



10

**DEPARTMENT OF  
PUBLIC WORKS**

ENGINEERING DIVISION

THOMAS M. FINLEY  
ENGINEERING DIVISION MANAGER

**CITY OF SACRAMENTO**  
CALIFORNIA

927 TENTH STREET  
ROOM 200  
SACRAMENTO, CA  
95814-2705

916-449-8220

CONSTRUCTION SECTION  
640 BERGUT DRIVE  
SUITE B  
SACRAMENTO, CA  
95814-0131

916-449-5282

February 16, 1988

Budget and Finance Committee  
Sacramento, California

Honorable Members In Session:

**SUBJECT:** Hyatt Regency Hotel Public/Frontage Improvements (JN:1416).- Approval of Agreement between the City and the Sacramento Housing and Redevelopment Agency and Fund Transfer.

SUMMARY

As part of the Hyatt Regency Frontage Improvement project, the City and the Redevelopment Agency wish to enter into an agreement for the City to provide project management services and contribution of City funds for the project construction. The Redevelopment Agency is responsible for design, construction and financing of the public improvements including the replacement of an existing 15-inch sewer in K Street.

Appropriation of funds is required and approval of the agreement is recommended.

BACKGROUND

See the attached letter to City Council.

FINANCE

See the attached letter to City Council.

Budget and Finance Committee  
Hyatt Regency Hotel - Public/Frontage Improvements (JN:1416)  
February 16, 1988  
Page 2


RECOMMENDATION

It is recommended that the Budget and Finance Committee approve the establishment of a new Capital Improvement Program project account and the transfer of funds and forward this report to the full City Council for adoption of the attached resolution.

Respectfully submitted:

  
THOMAS M. FINLEY  
Engineering Division Manager

Recommendation Approved:

  
JACK R. CRIST  
Deputy City Manager

CQ:eh  
ED1-19.E  
02.0588.3

Attachment

Approved:

MELVIN H. JOHNSON  
Director of Public Works

February 16, 1988  
District No. 1

# RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT  
BETWEEN THE CITY OF SACRAMENTO AND THE  
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY  
FOR THE CITY TO PROVIDE PROJECT MANAGEMENT SERVICES,  
THE CONTRIBUTION OF CITY FUNDS,  
AND FOR THE CONSTRUCTION OF PUBLIC FRONTAGE IMPROVEMENTS  
ASSOCIATED WITH THE HYATT REGENCY HOTEL PROJECT,  
INCLUDING THE 15-INCH SEWER REPLACEMENT,  
AND AUTHORIZING TRANSFER OF FUNDS (JN:1416)

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

1. The City Manager and the City Clerk are hereby authorized and directed to execute on behalf of the City of Sacramento an agreement with the Sacramento Housing and Redevelopment Agency for project management services to be provided by the City, contribution of City funds, and for the Redevelopment Agency to cause to be constructed the replacement of the K Street Sewer the cost for which they will be reimbursed by the City.
2. The Capital Improvement Program is amended by transferring \$235,000 from the Overwidth Pavement Reimbursement project (209-500-ID56-4332) to the Major Street Fund Contingency Reserve (209-710-7012-4999).
3. The Capital Improvement Program is further amended by establishing the Hyatt Regency Public Improvement project and transferring \$235,000 from the Major Street Fund Contingency Reserve (209-710-7012-4999) to the Hyatt Regency Public Improvement project (209-500-XXXX-4820).

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MAYOR

ATTEST:

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CITY CLERK

CQ:eh  
ED1-19.E

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2. The Capital Improvement Program is amended by transferring \$235,000 from the Overwidth Pavement Reimbursement project (209-500-TD56-4332) to the Major Street Fund Contingency Reserve (209-710-7012-4999).
3. The Capital Improvement Program is further amended by establishing the Hyatt Regency Public Improvement project and transferring \$235,000 from the Major Street Fund Contingency Reserve (209-710-7012-4999) to the Hyatt Regency Public Improvement project (209-500-XXXX-4820).

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

CQ:eh  
ED1-19.E

# RESOLUTION NO.

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AND AUTHORIZING TRANSFER OF FUNDS (JN:1416)

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

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MAYOR

ATTEST:

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CITY CLERK

CQ:eh  
ED1-19.E



**DEPARTMENT OF  
PUBLIC WORKS**

ENGINEERING DIVISION

THOMAS M. FINLEY  
ENGINEERING DIVISION MANAGER

February 16, 1988

City Council  
Sacramento, California

Honorable Members In Session:

**SUBJECT:** Hyatt Regency Hotel - Public/Frontage Improvements (JN:1416); Approval of Agreement between the City of Sacramento and the Sacramento Housing and Redevelopment Agency and Fund Transfer

SUMMARY

As part of the Hyatt Regency Frontage Improvement project, the City and the Redevelopment Agency wish to enter into an agreement for the City to provide project management services and contribution of City funds for project construction. The Redevelopment Agency is responsible for design, construction and financing of the public improvements including the replacement of an existing 15-inch sewer in K Street. It is recommended that the City enter into the agreement with the Redevelopment Agency and that funds be appropriated for the City's contribution for construction of the Hyatt Regency Frontage Improvement project. This item was considered by the Budget and Finance Committee at its meeting of February 16, 1988.

BACKGROUND

The construction and financing of public improvements for the subject project are being provided through a Redevelopment Agency Disposition/Development Agreement (DDA) dated September 16, 1986 and amended November 17, 1987. Design of these improvements has been carried out under an agreement between the Redevelopment Agency, JB and LE Regency Venture, and Ellerbe Associates.

Agreement Between the City and Redevelopment Agency

Attached as Exhibit I is an agreement with the Redevelopment Agency for the City to provide project management services during the design and construction of the subject improvements.

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CALIFORNIA

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Because the project is a public improvement activity and because the City will own the subject improvements upon completion, the Agency staff felt it appropriate to retain the City Department of Public Works' involvement throughout the design and construction of the project.

The City will provide project management services which will include coordination of City Departments to facilitate smooth progress of design and construction activities; coordination with adjacent property and business owners; definition and communication of City requirements and project design criteria to the architect; plan checking for conformance with City requirements and specific project design criteria; review and recommendations on proposed change orders; and construction inspection services.

The agreement attached as Exhibit I also provides for the City to contribute \$235,000 in Major Street Construction Tax Funds for construction of street related improvements that are part of the subject project.

#### Construction of K Street Sewer Replacement

The existing 15-inch combined sewer in K Street has a number of service connections which protrude into the sewer main. These connections obstruct sewer flow and preclude maintenance. This sewer has been a continual source of maintenance problems and the replacement was approved as a new Capital Improvement Program project by City Council on January 19, 1988. Plans and specifications have been prepared for this project.

This sewer replacement is closely related to the K Street Public Improvement construction. The existing sewer alignment is situated just off the center of the mall, roughly in the middle of the proposed mall improvement construction area. In addition, the proposed mall improvements include construction of new drainage facilities that will require connections to the 15-inch sewer. Due to this close relationship the sewer replacement and mall improvements should be constructed under one contract. The Redevelopment Agency has agreed to include this construction in their Development/Disposition Agreement (DDA) which provides for construction of the mall improvements.

#### FINANCIAL

The Agency will reimburse the City for the project management services to be provided by the City pursuant to the agreement in Exhibit I. The cost of these services is estimated to be \$75,000.

The proposed Major Street Tax Fund Contribution is \$235,000. It is proposed that \$235,000 be transferred from the Overwidth Pavement Reimbursement (PN:TD56) Fund.

The estimated project cost for the design and construction of the K Street Sewer Replacement is \$75,000. Funds were transferred into a CIP project account under a resolution approved by City Council on January 19, 1988. The construction cost

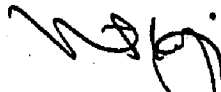
City Council  
Hyatt Regency Hotel - Public/Frontage Improvements (JN:1416)  
February 16, 1988  
Page 3

for this project is estimated to be \$58,000. The City will reimburse the Agency for the construction amount negotiated for this project.

RECOMMENDATION

It is recommended that the City Council approve the agreement with the Sacramento Housing and Redevelopment Agency and appropriate the necessary funds by adoption of the attached resolution.

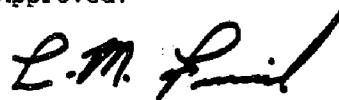
Respectfully submitted:



*for* THOMAS M. RINLEY  
Engineering Division Manager

Recommendation Approved:

Approved:



*for* MELVIN H. JOHNSON  
Director of Public Works

WALTER J. SLIPE  
City Manager

CQ:eh  
ED1-19.E  
02.0588.3

February 16, 1988  
District No. 1

Attachment



# RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

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BETWEEN THE CITY OF SACRAMENTO AND THE  
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY  
FOR THE CITY TO PROVIDE PROJECT MANAGEMENT SERVICES,  
THE CONTRIBUTION OF CITY FUNDS,  
AND FOR THE CONSTRUCTION OF PUBLIC FRONTAGE IMPROVEMENTS  
ASSOCIATED WITH THE HYATT REGENCY HOTEL PROJECT,  
INCLUDING THE 15-INCH SEWER REPLACEMENT,  
AND AUTHORIZING TRANSFER OF FUNDS (JN:1416)

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

1. The City Manager and the City Clerk are hereby authorized and directed to execute on behalf of the City of Sacramento an agreement with the Sacramento Housing and Redevelopment Agency for project management services to be provided by the City, contribution of City funds, and for the Redevelopment Agency to cause to be constructed the replacement of the K Street Sewer the cost for which they will be reimbursed by the City.

2. The Capital Improvement Program is amended by transferring \$235,000 from the Overwidth Pavement Reimbursement project (209-500-TD56-4332) to the Major Street Fund Contingency Reserve (209-710-7012-4999).

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---

MAYOR

ATTEST:

---

CITY CLERK

CQ:eh  
ED1-19.E

CITY OF SACRAMENTO  
AGREEMENT FOR CONTRIBUTION OF FUNDS  
FOR  
FRONTAGE AND MALL IMPROVEMENTS ASSOCIATED  
WITH THE CAPITOL CENTER HYATT REGENCY HOTEL PROJECT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1988, by and between the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY", AND THE REDEVELOPMENT AGENCY of the CITY OF SACRAMENTO, a public corporation, hereinafter referred to as "AGENCY."

WITNESSETH

WHEREAS, AGENCY is responsible for design, construction, and financing of public improvements for the block bounded by 12th/13th/K/L Streets as part of the Capitol Center Hyatt Regency Hotel Project; and

WHEREAS, AGENCY has contracted with Donald Celli and Associates for design of curb, gutter, and sidewalk improvements for 12th Street and L Street; and

WHEREAS, AGENCY has contracted with Ellerbe Associates for design of the 13th Street and K Street Mall improvements and architectural treatment of the sidewalk along 12th and L Streets; and

WHEREAS, AGENCY desires the CITY to provide technical and project management services; and

WHEREAS, AGENCY desires CITY to contribute funds for design and construction of street related public improvements; and

WHEREAS, CITY agrees to design and prepare construction documents for the replacement of the 15-inch combined sewer in K Street; and

WHEREAS, CITY agrees to contribute Major Street Construction Tax Funds for street related public improvements and funds for the construction of sewer improvements under the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually agreed as follows:

SECTION 1: AGENCY agrees to cause to be constructed as an AGENCY project the proposed public improvements for the block bounded by 12th/13th/K/L Streets as part of the Capitol Center Hyatt Regency Hotel Project, HEREAFTER referred to as "PROJECT", as well as CITY required sewer replacement (as per details in Exhibit A), and to do all things necessary for said construction including, but not limited to providing contract plans, construction cost estimates, contract specifications and special provisions; acquiring all necessary permits; preparing and processing all required environmental documents; arranging for utility coordination and all necessary utility alterations and/or relocations; and performing all functions of contract administration.

SECTION 2: AGENCY agrees that CITY shall review and approve the plans and abstract specifications for the PROJECT prior to AGENCY approval of final construction plans for the Project as well as provide plans for the sewer placement.

SECTION 3: CITY agrees to provide the AGENCY with construction management, coordination of City Departments to facilitate smooth progress of design and construction of the PROJECT improvements. The City Department of Public Works shall provide PROJECT coordination to assure that responsibilities for the various elements of the PROJECT are clearly defined, identify information and provide design criteria to the PROJECT architect, provide plan review during design; review of proposed change orders and recommended action; and provide inspection services during construction.

SECTION 4: AGENCY agrees that CITY shall inspect constructed PROJECT improvements for conformance to CITY standards prior to final acceptance of PROJECT by AGENCY and CITY.

SECTION 5: Upon PROJECT completion, CITY shall receive dedication of all improvements within the public right-of-way.

SECTION 6: CITY agrees to contribute \$235,000 in Major Street Construction funds for the construction of the PROJECT. These funds shall only be used for street related public improvements within the public right-of-way. In addition, CITY agrees to contribute Flood Control and Sewer funds in amount sufficient to construct sewer improvements as delineated in Exhibit A.

SECTION 7: AGENCY and CITY agree that CITY will be reimbursed for actual direct and indirect salary, fringe benefits, and overhead costs, as well as all salary benefits, for providing services described in Section 3 above not to exceed seventy five thousand dollars (\$75,000.00) without prior written authorization by the AGENCY. CITY will accumulate and bill the AGENCY for non-salary expenses and labor charges. Payment by AGENCY to CITY for services described in Section 3 above will be payable to CITY based upon monthly billings prepared by the CITY. AGENCY agrees to pay within 30 days of billing by CITY. If AGENCY fails to proceed with or terminates the PROJECT, AGENCY agrees to reimburse CITY for all expenses incurred by CITY during the performance of work described by the agreement. Services to be provided and estimated costs shall be defined in Exhibit B.

SECTION 8: CITY agrees to make payment of the Major Street Construction Tax contribution in one lump sum payment. CITY will make payment to AGENCY prior to completion of project improvements.

SECTION 9: AGENCY agrees to provide evidence that Major Street Construction Funds are expended per criteria of Section 6, above, and provide evidence that construction work is executed in accordance with applicable AGENCY requirements.

SECTION 10: AGENCY agrees, by execution of this agreement, to assume the defense of, indemnify and hold harmless, CITY, its officers, employees, and agents, from and against all actions, damages, claims, losses, or expenses of every type and description to which they may be subject or put, by reason of, or resulting from, the construction or installation of improvements until such time

as improvements are dedicated to the CITY.

SECTION 11: Agency agrees that the project is not a CITY project and finds that the obligations arising from this agreement are not a debt of CITY, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or any of its income, receipts, or revenues, except the amount designated for the project as reflected in Section 5 of this agreement. AGENCY further agrees that neither the General fund nor any other funds of CITY, except as previously described in Section 6, shall be liable for payment of any obligations arising from this agreement. AGENCY further agrees that the credit or general taxing power of CITY is not pledged for the payment of any obligations arising from this agreement and that AGENCY shall not compel the exercise of CITY'S taxing power or the forfeitures of any of its property to satisfy any obligations arising from this agreement.

SECTION 12: Modifications or amendments affecting the terms and conditions contained in this agreement shall be in writing and executed by all parties.

ATTEST:

CITY OF SACRAMENTO,  
a municipal corporation

By \_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_

APPROVED AS TO FORM:

REDEVELOPMENT AGENCY OF  
THE CITY OF SACRAMENTO,  
a public corporation

\_\_\_\_\_  
CITY ATTORNEY

By \_\_\_\_\_

MK: bh  
ED1-04.B