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SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

CITY MANAGER'S OFFICE

March 11, 1981

RECEIVED
MAR 11 1981

Redevelopment Agency of the
City of Sacramento
Sacramento, California

APPROVED
BY THE CITY COUNCIL

MAR 24 1981

AG 80191

AG 80191-A

OFFICE OF THE
CITY CLERK

Honorable Members in Session:

SUBJECT: Surface Improvements of 11th Street, Installation of Street Lights along 11th, 12th and J Streets, and Improvement of the Alley from 11th to 12th Streets Between J and K Streets.

SUMMARY

The attached resolution authorizes the Executive Director to (1) execute an agreement with the City of Sacramento for the construction of surface improvements of 11th Street between J Street and the J-K Alley; (2) execute an agreement with the City of Sacramento for the installation of street lights along the 11th, 12th and J Street boundaries of the north one-half of the block bounded by J, K, 11th and 12th Streets; and (3) execute an amendment to the disposition agreement with Capitol Development Co., Ltd. which would assume for the Agency the responsibility for the aforementioned street lights and assume for the Redeveloper the responsibility for reconstruction of the alley from 11th to 12th Streets between J and K Streets.

BACKGROUND

Capitol Development Co., Ltd. has purchased from the Agency the half block bounded by 11th, 12th and J Streets and the J-K Alley. It has developed an office building on that parcel which is presently nearing completion. In the original disposition documents, no agreement was reached as to the rebuilding of the J-K Alley between 11th and 12th Streets nor as to the installation of street lights along 11th, 12th and J Streets. In December 1980, Assistant City Manager Mailes negotiated an arrangement with the Redeveloper whereby the

APPROVED

SACRAMENTO REDEVELOPMENT AGENCY

Date

3/24/81

APPROVED

SACRAMENTO REDEVELOPMENT AGENCY

Date

3/17/81

Cont to
3-24-81

3-17-81

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the
City of Sacramento
March 11, 1981
Page Two

Redeveloper would agree to rebuild the entire alley to current City standards and the City would assume responsibility for the installation of new street lights bounding the property on 11th, 12th and J Streets. The attached documents incorporate that agreement.

Additionally, the Agency has long planned and previously appropriated monies to complete surface improvements including curbs, gutters, sidewalks, drainage facilities, street lights and related improvements on 11th Street between J Street and the J-K Alley. The attached agreement between the City and the Agency facilitates the construction of those improvements.

FINANCIAL IMPACT

The City Engineering Department has informed the Agency that the total cost of the installation of the street lights pursuant to the agreement with the Redeveloper is \$7,880.00. This cost represents the full financial impact of the agreement with the Redeveloper. Additionally, the cost of the surface improvements on 11th Street will not exceed and will in all probability be substantially less than \$240,000.00.

VOTE AND RECOMMENDATION OF COMMISSION

It is anticipated that the Sacramento Housing and Redevelopment Commission, at its meeting of March 16, 1981, will recommend adoption of the attached resolution. If they should fail to do so, you will be notified prior to your March 17, 1981 meeting.

RECOMMENDATION

The staff recommends adoption of the attached resolution authorizing (1) execution of an agreement with the City of Sacramento for the surface improvements of 11th Street between J Street and the J-K Alley; (2) execution of an agreement with the City of Sacramento for the installation of street lights along the 11th, 12th and J Streets boundaries of the north one-half of the block bounded by J, K, 11th and

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the
City of Sacramento
March 11, 1981
Page Three

12th Streets; and (3) execution of an amendment to the disposition agreement with Capitol Development Co., Ltd. summarizing the agreement between the parties with respect to the installation of the street lights and the reconstruction of the alley from 11th to 12th Streets between J and K Streets.

Respectfully submitted,

William H. Edgar

WILLIAM H. EDGAR
Interim Executive Director

TRANSMITTAL TO COUNCIL:

Walter J. Slipe

WALTER J. SLIPE
City Manager

Contact Person: Brenton A. Bleier

RESOLUTION No. 81-229

Adopted by The Sacramento City Council on date of

MARCH 17, 1981

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN
THE CITY OF SACRAMENTO AND THE REDEVELOPMENT AGENCY
OF THE CITY OF SACRAMENTO.

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

The City Manager and the City Clerk are authorized and directed to execute an agreement by and between the City of Sacramento and the Redevelopment Agency of the City of Sacramento for the surface improvement of 11th Street, between J Street and the J-K Alley, including curbs, gutters, sidewalks, drainage facilities, street lights, and related improvements, provided the lowest responsible bid for said work equals the sum of \$240,000.00 less engineering services, or the Agency agrees to pay an additional sum sufficient to pay any excess bid;

BE IT FURTHER RESOLVED the City Manager and the City Clerk are authorized and directed to execute an agreement by and between the City of Sacramento and the Redevelopment Agency of the City of Sacramento to include installation of street lighting along 11th, 12th, and J Street boundaries of the north one half of the block bounded by J, K, 11th and 12th Streets for the sum of \$7,880.00 to be paid by the Agency to the City.

MAYOR

ATTEST:

CITY CLERK

APPROVED
BY THE CITY COUNCIL

MAR 24 1981

OFFICE OF THE
CITY CLERK

~~APPROVED~~
~~SACRAMENTO REDEVELOPMENT AGENCY~~

~~Date~~ _____

RESOLUTION NO. 81-023

Adopted by the Redevelopment Agency of the City of Sacramento

March 17, 1981

AUTHORIZING EXECUTION OF AGREEMENTS WITH THE CITY OF SACRAMENTO AND SECOND AMENDMENT TO CONTRACT FOR SALE OF LAND FOR PRIVATE REDEVELOPMENT WITH CAPITOL DEVELOPMENT CO., LTD. - SURFACE IMPROVEMENT OF 11TH STREET, INSTALLATION OF STREET LIGHTS AND IMPROVEMENT OF ALLEY (OFFICE BUILDING SITE: NORTH ONE-HALF J, K, 11TH and 12TH STREETS).

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

Section 1. The Executive Director is authorized to execute that certain Agreement with the City of Sacramento, in form approved by Agency Counsel, in connection with the surface improvement of 11th Street between J Street and the J-K Alley. The total liability of the Agency under said Agreement shall not exceed Two Hundred Forty Thousand Dollars (\$240,000.00).

Section 2. The Executive Director is authorized to execute that certain Agreement with the City of Sacramento, in form approved by Agency Counsel, in connection with the installation of street lights along the 11th, 12th and J Street boundaries of the north one-half of the block bounded by J, K, 11th and 12th Streets. The total liability of the Agency under said Agreement shall not exceed Seven Thousand Eight Hundred Eighty Dollars (\$7,880.00).

Section 3. The Executive Director is authorized to execute the Second Amendment to Contract for Sale of Land for Private Redevelopment with Capitol Development Co., Ltd., in form approved by Agency Counsel, setting forth the obligations of the parties with respect to the installation of street lights and the reconstruction of the alley from 11th to 12th Streets between J and K Streets.

ATTEST:

SECRETARY

APPROVED
SACRAMENTO REDEVELOPMENT AGENCY

CHAIRMAN

Date 3/24/81

A G R E E M E N T

Surface Improvement of 11th Street
Between J Street and the J-K Alley

THIS AGREEMENT, made this _____ day of _____, 1981, by and between the CITY OF SACRAMENTO, a municipal corporation (herein called "City"), and the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic (herein called "Agency").

IT IS MUTUALLY AGREED, as follows:

1. The purpose of this Agreement is to provide for the surface improvement of 11th Street between J Street and the J-K Alley, including curbs, gutters, sidewalks, drainage facilities, street lights and related improvements, by means of a contract between City and a third party.

2. City shall have the power and shall cause the construction of the surface improvements in accordance with both this Agreement and plans and specifications approved by the City. Said surface improvements shall be done by a contract with a third party which shall be entered into only after competitive bidding and in accordance with standard City bidding procedures.

3. Upon completion of the contract for the surface improvements, Agency shall pay to City an amount equal to the sum of the actual cost to City under said contract, plus charges for engineering services determined in accordance with Section 38.7 of the Sacramento City Code; provided, however, that Agency's total liability under this Agreement shall not exceed TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000.00); and provided, further, that the Executive Director of the Agency shall have the authority to make changes in the scope of the work required to be performed hereunder provided that the total net amount of such changes does not change the contract amount as defined in the contract between City and a third party by more than ten percent (10%).

4. In the event the lowest responsible bid submitted for said work exceeds the amount set forth as maximum compensation in Section 3 above, less that portion of said amount which is payable to City as reimbursement for engineering services, then City shall not be obligated to perform said work unless Agency agrees to amend this Agreement to increase said maximum compensation by an amount such that the maximum compensation in the amended

Agreement equals or exceeds the sum of the amount of the lowest responsible bid plus the amount payable to City as reimbursement for engineering services. In the event Agency fails to agree to so amend this Agreement within forty-five (45) days following receipt of bids for said work, then this Agreement shall be null and void and of no further force and effect.

5. Agency shall indemnify, hold harmless and defend the City, its officers, agents and employees against any and all claims or demands which may be made by reason of activities undertaken under this Agreement, except, however, that nothing contained herein shall require the Agency to indemnify or save harmless the City from liability or damages resulting from the negligence or willful act or omission of City, or its officers, agents or employees. The City shall indemnify, hold harmless and defend the Agency, its officers, agents and employees against any and all claims or demands which may be made by reason of the negligence or willful act or omission of the City, or its officers, agents or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SACRAMENTO

By _____ Mayor

Attest: _____ City Clerk

APPROVED AS TO FORM:

City Attorney

REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO

By _____
Interim Executive Director

APPROVED AS TO FORM:

Chief Counsel

APPROVED:

Finance Department

Funding Source

Organization #2400

Organization Approval
[Authorized by Resolution
No. _____]

A G R E E M E N T

THIS AGREEMENT, made this _____ day of _____, 1981, by and between the CITY OF SACRAMENTO, a municipal corporation (herein "City"), and the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic (herein "Agency").

WITNESSETH:

WHEREAS, pursuant to agreement with Capitol Development Co., Ltd., the developer of the north one-half of the block bounded by J, K, 11th and 12th Streets, Agency has assumed responsibility for the installation of street lights along the street boundaries of said project; and

WHEREAS, Agency and City desire to incorporate such installation work into the City's on-going street light conversion project.

NOW, THEREFORE, it is agreed as follows:

1. City agrees to install street lights along the 11th, 12th and J Street boundaries of the above-described property, and shall include such installation in its on-going Street Light Conversion Project, in accordance with applicable technical specifications, standards and practices of the City of Sacramento.

2. Agency shall pay to City an amount equal to the sum of the actual cost to City for said street light installation; provided, however, that Agency's total liability under this Agreement shall not exceed SEVEN THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$7,880.00).

3. Agency shall make payment to City upon completion of the work required hereunder and upon receipt from City of a statement showing work completed in accordance with this Agreement.

4. Agency shall indemnify, hold harmless and defend the City, its officers, agents and employees against any and all claims or demands which may be made by reason of activities undertaken under this Agreement, except, however, that nothing contained herein shall require the Agency to indemnify or save harmless the Agency from liability or damages resulting from the negligence or willful act or omission of City, or its officers, agents and

employees. The City shall indemnify, hold harmless and defend the Agency, its officers, agents and employees against any and all claims or demands which may be made by reason of the negligence or willful act or omission of City or its officers, agents and employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SACRAMENTO

By _____
Mayor

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO

By _____
Interim Executive Director

APPROVED AS TO FORM:

Chief Counsel

APPROVED:

Finance Department

Funding Source

Organization #2400

Organization Approval

[Authorized by Resolution
No. _____]

SECOND AMENDMENT TO CONTRACT FOR
SALE OF LAND FOR PRIVATE REDEVELOPMENT

THIS SECOND AMENDMENT, entered into as of this _____ day of _____, 1981, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic (hereinafter called the "Agency"), and CAPITOL DEVELOPMENT CO., LTD., a partnership (hereinafter called the "Redeveloper").

WITNESSETH:

WHEREAS, the Redeveloper and the Agency are the parties and successor in interest to the parties of a certain Contract for Sale of Land for Private Redevelopment dated September 11, 1978; and

WHEREAS, certain ambiguities have arisen as to the responsibility of the parties for certain improvements related to the development of the property subject to the aforementioned Contract; and

WHEREAS, the parties desire to assign those responsibilities as between the parties and thereby make certain minor modifications to said Contract for Sale of Land for Private Redevelopment.

NOW, THEREFORE, it is agreed that:

1. Redeveloper shall assume full responsibility for reconstruction and replacement of the entire alley from 11th to 12th Streets between J and K Streets, and shall reconstruct same at its own expense and without contribution from the Agency or the City of Sacramento in accordance with the applicable technical specifications, standards and practices of the City of Sacramento.

2. The Agency shall assume the responsibility for the installation of street lights along the 11th, 12th, and J Streets boundaries of the property. Agency's assumption of the responsibility for the street lights shall in no way affect or diminish Redeveloper's obligations to cause the reconstruction of the sidewalks including curbs and gutters along the aforementioned boundaries. It is understood and agreed by the parties that the Agency may contract with other parties including but not limited to the

City of Sacramento, to accomplish the Agency's responsibilities hereunder.

3. Except as modified herein, all other terms and conditions of the Contract for Sale of Land for Private Redevelopment dated September 11, 1978, as amended and assigned, shall remain the same and unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first above written.

REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO

By _____
Interim Executive Director

APPROVED AS TO FORM:

Chief Counsel

CAPITOL DEVELOPMENT CO., LTD., a
partnership

By _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On this _____ day of _____, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WILLIAM H. EDGAR, known to me to be the Interim Executive Director of the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic, that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said Agency, and acknowledged to me that such Agency executed the same, and acknowledged to me that such Agency executed the same pursuant to a resolution of the Members thereof.

WITNESS my hand and official seal.

Notary Public in and for said
County and State.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On this _____ day of _____, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the _____ of CAPITOL DEVELOPMENT CO., LTD., the partnership that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the partnership therein named, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Notary Public in and for said
County and State.