

RESOLUTION NO. 92-091

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF OCT 13 1992

ALLOCATION OF FUNDS TO: OLD SACRAMENTO MANAGEMENT BOARD FOR CAPITAL IMPROVEMENTS; CROCKER ART MUSEUM FOR HVAC REPLACEMENT; AND NORTH SACRAMENTO REDEVELOPMENT AREA ENVIRONMENTAL REVIEW

WHEREAS, Section 33445 of the Health and Safety Code provides, in part, that the Agency may use tax increment funds to pay all or part of the cost of installation or construction of a publicly owned facility or improvement outside the Project Area if findings are made by resolution of the Agency that:

- (a) The facilities or improvements are of benefit to the Project Area or the immediate neighborhood in which the project is located; and
- (b) No other reasonable means of financing the facilities or improvements exists; and

WHEREAS, the Crocker Art Museum (the "Museum") is immediately adjacent to the Merged Downtown Sacramento Redevelopment Project Area, is owned by the City of Sacramento and is of major importance to the City of Sacramento and the Merged Downtown Sacramento Redevelopment Project Area ("the Project Area") as a cultural facility and a destination of residents of and visitors to the Project Area; and

WHEREAS, replacement of the heating, ventilation, and air conditioning unit in the Herold Wing (the "Museum Project") is essential to maintaining the value of the Museum as an asset to the Project Area; and

WHEREAS, efforts to secure complete funding from other sources, public and private, have been unable to secure the necessary sum of \$150,000 in order to complete the Museum Project; and

WHEREAS, the Project Area may loan funds to the North Sacramento Redevelopment Area Special Planning Districts for environmental review if the loan would benefit the Project Area; and

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WHEREAS, funding of Old Sacramento Management Board capital improvement projects is consistent with the Merged Downtown Sacramento Redevelopment Project Area Plan.

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

Section 1: The Museum Project would be of benefit to the Project Area, and no other reasonable means of financing the Museum Project are available to the community.

Section 2: The loan of funds from the Project Area to the North Sacramento Redevelopment Area Special Planning Districts for environmental review will benefit the Project Area by providing a higher rate of return on the funds than would otherwise be available.

Section 3: The Executive Director is authorized to amend the Agency budget as follows:

(a) Reappropriate \$159,903 from Capital Project Contingency; \$50,000 from Urban Design/Public Places project; and \$92,097 from Opportunity Site Development; and

(b) Reallocate the funds to the Old Sacramento Management Board for capital improvements, in the amount of \$85,000; to Crocker Art Museum for heating, ventilation and air-conditioning ("HVAC") replacement, in the amount of \$75,000; for Plaza Park Improvements in the amount of \$50,000; and North Sacramento Redevelopment Area Special Planning District Environmental Review in the amount of \$92,000.

Section 4: The Executive Director is authorized to enter into a written agreement with the Old Sacramento Management Board for capital improvements in Old Sacramento, including street and public area furniture, vacant property enhancement and historic signage, for a sum not to exceed \$85,000.

Section 5: The Executive Director is authorized to enter into an individual project agreement with the Crocker Art Museum to provide funding in the amount of \$150,000 for replacement of the Herold Wing HVAC unit in accordance with Attachment I hereto.

Section 6: The Executive Director is authorized to execute a promissory note and any and all other documents and to take other actions necessary to extend a loan in the amount of \$92,000 from the Merged Downtown Sacramento Redevelopment Project Area to the North Sacramento Special Planning Districts for environmental review. The term of

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the loan shall not exceed three years, and the annual rate of interest shall be not less than eight percent (8%).

Section 7: The Executive Director is authorized to amend the individual project agreement dated March 18, 1992, for completion of environmental review associated with the North Sacramento Redevelopment Area Special Planning Districts to provide the additional amount of \$92,000 in accordance with Attachment II hereto.

Carmel Lucien
CHAIR

ATTEST:

Patricia A. Burrows
SECRETARY

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ATTACHMENT I TO THE RESOLUTION

INDIVIDUAL PROJECT AGREEMENT

This agreement is entered into as of September _____, 1992, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO** (hereinafter "Agency"), and the **CITY OF SACRAMENTO** (hereinafter "City"), and shall remain in effect until all phases of the specified work have been completed.

RECITALS

WHEREAS, the heating, ventilation and air conditioning (HVAC) system in the Herold Wing of the Crocker Art Museum is in need of replacement in order to create safe climate control conditions to protect the museum collection and to allow for adequate climate control to secure travelling exhibitions.

NOW, THEREFORE, the parties agree and covenant as follows:

The Agency shall contract with the City in the amount of \$150,000 to supplement the City's allocation of \$128,000 in capital improvement funds.

The combined total of \$278,000 will be used to complete Phase II of the Herold Wing HVAC system including the purchase and installation of appropriate air handlers and humidity control equipment.

The City's Facility Management Department and its subcontractors will manage and execute all engineering aspects of the installation.

The City agrees to indemnify and hold harmless the Agency for any liability incurred due to the acts or omissions of the City, its agents, or employees in carrying out its obligations under the Agreement.

Agency agrees to indemnify and hold harmless the City from any liability incurred by the City in the cause of carrying out its obligation under this Agreement due to the acts or omissions of the Agency, its agents or employees.

Either party may terminate this agreement upon thirty (30) days written notice, and the Agency shall pay the City all amounts due for work completed or contracted under this Agreement up to the date termination becomes effective.

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In witness whereof, the parties hereto have executed this Agreement as of the date first written above.

CITY OF SACRAMENTO

REDEVELOPMENT AGENCY
OF THE CITY OF
SACRAMENTO

By _____
WALTER J. SLIPE
City Manager

By _____
JOHN E. MOLLOY
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Agency Counsel

Attest:

City Clerk

Agrmts\Crocker

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ATTACHMENT II TO RESOLUTION

AMENDMENT TO INDIVIDUAL PROJECT AGREEMENT
NORTH SACRAMENTO SPECIAL PLANNING DISTRICTS

This Amendment to Agreement is entered into as of September __, 1992, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO** (herein called "Agency") and the **CITY OF SACRAMENTO** (herein called "City").

RECITALS

- A. The Agency and City entered into an Agreement for the City to hire a consultant on March 18, 1992. Such Agreement is attached as Exhibit 1; and
- B. The parties desire to amend said Agreement to increase the total amount of compensation from \$50,000 to \$142,000; and
- C. The parties desire to complete environmental review associated with the development guideline and land use designation; and
- D. The parties desire to extend the completion date for the project until September 1993.

AGREEMENT

NOW, THEREFORE, Agency and City agree that the Individual Project Agreement dated March 18, 1992 shall be amended as follows:

- 1. The maximum compensation the Agency is authorized to pay shall be amended to read as follows:

The maximum compensation payable under this Agreement shall not exceed \$142,000 for the development guidelines and land use designation, of which no more than \$50,000 will be for a consultant, and no more than \$92,000 for environmental review.
- 2. The City shall complete all environmental review associated with the development guidelines and land use designation.
- 3. The time period for completion of the project set forth shall be extended until September 1993.
- 4. Except as modified herein or in any other properly approved amendments, all the terms and conditions of this Agreement for North Sacramento Special Planning District dated March 18, 1992 shall remain the same and unchanged.

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

APPROVED AS TO FORM:

SACRAMENTO HOUSING AND
REDEVELOPMENT AGENCY

General Counsel

JOHN E. MOLLOY
Executive Director

CITY OF SACRAMENTO

City Attorney

WALTER J. SLIPE
City Manager

DIANE GUZMAN
Director
Planning and Development

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