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DEPARTMENT OF PARKS
AND COMMUNITY SERVICES

CITY OF SACRAMENTO
CALIFORNIA

1231 I STREET
SUITE 400
SACRAMENTO, CA
95814-2977

ROBERT P. THOMAS
DIRECTOR

December 11, 1986

916-449-5200

G. ERLING LINGGI
ASSISTANT DIRECTOR

DIVISIONS:

CROCKER ART MUSEUM
GOLF
METROPOLITAN ARTS
MUSEUM & HISTORY
PARKS
RECREATION
ZOO

Budget and Finance Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: Agreement with Co-Trustees of Crocker Art Museum for Construction,
Operation and Maintenance of Parking Lots X and Y

SUMMARY

This report recommends that the City enter into an agreement between the City and the Co-Trustees of the Crocker Art Museum for the construction, operation and maintenance of City parking lots X and Y.

BACKGROUND INFORMATION

According to the agreement between the City and the Crocker Art Museum Association dated July 20, 1980 (No. A-80011), certain parcels of land are designated to be used for the purposes of the Museum (Exhibit A of the attached agreement). On December 5, 1980, the City Council approved the Crocker Art Museum Master Plan, calling for the construction of parking lots for museum visitors on two parcels west of Second Street. These lots, together known as lot Y, are currently under construction. The City also found it expedient to construct a temporary parking lot on a parcel north of N Street, lot X, primarily to accommodate employees of the State Controller's Office moving into the Capitol Bank of Commerce Building.

At its meeting of August 5, 1986, the CAMA Executive Committee, and the Mayor of Sacramento acting in her capacity as Co-Trustee of the Crocker Art Museum, approved in concept a proposal from the Department of Public Works regarding lots X and Y:

1. The net revenues from Lots X and Y shall be divided on a 50/50 basis between the Parking Fund and the Co-Trustee Fund for the expansion of the Crocker Art Museum after all capital improvement, operating and maintenance expenses have been deducted by the Parking Division.

- 2. The use of the parcel north of N Street for parking lot X is considered to be an interim use of the parcel until such time as the City Council and the Co-Trustees shall determine a higher and better use for museum purposes.
- 3. This agreement in no way modifies the July 20, 1980 agreement between the City and the Crocker Art Museum (No. A-80011).

The proposed agreement (Attachment A) has been approved by the Department of Public Works and by the Co-Trustees of the Crocker Art Museum at their meeting of November 28, 1986.

FINANCIAL DATA

Construction of lots X and Y, at a total cost of \$272,000, is being funded through the FY 1986-87 CIP Parking Fund.

Revenue generated by parking fees at lots X and Y will first reimburse the Parking Fund for all operating, maintenance and capital improvement costs for the construction of these parking lots. Upon complete reimbursement of the capital improvement costs, estimated at \$272,000, net revenue at lots X and Y will be deposited in equal amounts to the Parking Fund and to the Co-Trustee Building Fund for the Crocker Art Museum.

Total projected annual revenue at Lots X and Y is as follows:

Total projected annual revenue	\$120,000
Total projected annual operating and maintenance costs	[24,000]
Total projected annual net revenue	\$ 96,000

RECOMMENDATION

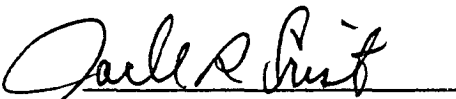
It is recommended that the Budget and Finance Committee approve this report and refer it to the full City Council for action. Further, it is recommended that the City Council, by resolution, authorize the City Manager to execute an agreement between the City of Sacramento and the Co-Trustees of the Crocker Art Museum.

Respectfully submitted,



ROBERT P. THOMAS, Director
Parks and Community Services

Recommendation Approved:



JACK R. CRIST
Deputy City Manager

RPT:ja

December 23, 1986
All Districts

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE
CITY OF SACRAMENTO AND CO-TRUSTEES OF THE
CROCKER ART MUSEUM FOR PUBLIC PARKING LOTS

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

That the City Manager is hereby authorized and directed to execute an agreement for the construction, operation and maintenance of public parking lots between the City of Sacramento and the Co-Trustees of the Crocker Art Museum.

MAYOR

ATTEST:

CITY CLERK



CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

PARKING DIVISION

December 8, 1986
REF: 86-12-60


MEMORANDUM

TO: Barbara Gibbs, Art Museum Director

FROM: J. Mark Morgan, Parking Division Manager

SUBJECT: AGREEMENT FOR CONSTRUCTION, OPERATION, AND MAINTENANCE
OF LOTS X AND Y

Attached is my recommendation for the agreement between the City of Sacramento and the Crocker Art Museum.


J. Mark Morgan

JMM/rh

Attachment

cc: Robert P. Thomas, Director of Community Services
Melvin H. Johnson, Director of Public Works
L.M. Frink, Deputy Director of Public Works

AGREEMENT FOR CONSTRUCTION, OPERATION AND MAINTENANCE
OF PUBLIC PARKING LOTS

THIS AGREEMENT, entered into this ___ day of _____, 1986, by and between the CITY OF SACRAMENTO, a municipal corporation (hereinafter referred to as the "City"), and the CO-TRUSTEES OF THE E.B. CROCKER ART MUSEUM, consisting of the Mayor of the City of Sacramento and the Board of Directors of the Crocker Art Museum Association (hereinafter referred to as the "Co-Trustees").

WITNESSETH:

WHEREAS, the Agreement between the City and the Crocker Art Museum Association dated July 20, 1980 (No. A-80011) designated certain parcels of land to be used for the purposes of the museum (See Exhibit "A" attached), and

WHEREAS, the E.B. Crocker Art Museum Master Plan, approved by the City Council on December 5, 1980, calls for the construction of parking lots for museum visitors on the parcels between 2nd Street, I-5, O and P Streets and 2nd Street, I-5, N and O Streets (hereinafter referred to as "Lot Y"), and

WHEREAS, the City wishes to construct a temporary public parking lot on the parcel bounded by I-5, N Street, Capitol Mall and the 3rd Street shoofly (hereinafter referred to as "Lot X"),

NOW, THEREFORE, City and Co-Trustees agree as follows:

1. DESCRIPTION OF PARKING LOTS

The term "parking lots" as used in this Agreement shall mean the three parcels bounded respectively by 2nd Street, I-5, O and P Streets; 2nd Street, I-5, N and O Streets, and I-5, N Street, Capitol Mall and the 3rd Street shoofly.

2. CONSTRUCTION AND OPERATION BY THE CITY

The City shall construct, operate and maintain the parking lots as public parking lots. Lot Y shall be constructed as a permanent, landscaped, irrigated and lighted parking lot primarily intended for museum visitors, with a limited number of E.B. Crocker Art Museum employees monthly parking permits sold in the north half of the lot. Lot X will be constructed as a temporary facility intended to mitigate the parking impact of 900 State Controller's Office employees moving into the Capital Bank of Commerce Building. Monthly permits will be sold for Lot X.

3. MANNER OF OPERATION

The City shall operate and maintain the parking lots in like manner as it operates and maintains other City-owned downtown public parking facilities, and shall establish and collect rates appropriate to the area. The City will operate Lot Y on a cooperative basis with the museum to ensure reasonable access to Lot Y by museum visitors.

4. EXPENSES OF CONSTRUCTION AND OPERATION AND ALLOCATION OF REVENUE

(a) Expenses to be paid by the City. City shall pay all expenses arising in connection with the construction, operation and maintenance of the parking lots, including all utilities furnished the premises.

(b) Payments to the Co-Trustee. City Shall use all net revenues derived from the operation of Lots Y and X to reimburse the Parking Fund for all capital improvement costs for the construction of said parking lots. Upon complete reimbursement of said capital improvement costs, from the net revenue realized after payment of expenses incurred by operation and maintenance of the parking lots, City shall pay to Co-Trustees quarterly (computed annually) commencing at the close of the quarter during which it completes the recovery of all of the above described sums, the sum of fifty percent (50%) of such net revenue realized during each calendar year. These payments shall be deposited in a Co-Trustee building fund for museum purposes.

(c) Definitions:

- (1) Gross Revenue shall be all monies collected from the normal operation of these parking lots.
- (2) Net Revenue shall be that money remaining from the Gross Revenue after operating and maintenance expenses (including administrative costs) have been deducted.

5. HOLD HARMLESS PROVISIONS

City shall indemnify and save harmless the Co-Trustees, their agents and employees from all suits, actions, claims, demands, damages, losses, expenses and costs of every kind and description (except those caused by, resulting from and/or growing out of acts of commission or omission, negligence and/or fault of the Co-Trustees, their employees and agents) to which the Co-Trustees, or their agents or employees may be subjected by reason of injury or death to persons or damage to property resulting from or caused by any act of commission or omission by the City, its agents or employees, or its contractors or subcontractors in connection with or arising out of and during the maintenance and operation of the parking lots by the City pursuant hereto.

6. TERM OF AGREEMENT AND TERMINATION

The term of this agreement shall commence upon the date of signing by the City and the Co-Trustees. This agreement may be terminated as to either or both lots by either party hereto upon the giving of six (6) months written notice thereof to the other, provided that any such notice of termination from the Co-Trustees to the City shall be effective only if at the date specified in Co-Trustee's notice of termination the City has recovered all sums to which it is entitled under this Agreement for the construction, operation and maintenance of the parking lots. Upon such termination the lots shall revert to museum purposes.

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

CITY OF SACRAMENTO

By _____
City Manager

APPROVED AS TO FORM:

Laura M. Lohr
City Attorney

ATTEST:

City Clerk

CO-TRUSTEES OF THE E.B. CROCKER
ART MUSEUM

By Juan O. Wilbrey
President

February 17, 1978

CROCKER ART GALLERY

PARCEL ONE

The Block bounded by O, P, 2nd and 3rd Streets, including the abandoned Alley in said Block.

PARCEL TWO

The Block bounded by N, O, 2nd and 3rd Streets.

PARCEL THREE

All that portion of the Block bounded by O, P, Front and 2nd Street, lying East of Interstate 5.

PARCEL FOUR

All that portion of the Block bounded by N, O, Front and 2nd Streets, lying East of Interstate 5, including the abandoned portion of N Street lying in said Block and lying Easterly of Interstate 5.

PARCEL FIVE

All that portion of the Block bounded by Capitol Mall, N, 2nd and 3rd Streets lying Easterly of Interstate 5, including all that portion of the abandoned 2nd Street and the abandoned Alley in said Block lying Easterly of Interstate 5; EXCEPTING THEREFROM all that portion of said Block lying Northeasterly of the following described line:

Beginning at a point distant 403.64 feet Southeasterly, measured radially from the "B" line at Engineer's Station "B1" 542 + 84.35 of the Department of Public Works Survey on Road 03-Sac-5, Post Mile 21.7/34.7; thence from said point of beginning North 18° 22' 54" East 15.55 feet; thence from a tangent that bears North 27° 53' 44" West along a curve to the right with a radius of 218.00 feet through an angle of 23° 27' 44", a length of 89.27 feet; thence North 04° 26' 26" West 119.96 feet; thence curving to the left on an arc of 158.00 feet radius, through an angle of 33° 57' 22", a length of 93.64 feet; thence North 29° 31' 11" West 31.50 feet; thence curving to the left on an arc of 100.00 feet radius, through an angle of 19° 17' 09", a length of 33.66 feet; thence South 85° 18' West 24.10 feet to a point on the Easterly line of Interstate 5.

TO I-5 FREEWAY

POSSIBLE FUTURE REALIGNMENT 2ND ST.

2ND ST.

10 ST.

N ST.

3RD ST.

R.A. HEROLD WING

CROCKER ART GALLERY

CITY PUMP STATION & TRANSFORMER

CROCKER ANNEX

PARKING

UNDEVELOPED PROPERTY

STATE PROPERTY

EXISTING SITE PLAN
CROCKER ART MUSEUM

N N

