



CITY OF SACRAMENTO

DEPARTMENT OF FINANCE

915 I STREET
ROOM 112

SACRAMENTO, CALIFORNIA 95814
TELEPHONE (916) 449-5738

March 4, 1985
FA:85085:MLH:KMF

JACK R. CRIST
DIRECTOR OF FINANCE

ROBERT C. LELAND
ASSISTANT DIRECTOR

Budget and Finance Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: Approval of South Natomas Capital Improvement Fund Advisory Committee's Recommendations to Amend the 1984-85 Capital Improvement Program

SUMMARY

At its February 11, 1985 meeting, the South Natomas Capital Improvement Fund Advisory Committee (SNCIFAC) heard the proposal from KCS Development Company to advance a proposed 1985-86 funding grant to the 1984-85 fiscal year. The SNCIFAC is asking for approval of this change and is requesting that the Budget and Finance Committee recommend that the City Council amend the 1984-85 Capital Improvement Program (CIP) and provide money for this project.

RECOMMENDATION

Based upon the SNCIFAC request, staff would ask that the Budget and Finance Committee recommend the following:

1. Amendment of the 1984-85 CIP to include the KCS Development Company's proposed capital improvement project.
2. Approval of transfer from the SNCIF in the amount of \$15,000 and transfer of \$15,000 from the Gas Tax Fund to Pay for the KCS Development Company project.
3. Authorization for the City Manager and City Clerk to execute an agreement with KCS Development Company for completion of this project on behalf of the City of Sacramento.

Respectfully submitted,

MONIKA HUDSON
Senior Management Analyst

RECOMMENDATION APPROVED:

SOLON WISHAM, JR.
Assistant City Manager



CITY OF SACRAMENTO

DEPARTMENT OF FINANCE

915 I STREET
ROOM 112

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March 4, 1985
FA:85085:MLH:KMF

JACK R. CRIST
DIRECTOR OF FINANCE

ROBERT C. LELAND
ASSISTANT DIRECTOR

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Approval of South Natomas Capital Improvement Fund Advisory Committee's Recommendations to Amend the 1984-85 Capital Improvement Program

SUMMARY

At its January 11, 1985 meeting, the South Natomas Capital Improvement Fund Advisory Committee (SNCIFAC) heard a proposal from KCS Development Company to advance a proposed 1985-86 funding grant to the 1984-85 fiscal year. The SNCIFAC is recommending approval of this request and is asking that the City Council amend the 1984-85 Capital Improvement Program (CIP) to provide money for this project.

BACKGROUND

As part of its process to advise the City Council on proposed uses of the South Natomas Capital Improvement Fund (SNCIF), the SNCIFAC held public hearings on proposed projects for the 1985-86 fiscal year. KCS Development Company made a request for funding the project which was ultimately approved by the SNCIFAC. Specifically, KCS Development Company asked that \$30,000 in additional monies be granted for installing landscaping along West El Camino adjacent to the I-5 interchange. All of the final SNCIFAC project recommendations were sent to the City Council, who in turn, referred them to the appropriate departments for incorporation into the City's capital planning process.

ANALYSIS

Since the hearing process concluded, KCS Development Company has requested that its project be advanced by one year. They have asked the SNCIFAC to request that the City Council amend the 1984-85 CIP to provide necessary SNCIF funding for the project in this fiscal year.

FINANCIAL

There are currently sufficient funds within the SNCIF and Gas Tax Funds to this project as proposed. An agreement with KCS Development Company and the City of Sacramento stipulating the terms of the funding grants as well as appropriate monitoring standards, are attached for Council information.

RECOMMENDATION

Based upon the SNCIFAC request, staff would recommend the following:

1. Amendment of the 1984-85 CIP to include the KCS Development Company's proposed capital improvement project.
2. Approval of the transfer from the SNCIF in the amount of \$15,000 and \$15,000 from the Gas Tax Fund to fund the KCS Development Company project.
3. Authorization for the City Manager and City Clerk to execute an agreement with KCS Development Company for the completion of the landscaping project on behalf of the City of Sacramento.

Respectfully submitted,



MONIKA L. HUDSON
Senior Management Analyst

RECOMMENDATION APPROVED:

WALTER J. SLIPE
City Manager

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AMENDING THE 1984-85 CAPITAL IMPROVEMENT BUDGET AND APPROVING AN AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND KCS DEVELOPMENT COMPANY

WHEREAS, the City Council has approved the recommendation of the South Natomas Capital Improvement Fund Advisory Committee to provide 1984-85 funding to KCS Development Company.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. The 1984-85 Capital Improvement Program Budget is hereby amended by the creation of capital project 84-4580-2601-999 in the amount of \$30,000 (KCS Development Company). \$15,000 shall be transferred from 795-7012-0000-4399 (South Natomas Capital Improvement Fund) with the remaining \$15,000 coming from 202-7012-0000-4399 (Gas Tax Fund).
2. The agreement between the City of Sacramento and KCS Development Company providing for the payment of \$30,000 during fiscal year 1984-85 is hereby approved.
3. The City Manager and City Clerk are authorized and directed to execute this agreement on behalf of the City of Sacramento.

MAYOR

ATTEST:

CLERK

AGREEMENT

This agreement is made and entered into this _____ day of March, 1985 between the **City of Sacramento**, a municipal corporation (hereinafter referred to as CITY) and the **KCS Development Company**, a California general partnership (hereinafter referred to as AGENCY).

WHEREAS, the AGENCY is constructing office improvements which will enhance the quality of life within the City, and more particularly of the adjacent South Natomas area; and

WHEREAS, the AGENCY intends to install landscaping along West El Camino adjacent to the Interstate 5 Freeway, at one of the main entrances to the South Natomas community; and

WHEREAS, the South Natomas Capital Improvement Fund Advisory Committee and the City of Sacramento, believing that this program will assist in promoting the South Natomas area, have recommended that a participatory reimbursement grant, in an amount not to exceed \$30,000, be made to the AGENCY during fiscal year 1984-85 for the completion of this landscaping project; and

WHEREAS, the City Council has approved SNCIFAC and staff recommendations to amend the 1984-85 Capital Improvement Program budget.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The AGENCY agrees to install landscaping along West El Camino Avenue in conformance with all City standards.
2. The CITY agrees, upon the execution of this agreement, to amend the 1984-85 Capital Improvement Program budget and create a capital project which will be jointly financed from South Natomas Capital Improvement and Gas Tax Funds. Monies from this project will be used to reimburse the AGENCY for two-thirds of the total cost of this program. The CITY will reimburse the AGENCY monthly, within fifteen days of the receipt of properly submitted invoices which show both total costs and the CITY's two-thirds reimbursement requirement. An original invoice shall be sent to the City Department of Finance, Accounts Payable Section, with a copy invoice sent to the City Department of Finance, Budget Division.

The amount to be reimbursed shall be fifteen thousand dollars (\$15,000) from the South Natomas Capital Improvement Fund and fifteen thousand dollars (\$15,000) from the Gas Tax Fund with the total amount not to exceed thirty thousand dollars (\$30,000). The AGENCY hereby agrees to use said sum exclusively for the purpose described above and to accept said sum as full payment of the funds to be received from the CITY for said purpose. This payment shall not prevent the AGENCY from seeking funds from other sources.

3. Work on this project shall be complete as of September 1, 1985. Within fifteen (15) days of September 1, 1985, the AGENCY shall submit a report to the Director of Finance which shall provide evidence of the extent to which the AGENCY has performed in accordance with this Agreement during the (4) months prior to the date of such report. The report shall contain an indication of the work completed and the estimated amount of funds received from the CITY which have been expended upon such services.
4. The AGENCY shall keep all necessary books and records in connection with the services performed under this Agreement in order that the Director of Finance may properly audit all expenditures made pursuant to this Agreement. The AGENCY further agrees that the Director of Finance shall at all times have access to the books, records, and accounts kept by the AGENCY in connection with all sums expended under this Agreement for the purpose of making an audit of all expenditures made by the AGENCY in the performance of this Agreement.
5. The AGENCY agrees that, in the performance of this agreement, neither it nor any person employed by it shall engage in discrimination against any person based upon sex, color, religion, national origin, ancestry, marital status, sexual orientation, medical condition, or physical disability.
6. The AGENCY and the agents and employees of the AGENCY, in the performance of this Agreement, shall act as an independent contractor and not as an officer, employee, or agent of the CITY.
7. The AGENCY shall assume all responsibility for its activity and operation; shall bear all losses and damages directly or indirectly resulting to it, to the City, and to City employees that are the result of the performance or character of the operation, unforeseen difficulties, accidents, occurrences, or other causes not predicated on active negligence of the City; and shall assume the defense of and indemnify and save harmless the City, its officers, and employees from all claims, loss, damage, injury and liability of every kind, nature, and description, including punitive damage and attorney fees reasonably incurred, directly or indirectly arising from the performance of AGENCY'S operations under this Agreement.

Except for events which occur prior to the date of the termination of this paragraph, the indemnity anticipated by this paragraph shall terminate on the date the CITY accepts the work authorized by this agreement.

IN WITNESS THEREOF, the parties hereto execute this Agreement as of the day and year first above written.

CITY OF SACRAMENTO, a
municipal corporation

By _____
CITY MANAGER

ATTEST:

CITY CLERK

KCS DEVELOPMENT, CO.

By _____
PARTNER

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY