U.S.C. Section 541.

7. Public Utility Status of PERMITTEE. PERMITTEE represents that it is a telephone corporation as that term is used in California Public Utilities Code Section 234 and that it is authorized under state law to construct and maintain telephone lines and appurtenant Facilities along and upon the public streets, roads, and highways within CITY and at such points as not to incommode the public use of the road or highway. PERMITTEE also represents that the System Upgrade constitutes the construction and operation of "telephone lines" under Section 7901 of the Public Utilities Code and that the System Upgrade will result in the carriage of telecommunications services plus other additional services.

8. Duty to Supervise. All work and entry upon, over, under, or along the public right-of-way shall be done under the supervision of PERMITTEE in a good and skillful manner and shall comply with all reasonable and lawful standards imposed by CITY from time to time.

9. Right of Inspection. At all times, the CITY shall have the right to inspect any work performed by PERMITTEE or on

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PERMITTEE's behalf pursuant to this agreement.

10. PERMITTEE's Obligation to Repair Damage and Restore Property. PERMITTEE agrees to repair, at its sole cost and expense, any damage (including, but not limited to, subsidence, cracking, erosion, collapse, weakening, or loss of lateral support) to CITY property (including, but not limited to, streets, walks, gutter, or utility lines and systems, underground utility line and systems, or sewer systems and sewer lines) that results from any work performed by PERMITTEE or on PERMITTEE's behalf pursuant to this agreement. All such repairs shall be performed to the reasonable satisfaction of CITY, as determined by the CITY's Director of Public Works. In addition, PERMITTEE agrees to restore all CITY property affected by any work performed pursuant to this agreement to the condition it was in prior to such work at no expense to CITY and to the reasonable satisfaction of CITY, as determined by CITY's Director of Public Works.

11. No Right, Title or Interest. The permission granted hereunder shall not in any event constitute an easement on or an encumbrance against the public right-of-way. Other than such rights granted under California Public Utilities Code section 7901 or DIVCA, no right, title or interest in the public right-of-way, or any part thereof, shall vest or accrue in PERMITTEE by reason of this agreement or the issuance of a Utility Permit, any other permits or the exercise of the privileges given thereby.

12. Possessory Interest. The parties agree that no possessory interest is created by this agreement. However, to the extent that a possessory interest is deemed created, PERMITTEE acknowledges that notice is and was hereby given to PERMITTEE pursuant to California Revenue and Taxation Code §107.6 that use or occupancy of any public property pursuant to the authorization herein set forth may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. PERMITTEE shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interest taxes or other taxes levied against PERMITTEE's right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy, or use created by this agreement; provided, however, that PERMITTEE is not hereby waiving its right to contest or dispute the determination that a possessory interest was created or that it is obligated to pay any such taxes.

13. Termination. Either party may terminate this agreement at any time by providing one hundred eighty (180) days' written notice of said termination to the other party.

14. Change of Law. In the event of any change, modification, clarification of the law concerning the subject of this agreement (including, but not limited to, legislation, judicial decision, rule, or regulation), the parties agree to negotiate in good faith amendments to the relevant portions of this agreement.

15. Responsibility for All Damage. Except as otherwise provided herein, PERMITTEE shall assume responsibility for all damages to property and all injuries to persons, including accidental death, which may arise from or be caused by PERMITTEE's performance of this agreement or by the performance of any other party acting on PERMITTEE's behalf, whether such damage or injury shall accrue or be discovered before or after termination of this agreement.

16. No Alterations to Any CITY Property. Within ninety (90) days of the completion of the installation of any Facility pursuant to this System Upgrade, PERMITTEE shall return all involved CITY property to the same condition it was found in prior to PERMITTEE having commenced installation of the involved Facility.

17. Insurance. During the life of this agreement, PERMITTEE shall obtain, pay for and maintain a commercial general liability policy (including contractual liability), an automobile liability policy and workers' compensation insurance. The commercial general liability policy shall be maintained in an amount not less than five million dollars (\$5,000,000) per occurrence for personal injuries (including accidental death) to any one person, in an amount not less than five million dollars (\$5,000,000) per occurrence for property damage and shall contain a combined single limit in an amount not less than five million dollars (\$5,000,000). The automobile liability policy shall be endorsed for all owned and non-owned vehicles, contain a combined single limit of at least five million dollars (\$5,000,000) per occurrence for personal injuries (including accidental death) to any one person and shall also cover property damage. The worker's compensation insurance shall be in the statutorily required amount.

The commercial general liability policy shall contain or be endorsed to include: (i) a provision that the City of Culver City, its elected and appointed officials, officers, agents, employees and representatives are named as additional insureds under this policy; (ii) a provision that this policy is primary to the coverage of the City of Culver City; (iii) a provision that neither the City of Culver City nor any of its insurers shall be required to contribute to any loss; (iv) a severability of interest clause; and (v) a provision that the issuing insurance company shall mail thirty (30) days' advance notice to the insured who shall be required to provide the City of Culver City thirty (30) days' advance notice of any policy cancellation, termination or reduction in the amount of coverage.

PERMITTEE shall furnish, to the CITY's City Attorney, documentary proof of having complied with all of the requirements of this paragraph before CITY issues any related permits and before PERMITTEE commences any construction or excavation pursuant to this agreement. After completion of the System Upgrade, PERMITTEE shall furnish the CITY's City Attorney documentary proof of being in continuing compliance with the requirements of this paragraph every two years. CITY will accept self-insurance, for the coverage requirements and the amounts specified in this paragraph, in lieu of commercial insurance policies. PERMITTEE shall provide CITY's City Attorney a statement of self-insurance for general liability (including bodily injury), Workers Compensation, and automobile liability, and such statement shall constitute the documentary proof required by this paragraph.

Prior to any other parties performing any work on behalf of PERMITTEE on the System Upgrade, PERMITTEE shall provide CITY satisfactory proof that these other parties possess insurance in the amounts specified in this paragraph. As to any of these other parties, the CITY will not accept self-insurance in lieu of commercial insurance policies.

18. Indemnification. PERMITTEE shall indemnify, defend, and hold CITY and its officers, officials, agents, employees, and volunteers harmless against any and all liabilities, losses (including, without limitation, attorney's fees, expert fees, and court costs), claims, actions, causes of action or demands (collectively referred to as "Claim") whatsoever against any of them, including, but not limited to, any injury to or death of any person or damage to property or other liability of any nature, arising out of or connected with (1) PERMITTEE's use of CITY's public rights-of-way under this agreement; (2) damage to PERMITTEE'S Facilities; (3) the

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performance of or failure to perform the obligations in this agreement by PERMITTEE or other party acting on PERMITTEE's behalf; (4) the design, placement, installation, maintenance, or repair of the Facilities by PERMITTEE or by any other party acting on PERMITTEE's behalf; (5) any action to challenge, attack, set aside, void or annul any permit or approval given by CITY, or any department of or body within the CITY, in connection with this agreement; or (6) the condition of the Facilities; PROVIDED, HOWEVER, PERMITTEE's obligation set forth in subparagraphs (1) through (4) herein shall not apply to the extent of any injury, damage, or liability caused by CITY's negligence, willful misconduct, or criminal acts. This indemnity and obligation to hold harmless shall apply regardless of whether or not CITY prepared, supplied, or approved plans or specifications or inspected any of the work or Facilities installed and constructed pursuant to this agreement. PERMITTEE shall have no obligation to CITY pursuant to this section unless CITY shall give PERMITTEE written notice of its obligation to indemnify CITY within thirty (30) days of CITY's receipt of a Claim.

19. Performance Bond Requirement. Prior to starting any construction or excavation on its Facilities under this agreement, AT&T shall cause to be filed a performance and completion bond in the amount of fifty thousand dollars (\$50,000.00), in a form approved by the City's City Attorney, to ensure satisfactory completion of AT&T's work; provided, however, that CITY will not act on the bond without first giving AT&T an opportunity to resolve any issues with respect to its work. The CITY shall release the performance and completion bond one year after completion of installation of the Facilities under this Agreement.

20. Limits of CITY Liability. In no event shall CITY be liable, under any theory, to PERMITTEE for any damage to PERMITTEE's Facilities caused by any excavation, work performed, or other activity by CITY at or near the location of the System Upgrade except and to the extent caused by CITY's negligence, willful misconduct, or criminal acts. CITY shall not be liable, under any theory, for damage to PERMITTEE's Facilities caused by any other persons.

21. Representation by Counsel. With respect to PERMITTEE's indemnity obligations set forth above, PERMITTEE shall provide the defense of any claim brought against CITY by selecting counsel of PERMITTEE's choice to defend the claim, subject to the consent of CITY, which shall not be unreasonably withheld.

Nothing herein shall be deemed to prevent CITY from cooperating with PERMITTEE and participating in the defense of any litigation by its own counsel at its own cost and expense. After consultation with CITY, PERMITTEE shall have the authority to decide the appropriateness and the amount of any settlement of the claim so long as CITY is completely released from liability as a result of such settlement.

22. Compliance with All Laws. PERMITTEE shall comply with all applicable federal, state and local laws, rules and regulations including, but not limited to, the provisions of the CITY's Rights-of-Way Management Plan & Standards (adopted pursuant to Culver City Municipal Code Section 9.08.307), but only to the extent such local laws, rules and regulations are consistent with or authorized by state and federal law.

23. Facility-Specific Permits. All work performed on individual Facilities shall commence only after issuance by the City or any other involved government agency of any required permits and payment of any related permitting fees. Any related CITY permitting fees shall be in the same amounts as the applicable fees and charges identified in Exhibit H-1 to Culver City Resolution No. 2007-R024. Such fees shall be in addition to the Public Right-of-Way/Property Encroachment Permit Fee imposed pursuant to Para. 2 of this agreement. All such City-issued permits shall be subject to the CITY's standard permit conditions.

24. Excavations. Any excavation shall be at the sole cost and expense of PERMITTEE and the scope of such excavation shall be limited to the area covered by the System Upgrade.

25. Notification Requirement. The CITY's Public Works Department will not issue any permit(s) unless the PERMITTEE first provides, to CITY, satisfactory proof that PERMITTEE has notified the owners of all properties that may be affected by the installation of the involved Facility/ies. The CITY's Public Works Department may waive such notification upon its determination that the installation of a particular Facility will not impact any nearby properties.

26. Minimizing of Negative Impacts. The placement and use of the Facilities shall be done in such a manner as to mitigate any negative impacts on adjacent properties.

27. Maintenance. PERMITTEE shall maintain its Facilities in good repair. PERMITTEE's maintenance obligations shall

include, but not be limited to, the obligation to remove any graffiti from its Facilities; provided, however, that the CITY shall apply the same Graffiti abatement requirements to AT&T as it applies to all other similarly situated entities in the CITY. The CITY has represented such requirements to be the removal by CITY's employees or contractors of any graffiti that comes to the attention of the CITY at the facility owner's expense.

28. PERMITTEE shall provide CITY with the name, address, phone number and e-mail address of the AT&T department or individual to whom to report any graffiti. Whenever any of this contact information changes, PERMITTEE shall provide CITY with the updated contact information within ten (10) days of the occurrence of any such change.

29. Default. In the event of default by either party to this agreement, all remedies available under law shall be cumulative and not exclusive of one another, and the exercise of any one or more of said remedies shall not constitute a waiver or election with respect to other available remedies.

30. CITY Performance Standards. In the event PERMITTEE fails to perform any of its obligations under this agreement within a reasonable period after delivery of written notice of such failure and CITY subsequently performs any work including, but not limited to, repairing or maintaining the street improvements, CITY shall only be obligated to perform such work in a manner consistent with the standard practices of CITY in performing street work and construction. CITY shall not be obligated to repair or replace any materials or improvements in a form or manner consistent with PERMITTEE'S plans and specifications, and CITY shall not be responsible for any damages to PERMITTEE as a result of CITY performing such work, including, but not limited to, severance damages. PERMITTEE shall reimburse CITY for its full costs, including allocated overhead, of any work performed by CITY pursuant to this paragraph.

31. Removal of Facilities. CITY may require PERMITTEE to remove any above-ground Facility/ies installed pursuant to this agreement and to return the public property to a condition satisfactory to CITY or, if CITY so elects, abandon its Facility/ies to the ownership of CITY without the payment of any compensation under any of the following conditions:

- a. If PERMITTEE, in its sole discretion, abandons any Facility/ies installed pursuant to this agreement for a continuous period in excess of one hundred eighty (180)

days;

- b. If removal of any Facility/ies is required by administrative or judicial order; or
- c. If PERMITTEE's right to occupy the public rights-of-way is terminated by lawful legislative action.

Whenever removal of any Facility/ies is required pursuant to this paragraph, PERMITTEE shall remove the Facility/ies at its own expense and shall repair and restore all CITY property, including but not limited to all public rights-of-way, affected by the placement, maintenance and/or removal of said Facility/ies to a condition satisfactory to the CITY. Whenever removal of any Facility/ies is required under sub-paragraph a. of this paragraph, PERMITTEE shall remove its Facility/ies within two-hundred and seventy (270) days of the date when PERMITTEE first abandoned any Facility/ies. Whenever removal of any Facility/ies is required under sub-paragraph b. of this paragraph, PERMITTEE shall remove its Facility/ies within one hundred eighty (180) days of notification of the involved order or as indicated in the involved order, whichever deadline is shorter. Whenever removal of any Facility/ies is required under sub-paragraph c. of this paragraph, PERMITTEE shall remove its Facility/ies within one hundred eighty (180) days of notification of such termination or as indicated in the involved legislative action, whichever deadline is shorter.

32. Relocation. PERMITTEE shall remove or relocate, without cost or expense to CITY, any Facilities if and when made necessary by any proper governmental use of the public right-of-way, including, but not limited to, change of grade, alignment or width of any street, sidewalk or other public facility, and the construction, maintenance, or operation of any other CITY underground or aboveground facilities including but not limited to any sewer or storm drain. In the event all or any portion of said public right-of-way occupied by said Facilities shall be needed by CITY for a proper governmental use or in the event the existence of said Facilities are or become detrimental to the public health, safety, or welfare, PERMITTEE shall remove and relocate said Facilities to such other location or locations on said public right-of-way as may be designated by the CITY. Said removal or relocation shall be completed within a reasonable time. In the event said Facilities are not removed or relocated within said period of time, CITY may cause the same to be done at the sole expense of PERMITTEE.

33. Underground Service Alert. PERMITTEE acknowledges that it is presently a member of "Underground Service Alert of Southern California" and agrees to maintain and keep current its membership in said organization throughout the term of this agreement.

34. Notices. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or when received by certified mail, return receipt requested via U.S. Mail. Should CITY or PERMITTEE have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests shall be given addressed as follows:

TO CITY:

City of Culver City
ATTN: Asst. City Manager
9770 Culver Boulevard
Culver City, CA 90232

TO PERMITTEE:

AT&T California
ATTN: Alan Settles
Public Works Coordinator
100 N. Stoneman Avenue
Alhambra, CA 91801

35. Attorney's Fees. If a legal action or proceeding is brought by a party because of default under this agreement, or to enforce a provision of this agreement, such party shall be entitled, in addition to any other relief, to recover reasonable attorney's fees and court costs from the other party as determined by the court in which said action or proceeding is pending.

36. Assignments. PERMITTEE may not assign or transfer any interest in this agreement without the prior written consent of CITY, which consent shall not be unreasonably withheld; provided, however, that such consent shall not be required for PERMITTEE to assign or transfer an interest in this agreement to an affiliate of PERMITTEE that is controlled by, controlling, or under common control with PERMITTEE; and provided, further, that in the case

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of any assignment, the CITY will have the right to rescind or nullify the provision, in Para. 17 of this agreement, to accept self-insurance in lieu of commercial insurance policies. In the event that CITY rescinds or nullifies the provision of Para. 17 accepting self-insurance in lieu of commercial insurance policies, the CITY may then require proof of commercial insurance in compliance with Para. 17 and require that the CITY be named as additional insured.

37. Successors-in-Interest. This agreement is binding upon and inures to the benefit of each of the parties and to their respective transferees, successors and assigns.

38. Non-Waiver. A waiver by either party of any breach of any term, covenant or condition contained in this agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this agreement whether of the same or different character.

39. Severability. If any part of this agreement is held invalid, the remaining terms and conditions shall not be affected unless their enforcement under the circumstances would be unreasonable, inequitable or otherwise frustrate the purposes of this agreement.

CITY OF CULVER CITY, a
municipal corporation

PACIFIC BELL TELEPHONE
COMPANY, a California
Corporation dba AT&T
California

By: _____
Name: Charles Herbertson
Title: Director of Public Works

By: Denita Willoughby
Name (Print): Denita Willoughby
Title: Vice President

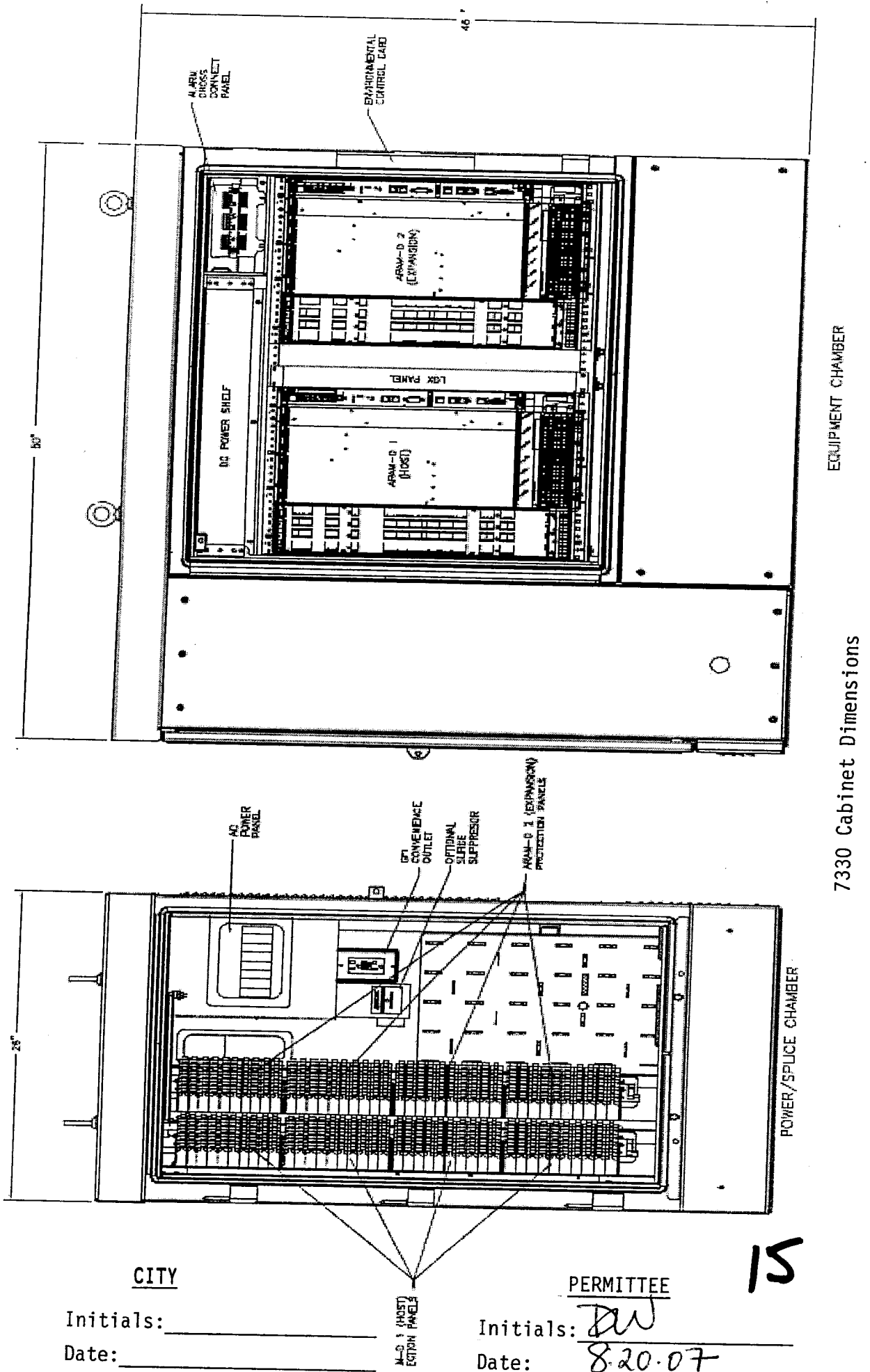
APPROVED AS TO FORM:

By: _____
Name: Carol A. Schwab
Title: City Attorney

APPROVED AS TO FORM:

By: _____
Name (Print): _____
Title: _____

Exhibit 1
AT&T Encroachment Permit



CITY

PERMITTEE

Initials: _____

Initials: DW

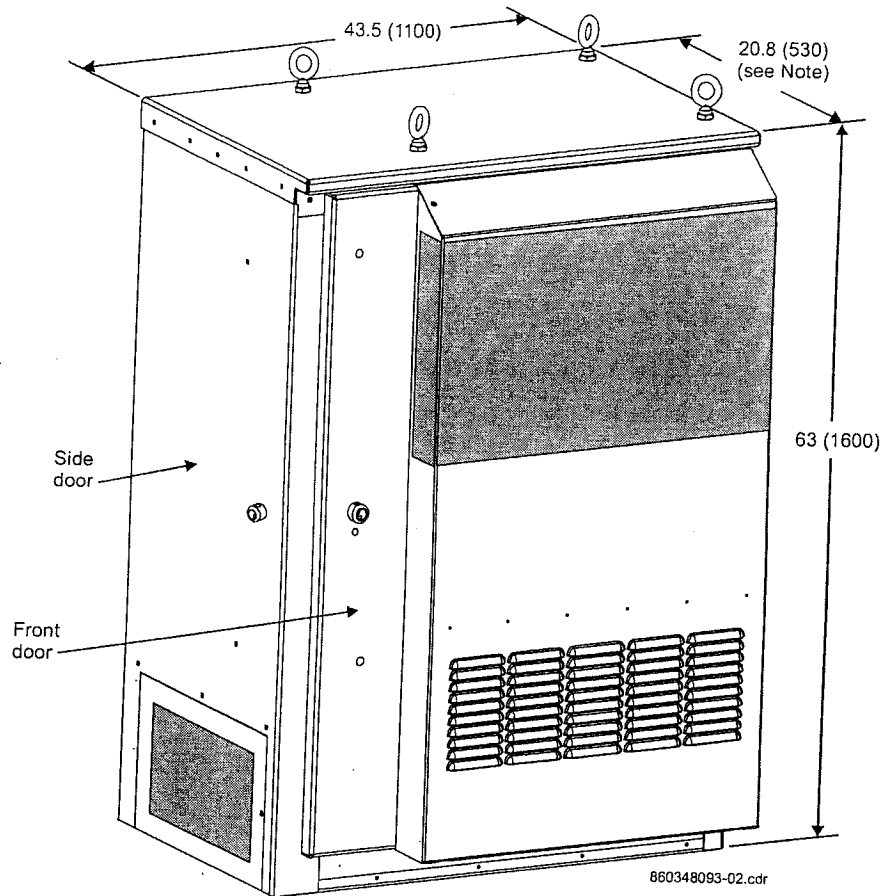
Date: _____

Date: 8.20.07

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Exhibit 2
AT&T Encroachment Permit

Material ID 860 348 093
DRAFT, August 2005



NOTE: Overall depth with heat exchanger is 25 inches.

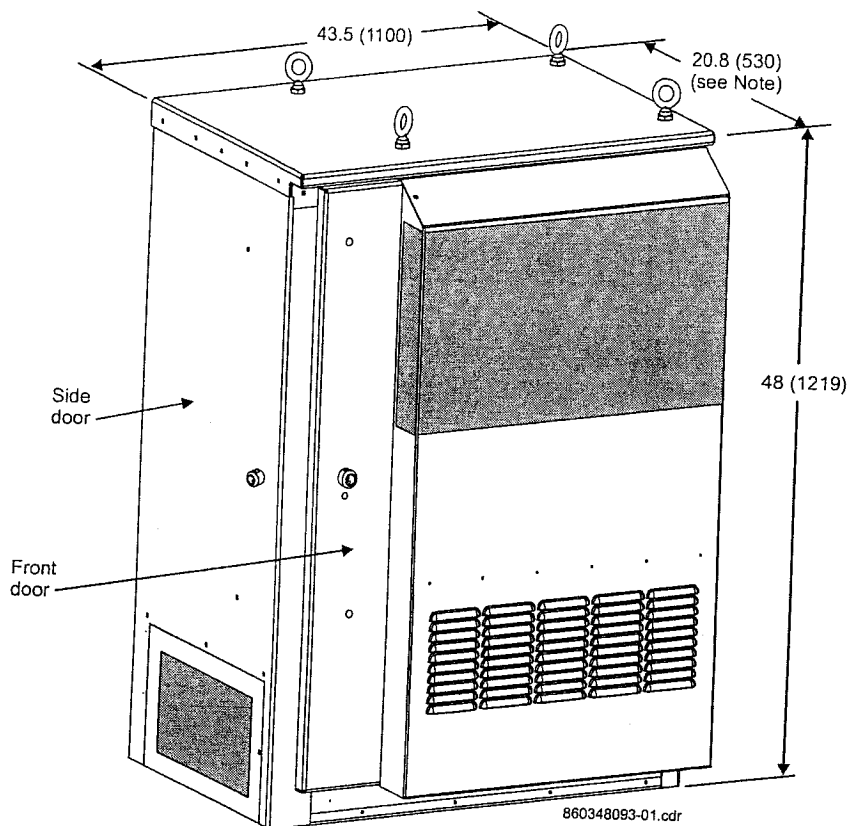
Figure 2. 52B Cabinet Dimensions (shown with heat exchanger)

CITY
Initials: _____
Date: _____

PERMITTEE
Initials: DW
Date: 8.20.07

Exhibit 3
AT&T Encroachment Permit

Material ID 860 348 093
DRAFT, August 2005



NOTE: Overall depth with heat exchanger is 25 inches.

Figure 1. 52BP Cabinet Dimensions (shown with heat exchanger)

CITY

Initials: _____

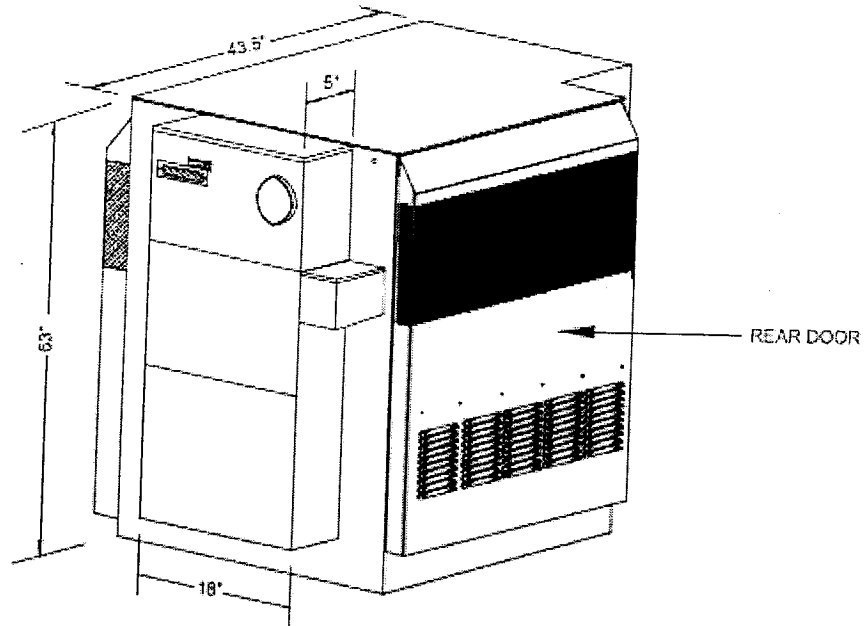
Date: _____

PERMITTEE

Initials: DW

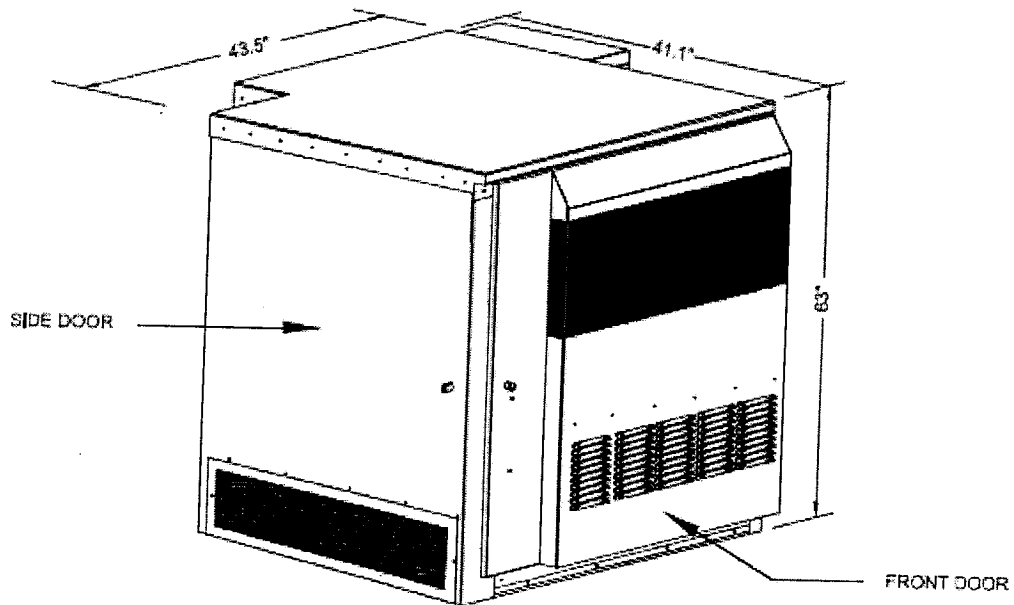
Date: 8-20-07

Exhibit 4
AT&T Encroachment Permit



REAR VIEW

52E CABINET W/
ATTACHED POWER METER



NOTE: Overall depth with heat exchanger is 50 inches

FRONT VIEW

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CITY

Initials: _____

Date: _____

PERMITTEE

Initials: DW

Date: 8-20-07

	City	Primary XConn	Project #	GIS Coordinates
1	CULVER CITY	opp 3940 higuera	5725029	-118.389963, 34.025509
2	CULVER CITY	sd 9024 lucerne av	5726417	-118.386342, 34.022614
3	CULVER CITY	sd 8605 higuera	5726443	-118.383930, 34.022756
4	CULVER CITY	f 9986 braddock dr	6187681	-118.395520, 34.018161
5	CULVER CITY	sd 4303 jasmine av	6199071	-118.394852, 34.013714
6	CULVER CITY	sd 10150 culver bl	5725090	-118.398524, 34.018732
7	CULVER CITY	sd 10712 oregon av	5725078	-118.405177, 34.015012
8	CULVER CITY	sd 10406 culver bl	5725070	-118.400323, 34.016383
9	CULVER CITY	sd 10900 culver bl	5725051	-118.405656, 34.009867
10	CULVER CITY	sd 4159 elenda	5725060	-118.406473, 34.010532
11	CULVER CITY	sd 11062 barman av	5722863	-118.405361, 34.006034
12	CULVER CITY	sd 11090 culver bl	5722894	-118.407794, 34.007092
13	CULVER CITY	sd 4154 harter av	5726411	-118.408836, 34.007475
14	CULVER CITY	sd 4301 keystone av	5725032	-118.398279, 34.010869
15	CULVER CITY	sd 5041 overland av	5718126	-118.395545, 34.006485
16	CULVER CITY	f 4900 overland av	5718110	-118.397166, 34.008412
17	CULVER CITY	f 5000 overland av	6237112	-118.395950, 34.007097
18	CULVER CITY	sd 10800 pickford wy	5726395	-118.395393, 34.002541
19	CULVER CITY	sd 10774 jefferson bl	5718141	-118.394189, 34.002507
20	CULVER CITY	f 10785 northgate	5725113	-118.390257, 34.001027
21	CULVER CITY	f 10812 overland av	5723009	-118.390724, 34.000244
22	CULVER CITY	f 11260 overland av	5726459	-118.390366, 33.994078
23	CULVER CITY	sd 10751 ranch rd	6199070	-118.389276, 33.997519
24	CULVER CITY	sd 4104 duquesne av	5722978	-118.393946, 34.019896
25	CULVER CITY	sd 4105 duquesne av	5722962	-118.393959, 34.019838
26	CULVER CITY	10406 jefferson Bl/4804 hollow corner rd	5726408	-118.391091, 34.008184
27	CULVER CITY	opp 4165 elenda	5726435	-118.406257, 34.010398

City	Primary XConn	Project #	GIS Coordinates
28 CULVER CITY	f 3823 westwood bl	5726434	-118.409054, 34.016449
29 CULVER CITY	sd 10874 venice bl	5726451	-118.411017, 34.016300
30 CULVER CITY	f 3812 prospect av	5723174	-118.412574, 34.015070
31 CULVER CITY	sd 10966 venice bl	5726471	-118.413325, 34.015005
32 CULVER CITY	sd 3875 huron av	5723160	-118.412812, 34.013481
33 CULVER CITY	sd 11124 venice bl	5723131	-118.415602, 34.013685
34 CULVER CITY	sd 8641 washington bl	5725387	-118.382465, 34.030274
35 CULVER CITY	f 3308 helms av	5723039	-118.383753, 34.029487
36 CULVER CITY	f 6110 washington bl	5919746	-118.377743, 34.031295
37 CULVER CITY	sd 8553 washington bl	5723243	-118.380737, 34.030688
38 CULVER CITY	sd 8570 washington bl	5723254	-118.381136, 34.030424
39 CULVER CITY	f 6250 buckingham dr	6067195	-118.385654, 33.982803
40 CULVER CITY	f 5800 green valley cir	6224607	-118.387348, 33.982666
41 CULVER CITY	f 6050 canterbury dr	6240505	-118.382784, 33.983258
42 CULVER CITY	sd 6175 canterbury dr	6240503	-118.383547, 33.982728

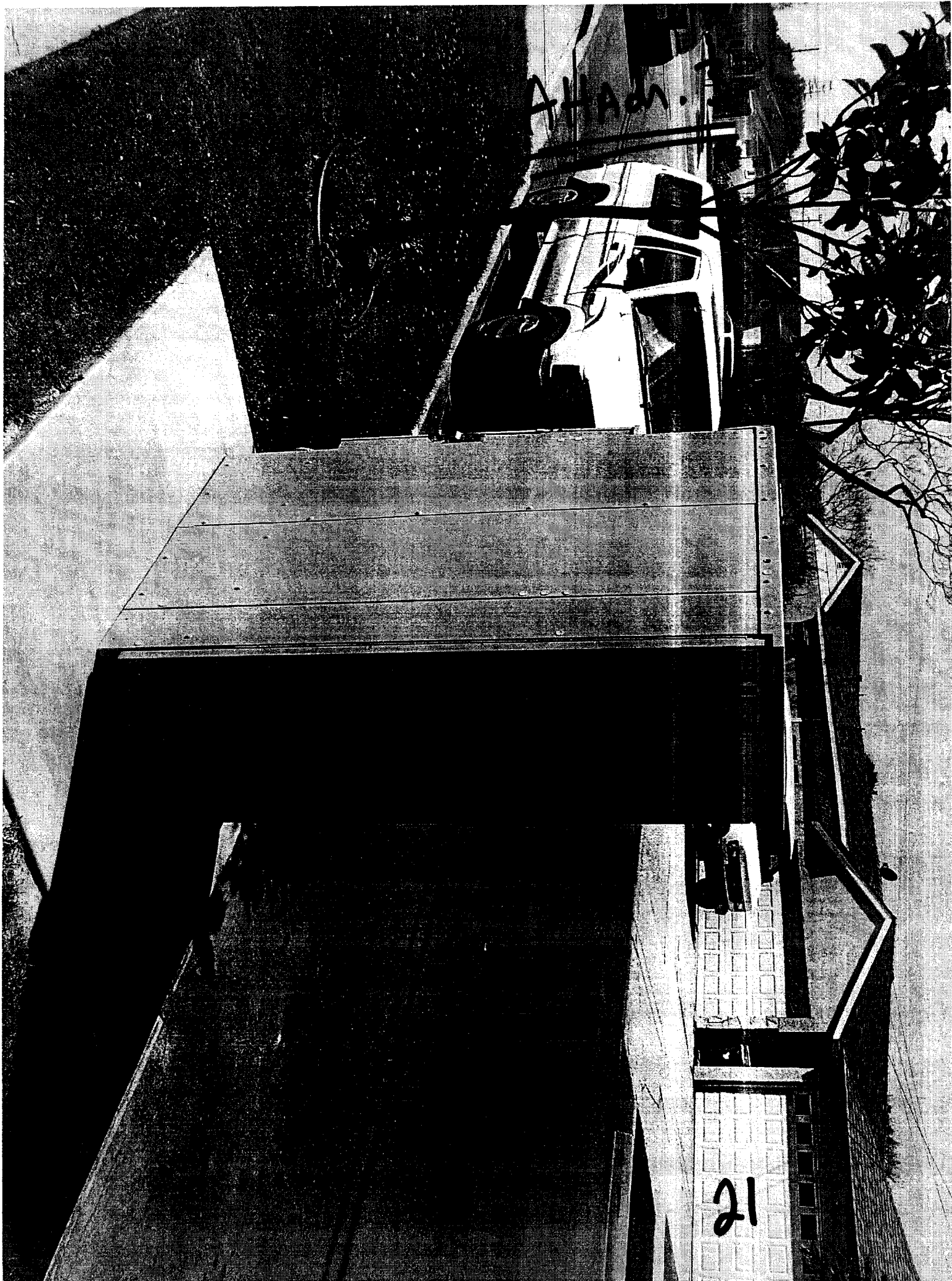
CITYPERMITTEE

Initials: _____

Initials: DW

Date: _____

Date: 8.20.07





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SUNRISE
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Attch. 4

August 24, 2007

Dear Culver City Resident:

AT&T has identified a public area near or adjacent to your property as a potential site for installation of one its new Lightspeed cabinets. Installation of these cabinets will allow AT&T to provide higher-speed internet, voice and video services. At each installation site, AT&T will be installing one of four different Lightspeed cabinets, measuring either (1) 63"(H) x 43"(W) x 20"(D), (2) 48"(H) x 43"(W) x 20"(D), (3) 63"(H) x 43"(W) x 41"(D) or (4) 48"(H) x 50"(W) x 26"(D). AT&T has provided Culver City with photographs (enclosed) of the first and second of these cabinets. In addition, AT&T has provided the City with photographs demonstrating how these cabinets will actually appear at their proposed sites throughout the City. You can review these site-specific photographs, organized by address, by visiting the Culver City website, at www.culvercity.org, and clicking on the "AT&T Cabinet Project" link.

The Culver City City Council will be considering the related AT&T encroachment permit application on September 10, 2007. If you have any concerns or comments regarding this proposal, you should attend the City Council hearing on September 10, 2007. If you cannot attend that hearing, you can e-mail your comments or concerns to city.clerk@culvercity.org or mail them to:

City of Culver City
City Clerk's Office
9770 Culver Boulevard
Culver City, CA 90232

Any written comments should be received by City staff no later than 5 p.m. on September 10, 2007.

If you have technical questions regarding these facilities, you can contact Andy O'Connell of the Public Works Department, Engineering Division, at (310) 253-5600. If you have questions regarding the regulatory or legal aspects of these facilities, you can contact Roland Miranda of the City Attorney's Office, at (310) 253-5660.

Thank you.

CITY OF CULVER CITY

Encs.

Attach. 5

Notice of City Council Agenda Item

On **September 10, 2007**, the Culver City City Council will consider AT&T's application to encroach onto the public rights-of-way for the purpose of installing up to 53 of its Lightspeed cabinets. These cabinets will measure either 63"x 43"x 20", 48"x 43"x 20", 63"x43"x41" or 48"x50"x26" and will be placed next to or near existing AT&T cabinets currently located on Culver City parkways, sidewalks and other public rights-of-way. Installation of these cabinets will allow AT&T to provide higher-speed internet, voice and video services. The permitting and installing of these cabinets is regulated by state law and AT&T's state franchise.

The proposed Lightspeed cabinets will be installed next to or near existing AT&T cabinets located at the following locations:

3940 Higuera	11260 Overland Ave
9024 Lucerne Avenue	10751 Ranch Road
8605 Higuera	4104 Duquesne Avenue
9986 Braddock Drive	4105 Duquesne Avenue
4303 Jasmine Avenue	10406 Jefferson Blvd/4804 Hollow Corner Road
10150 Culver Blvd	4165 Elenda
10712 Oregon Avenue	3823 Westwood Blvd
10406 Culver Blvd	10874 Venice Blvd
10900 Culver Blvd	3812 Prospect Avenue
4159 Elenda	10966 Venice Blvd
11062 Barman Avenue	3875 Huron Avenue
11090 Culver Blvd	11124 Venice Blvd
4154 Harter Avenue	8641 Washington Blvd
4301 Keystone Avenue	3308 Helms Avenue
5041 Overland Avenue	6110 Washington Blvd
4900 Overland Avenue	8553 Washington Blvd
5000 Overland Avenue	8570 Washington Blvd
10800 Pickford Way	6250 Buckingham Drive
10774 Jefferson Blvd	5800 Green Valley Circle
10785 Northgate	6050 Canterbury Drive
10812 Overland Avenue	6175 Canterbury Drive

AT&T has provided the City with photographs demonstrating how these cabinets will actually appear at the proposed sites throughout the City. You can review these site-specific photographs, organized by address, by visiting the Culver City website, at www.culvercity.org, and clicking on the link found under the "AT&T Cabinet Installation Project" headline.

The meeting of the Culver City City Council will begin at 7 p.m. on September 10, 2007. If you cannot attend this meeting, you can e-mail your comments or concerns to city.clerk@culvercity.org or mail them to City of Culver City, City Clerk's Office, 9770 Culver Boulevard, Culver City, CA 90232. Any written comments should be received by City staff no later 5 p.m. on September 10, 2007.