



**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



4

June 19, 1990

Budget & Finance Committee
Transportation/Community
Development Committee
Sacramento, CA

Honorable Members in Session:

SUBJECT: Amendment to Owner Participation Agreement for
Traveler's Hotel Building Parking (Parking Lot U)

SUMMARY

The attached report is submitted to you for review and recommendation prior to consideration by the Redevelopment Agency of the City of Sacramento.

RECOMMENDATION

The staff recommends approval of the attached resolution approving the amendment to the agreement.

Respectfully submitted,

ROBERT E. SMITH
Executive Director

TRANSMITTAL TO COMMITTEE:

SOLON WISHAM, JR.
Assistant City Manager

Attachment

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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Agency staff and City Parking staff recommend the proposed new agreement for two reasons. First, it is often essential to the economic viability of certain renovation projects, such as Traveler's, that they be provided parking in City facilities. Second, the rates set forth in the parking agreement include payment of a premium which acknowledges the value of the guarantee of monthly permits for the period of the OPA.

FINANCIAL DATA

The current rate for parking spaces under the OPA is \$51 per month in Lot U. According to the proposed agreement, effective July 1, 1990, the rate would increase to \$79, \$102, or \$110 according to the assigned parking facility. The estimated rates over the term of the parking agreement, assuming an increase in 1990-91 of 20% and an annual increase of 7% thereafter, would be as follows:

<u>Year</u>	<u>Current Agreement</u>	<u>Proposed Rates</u>		
	<u>Lot U</u>	<u>Lot P</u>	<u>Lot G</u>	<u>Lot K</u>
1990-1991	\$55	\$ 76	\$ 98	\$106
1991-1992	Downtown Plaza	81	105	113
1992-1993	Construction	87	112	121
1993-1994	Begins	93	120	130
1994-1995		100	128	139
1995-1996		107	137	149
1996-1997		114	147	159
1997-1998		122	157	170
1998-1999		131	168	182
1999-2000		140	180	195
2000-2001		150	193	209
2001-2002		160	206	223
2002-2003		171	221	239
2003-2004		183	236	255
2004-2005		196	253	273

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POLICY CONSIDERATIONS

The action proposed in this report establishes a precedent for a surcharge on parking rates for long term parking agreements. This report will be brought forward to the Council simultaneously with a similar agreement between the City and 10th and "K" Investors, which also provides for a guarantee of parking spaces and surcharge. The surcharge recognizes the value added to downtown properties for the guarantee of long term parking availability.

ENVIRONMENTAL REVIEW

CEQA: This administrative action is exempt from environmental review per Section 15378(b)(3).

NEPA: Not applicable - no federal funding involved.

VOTE AND RECOMMENDATION OF COMMISSION

At its meeting of June 18, 1990, the Sacramento Housing and Redevelopment Commission adopted a motion recommending approval of the attached resolution. The votes were as follows:

AYES:

NOES:

ABSENT:

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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RECOMMENDATION

Staff recommends approval of the attached resolution which authorizes the Executive Director to execute the parking agreement between the Agency and the Traveler's Building owners.

Respectfully submitted,



ROBERT E. SMITH
Executive Director

TRANSMITTAL TO COUNCIL:

WALTER J. SLIPE
City Manager

Contact Person: Thomas V. Lee, Director, Community Development
440-1357

900542.JMM

RESOLUTION NO.

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF _____

PARKING AGREEMENT WITH SANWA BANK FOR TRAVELER'S BUILDING

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO:

Section 1: The Executive Director is hereby authorized to enter into the attached "Parking Agreement Traveler's Building" with Sanwa Bank to provide 160 parking spaces for tenants of the Traveler's Building on an "as needed" basis until July 1, 2005 in accordance with its terms.

Section 2: As a condition of said agreement, Sanwa Bank shall cause the termination of all existing parking agreements with the City or Agency regarding the Traveler's Building.

CHAIR

ATTEST:

SECRETARY

share\reso\sanwa

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

PARKING AGREEMENT TRAVELERS BUILDING

THIS AGREEMENT, entered into as of this _____ day of _____, 1990, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic (herein called the "Agency"), and SANWA BANK, (herein called "Owner"), owners of the Travelers Building (herein called "Property").

WITNESSETH

WHEREAS, the Agency and Owner desire to enter into an agreement for the provision of parking spaces for the Property described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Agency and Owner desire to terminate all previous agreements regarding parking related to the Property;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

Section 1: The Agency shall allocate and make available to Owner not more than 160 monthly parking permits, as and when requested by Owner and subject to the following terms and conditions.

(a) Said parking permits shall permit use of parking spaces located on "Lot G," "Lot K" and "Lot P" as commonly referenced by the City of Sacramento ("City") and as shown in the map attached as Exhibit "B." Allocation and designation of said parking permits among the above three locations shall be at the sole discretion of Agency, except that of the total 160 permits, 107 permits shall be assigned to Lot K or Lot G and 53 permits shall be assigned to Lot P.

(b) Disabled persons, who are issued disabled persons placards from the Department of Motor Vehicles of the State of California, may park in designated handicapped parking spaces in Lots U, G, K or P, providing that said handicapped placards are displayed as called for in the California Vehicle Code.

(c) Agency shall continue to make available said 160 parking permits until June 30, 2005.

(d) The monthly rate charged for any permits granted on a month to month basis shall be equal to 115% of the prevailing City monthly parking permit rate, as set by Resolution of the City Council, for respective parking facilities under this agreement. Such prevailing rate shall mean the rate charged by the City for

monthly parking permits within the facility to which the permits, under this agreement, are located.

(e) Owner or Owner's agent shall pay to Agency or Agency's agent the monthly payment at 1023 "J" Street, Sacramento, California 95814-2877 during the renewal period as set forth by the Agency or Agency's agent, or of such other location as Agency may designate to Owner in writing.

(f) All rules and conditions of the City's Standard Parking Agreement, attached as Exhibit "C," shall be in effect. Agency may cancel and withhold further issuance of a permit to holders of permits under this Agreement if Agency reasonably determines that such permit holder has repeatedly or flagrantly violated or abused such rules and conditions. Agency may cancel this Agreement after written notice to Owner that several permit holders under this Agreement have committed multiple abuses or violations of the rules and conditions. Owner shall have thirty (30) days after notice to cure such abuses, and if Owner fails to do so, this Agreement shall be terminated. Agency shall not be obligated after such termination, to refund any fees received under this Agreement. Agency shall also have full rights to pursue any action of law or equity related to such violations.

(g) Agency shall have reasonable access to the records of Owner regarding administration of said parking permits.

(h) In the event of the demolition or destruction of the improvements presently situated on the Property at any time during the term, the provisions of this Agreement shall forthwith terminate.

(i) Owner shall provide the parking permits under this Agreement only to tenants or the agents and employees of tenants of the Property and at a monthly rate which shall not exceed the rate Owner pays to Agency for each parking permit.

(j) This Agreement shall in no way obligate Agency to construct or purchase parking spaces for the use of Owner or Owner's tenants.

(k) Written notice from the Owner to the Agency shall be required 30 days prior to increasing or decreasing number of active permits. Notice to be sent to City of Sacramento, 1023 "J" Street, Suite 202, Sacramento, California 95814-2877.

(l) If any regulations or laws enacted by the City, County of Sacramento, State of California, or U.S. Federal Government, material conflict with the provisions of this Agreement, this Agreement shall terminate.

(m) Each month, 10 days prior to permit renewal, Owner shall provide an updated and current list of all tenants of the Traveler's Building to whom monthly permits are issued. This list shall consist of the names, vehicle license numbers, employers, employer's addresses and telephone numbers of all individual persons to whom permits are issued.

(n) If Owner discontinues purchasing permits at any time under this agreement or if Owner purchases permits for individuals not employed at businesses within the Traveler's Building, this agreement shall be subject to termination by Agency with 15 days written notice to Owner.

(o) Should Owner elect to forego monthly parking privileges for tenants of the Traveler's Building under this agreement, in lieu of alternative parking in City parking facilities at a non-surcharge City parking rate, this agreement shall be subject to termination by Agency with 15 days written notice. This condition shall not apply if Owner has purchased the total 160 permits provided under this agreement.

Section 2: This Agreement supercedes any and all previous agreements between the Agency and Owner or any previous owner regarding the subject matter of this Agreement, and such previous agreements are void and of no force and effect. As a condition of this Agreement, Owner shall, with Agency cooperation, cause the termination of all such outstanding agreements.

APPROVED AS TO FORM:

General Counsel

APPROVED:

Finance Department

Organization:
Account:
Cost Center:

Sanwa

REDEVELOPMENT AGENCY OF THE
CITY OF SACRAMENTO

By: _____

ROBERT E. SMITH
Executive Director

SANWA BANK, a Corporation

By: _____

Title: _____

EXHIBIT "A"

All that certain real property situated in the City of Sacramento, County of Sacramento, State of California, particularly described as follows:

Lot 4 in Block bounded by J and K, Fourth and Fifth Streets of the City of Sacramento, according to the official map or plan thereof.

EXHIBIT "B"

MAP OF FACILITIES

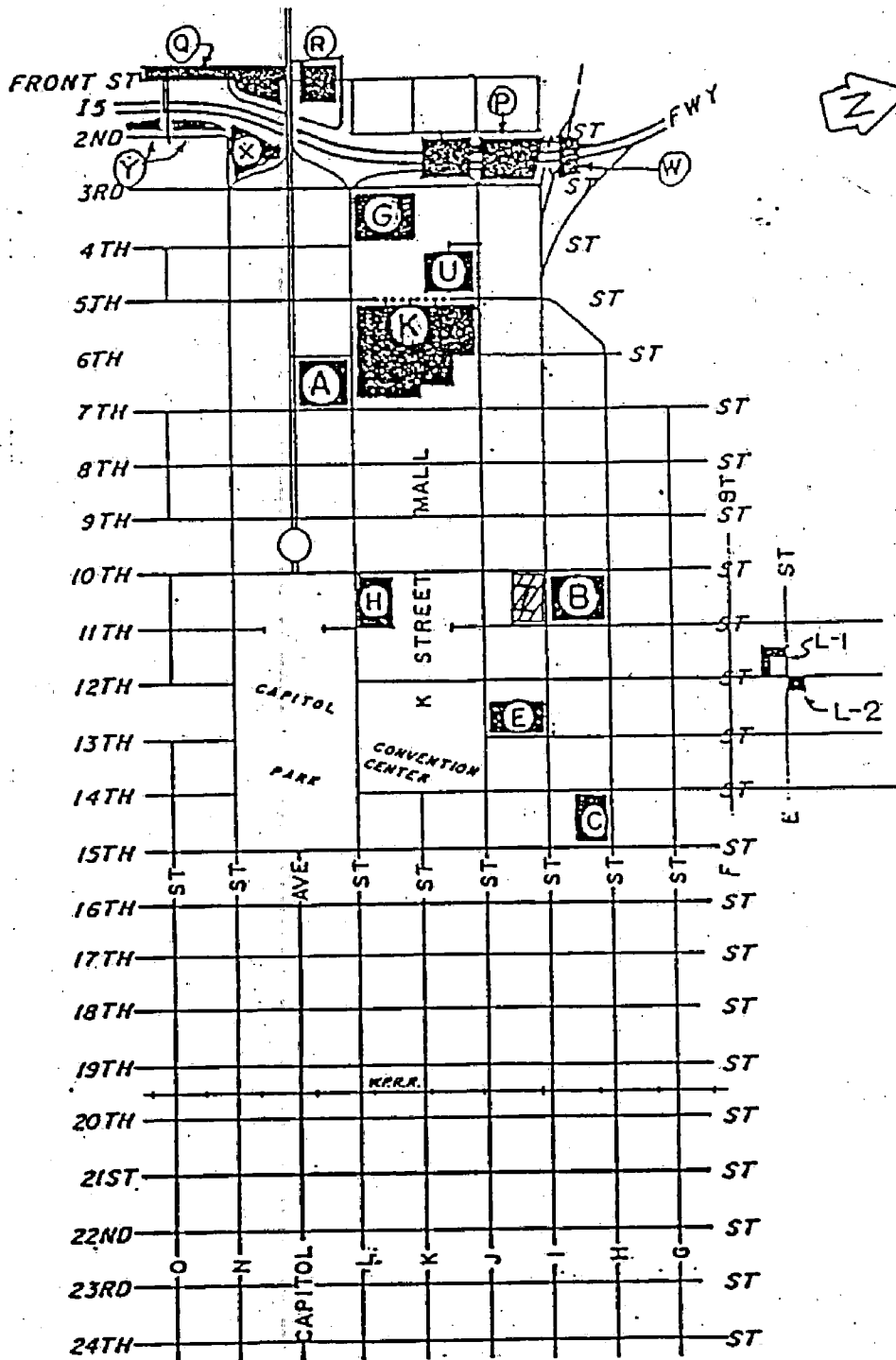


EXHIBIT "C"

CITY OF SACRAMENTO
MONTHLY PERMIT AGREEMENT

1. Payment for monthly parking permit must be made on or before the renewal date as designated by the Agency.
2. A card Deposit, as set by Resolution of the City Council, is required upon initial issue of the computer access card or display permit. Upon cancellation of parking, a refund will be given for the card or permit returned in good reusable condition.
3. Lost or Damaged cards or permits beyond normal wear are replaced for a replacement fee, as set by Resolution of the City Council.
4. Care of card or permit is the patrons responsibility, such as protecting the computer access card from abnormal wear due to warping by not leaving it in the sun or clipped to visors and other reasonable measures to prevent damage.
5. Use of permit is for the sole use of the registered permit holder and is non-transferable. The permit authorizes the parking of one (1) passenger vehicle or light truck at any single time. Permit is for designated facility or lot only and no definite space is assigned. Computer access card must be used to enter and to exit facility at all times. Display permit must be visible in designated method at all times while vehicle is parked on lot. Use of an invalid permit is prohibited and use of said invalid permit shall be charged the daily rate. There shall be no refunds for daily fees paid for use of an invalid card.
6. Rate and Fee Schedules are set by City Council Resolution. Notice of all proposed and final changes shall be published at all parking facilities for review.
7. Renewal Requirements:
 - a. Payment received during renewal periods as set forth by City Parking Administration.
 - b. Provide positive identification with driver's license.
 - c. Update all name, address, vehicle information, telephone and carpool rider changes.
8. Permit holder shall provide information upon request to validate their personal usage at any time. Failure to cooperate fully or comply with this agreement as stated shall result in cancellation of permit.
9. Permit holder shall comply with these conditions, as well as all regulations posted in the parking facilities (No Parking, Red Zone, Handicap Parking, parking between lines, Compact Car Only, Speed Limits, Directional Flows, etc.) at all times.