



3.6

DEPARTMENT OF  
PARKS AND RECREATION

**CITY OF SACRAMENTO  
CALIFORNIA**

1231 I STREET, #400  
SACRAMENTO, CA  
95814-2997

PARK PLANNING DESIGN  
AND DEVELOPMENT DIVISION

(916) 264-1190  
FAX 264-8329

January 15, 2004

City Council  
Sacramento, California

**SUBJECT: AUTHORIZATION FOR THE EXECUTION OF AN AGREEMENT  
ACKNOWLEDGING THE SATISFYING OF THE QUIMBY PARKLAND  
REQUIREMENT AND PARK MAINTENANCE CFD REQUIREMENT  
FOR THE PHOENIX PARK (PREVIOUSLY KNOWN AS FRANKLIN  
VILLA) SUBDIVISION.**

**LOCATION AND COUNCIL DISTRICT:** Area bounded by Franklin Boulevard,  
Brookfield Drive, and Morrison Creek;  
Council District 8.

**RECOMMENDATION:**

Staff recommends that the City Council, by resolution (page 4), authorize the City Manager to execute the agreement between the Sacramento Housing and Redevelopment Agency (SHRA) and the City of Sacramento (City) to satisfy the City's Quimby parkland requirement and the Park Maintenance Community Facilities District (CFD) requirement for the Phoenix Park Subdivision (Exhibit C, pages 7-13).

**CONTACT PERSON:** JANET BAKER, PARK DEVELOPMENT MANAGER, 264-8234

**FOR COUNCIL MEETING OF:** February 3, 2004

**SUMMARY:**

Staff recommends that the City Council authorize the City Manager to execute an agreement between SHRA and the City of Sacramento which acknowledges that the City's Quimby parkland requirement and the City's Parks Maintenance CFD requirement for the Phoenix Park Subdivision have been satisfied through recognition of the following:

- (1) Development of new private recreational facilities within the Phoenix Park Subdivision;



Optimize the Experience of Living!

- (2) Credit for SHRA's past contributions and a SHRA commitment to future contributions for the development of park improvements and payment of the land lease for Franklin Villa Park, located adjacent to and serving the Subdivision; and
- (3) An agreement from SHRA to pay an annual per unit fee in perpetuity in an amount equivalent to that which would be levied in a park maintenance district.

### **SHRA/COUNCIL ACTION:**

SHRA, at its meeting on May 21, 2003, and the City Council, at its meeting on June 24, 2003, approved the Phoenix Park Financing Plan, and Disposition and Development Agreement.

### **BACKGROUND INFORMATION:**

The Phoenix Park Subdivision (see Attachments A & B, pages 5 & 6), previously known as Franklin Villa, includes the conversion of 464 existing condominiums into 360 apartment units. The decrease in residential units results from the conversion of a development of 2-bedroom fourplex units, to a development providing a mix of 1, 2, 3, and 4-bedroom units. Additionally, the Subdivision plan includes new children's play areas, a swimming pool, and a resident activity center.

The Phoenix Park Subdivision requires (1) dedication to the City of parkland and/or the payment of an in-lieu fee for park and recreational facilities to serve the Subdivision; and (2) formation of a new, or annexation into an existing, park maintenance district. The required park fee would be the equivalent of 3.168 acres in land dedication, or \$269,229. The required park maintenance fee will be \$28 per unit, or \$10,080, per year.

### **FINANCIAL CONSIDERATIONS:**

Upon execution of this agreement by the City Manager, SHRA agrees to pay an annual per unit fee equal to that which would be levied in a park maintenance district. The current rate is \$28 per unit, resulting in a total payment for the first fiscal year of \$10,080. This money will be applied to offset maintenance costs for existing Franklin Villa Park, which is adjacent to and serves recreational needs of the Phoenix Park Subdivision. The annual rate includes an escalator that is tied to the Consumer Price Index.

SHRA will be required to pay the City the Park Development Impact Fee (PIF) required from this project. At the current PIF rate of \$.14 per square foot, the proposed 11,500 square foot community center will generate an estimated one-time fee of \$1610, with no added fee from proposed residential since no new units are being added.

The City recognizes this Subdivision's Quimby requirement as being met through: (1) past and future contributions from SHRA for the development and continuance of Franklin Villa Park; and (2) the development and maintenance of new, privately-owned park and recreational amenities within the Phoenix Park Subdivision (Agreement Items 2.A&B, and 3.A, page 8).

The City recognizes this Subdivision's Park Maintenance CFD requirement as being met through the annual payment by SHRA to the City of a park maintenance fee equal to that which would be levied if this Subdivision were part of a City park maintenance district (Agreement Items 3.B, page 9).

**ENVIRONMENTAL CONSIDERATIONS:**

There are no environmental considerations associated with the signing of this agreement.

**POLICY CONSIDERATIONS:**

The execution of the Phoenix Park Quimby and Park Maintenance CFD Agreement with SHRA is consistent with the City's goal to expand park and recreational opportunities throughout the City. SHRA has contributed in many ways to further that goal in the Phoenix Park Subdivision.

**ESBD CONSIDERATIONS:**

There are no Emerging and Small Business Development considerations associated with this agreement.

Respectfully Submitted,



ROBERT G. OVERSTREET  
Director, Parks and Recreation

Recommendation Approved:



ROBERT P. THOMAS  
City Manager

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Exhibit C- Phoenix Park Quimby and Park Maintenance Agreement - Pages 7-13

**RESOLUTION NO.**

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF: \_\_\_\_\_

**RESOLUTION TO AUTHORIZE THE EXECUTION OF AN AGREEMENT  
ACKNOWLEDGING THE SATISFYING OF THE QIMBY PARKLAND  
REQUIREMENT AND PARK MAINTENANCE CFD REQUIREMENT FOR THE  
PHOENIX PARK SUBDIVISION.**

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

The Council hereby:

- Authorizes the City Manager to execute the agreement between the Sacramento Housing and Redevelopment Agency and the City of Sacramento acknowledging the satisfying of the City's Quimby Parkland requirement and the Park Maintenance Community Facilities District requirement for the Phoenix Park Subdivision.

\_\_\_\_\_  
MAYOR

ATTEST:

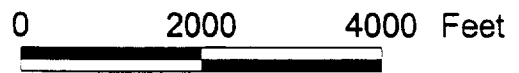
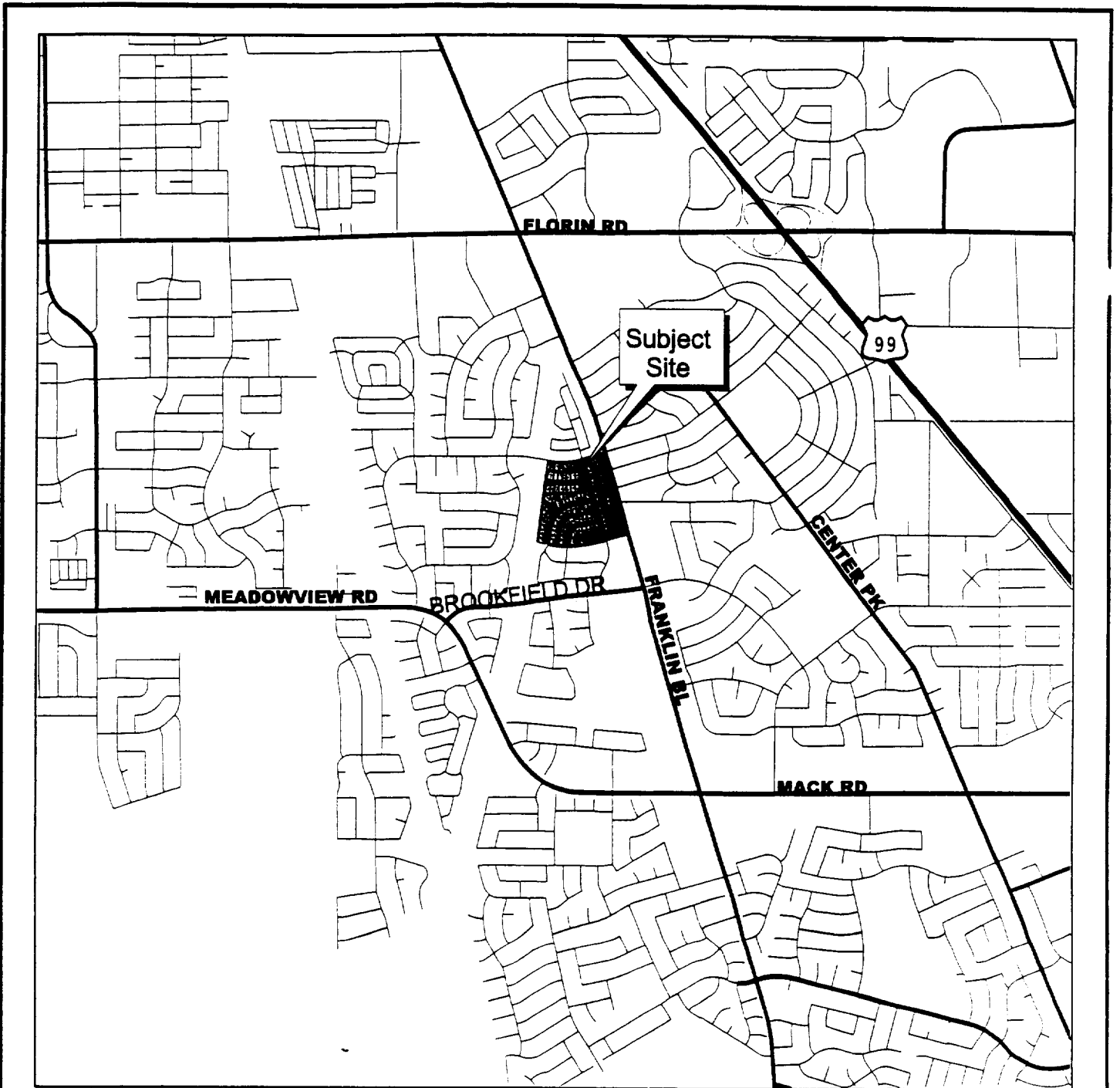
\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
**FOR CITY CLERK USE ONLY**

RESOLUTION NO. \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_

EXHIBIT A



Planning & Building  
Department

Geographic  
Information  
Systems

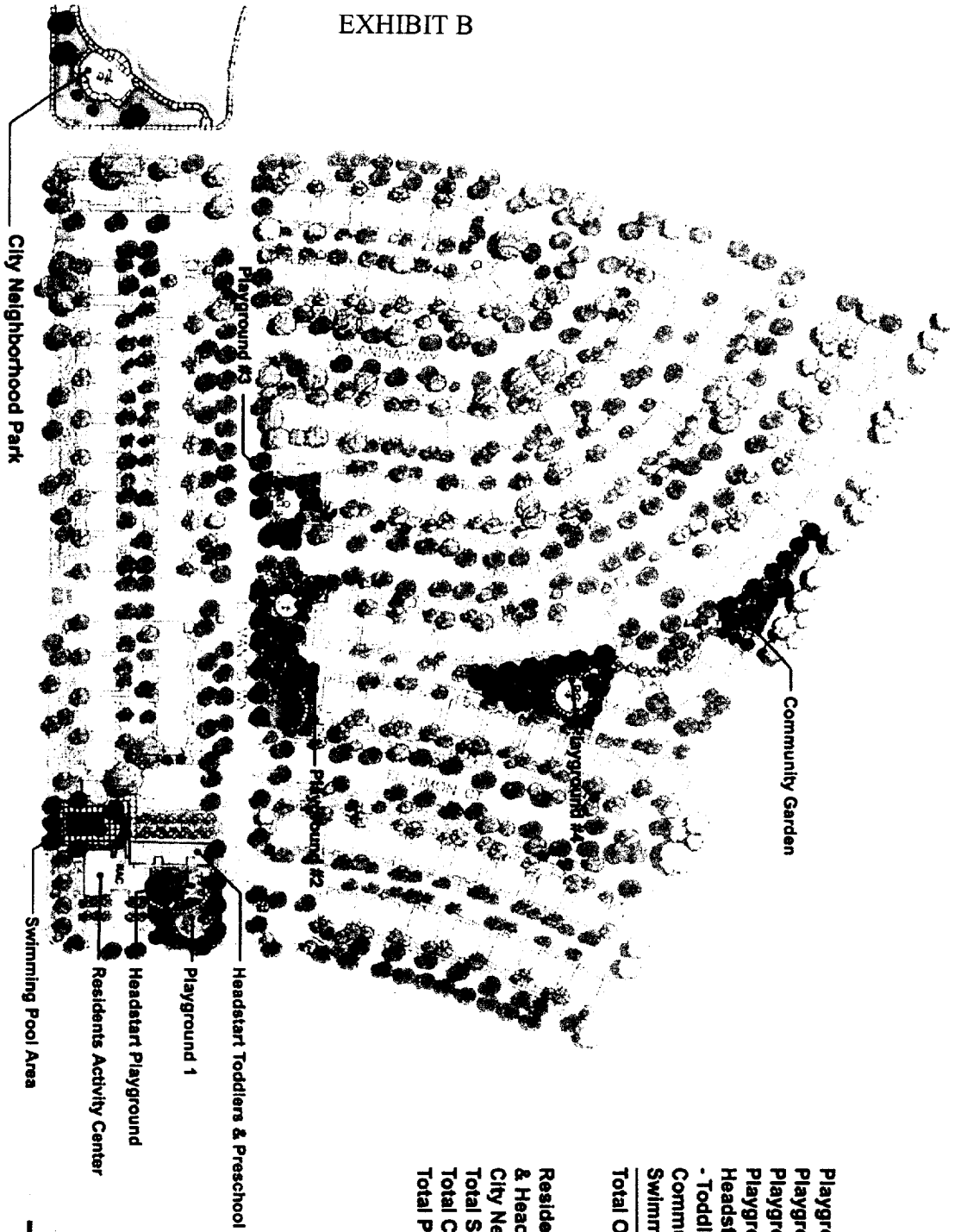
January 1, 2003

Vicinity Map  
P03-006



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EXHIBIT B



Playground #1	Toddlers & Preschool	0.16 Acres
Playground #2	Grades 1-12	0.42 Acres
Playground #3	Waterjet - All Ages	0.14 Acres
Playground #4	Toddlers & Preschool	0.26 Acres
Headstart Playground		0.10 Acres
- Toddlers & Preschool		
Community Garden		0.25 Acres
Swimming Pool		0.16 Acres
<b>Total Outdoor Recreation</b>		<b>1.49 Acres</b>
Resident Activity Center & Headstart Building		10,361 s.f.
City Neighborhood Park		1.26 Acres
Total Site Area		24.36 Acres
Total Current Housing Units		456
Total Proposed Housing Units		360

**PHOENIX PARK**  
**PLAYGROUNDS & RECREATIONAL AREAS**  
 APRIL 30, 2003

NO FEE DOCUMENT:  
Entitled to free recording  
per Government Code 6103.

**EXHIBIT C**

When recorded, return to:  
CITY OF SACRAMENTO  
Development Services Division  
1231 "I" Street, 3<sup>rd</sup> Floor  
Sacramento, CA 95814

**PARK USE AND MAINTENANCE AGREEMENT  
PHOENIX PARK SUBDIVISION**

This Agreement is entered in on this 13th day of January, 2004 ("Effective Date") between the CITY OF SACRAMENTO, a charter city and political subdivision of the State of California ("CITY") and the HOUSING AUTHORITY OF THE CITY OF SACRAMENTO, a public body, corporate and politic ("AUTHORITY").

WHEREAS, AUTHORITY submitted a tentative subdivision map for the Phoenix Park Subdivision to CITY for approval to reconstruct the development formerly known as Franklin Villa; and

WHEREAS, the Phoenix Park subdivision consists of converting 464 existing condominiums into 360 apartment units, resulting in reduction of 104 dwelling units; and

WHEREAS, on July 17, 2003, CITY approved the Phoenix Park Subdivision tentative map subject to certain conditions as set out in CITY Resolution No. 2003-496, including compliance with Sacramento City Code Chapter 16.64 relating to the dedication of parkland and/or the payment of in-lieu fees for park and recreational facilities to serve the Subdivision and formation of a new, or annexation into an existing, park maintenance district; and

WHEREAS, CITY has determined that the Subdivision shall pay park fees equivalent to 3.168 acres in lieu of land dedication and has calculated the in-lieu park fee obligation of the Subdivision to be \$269,229; and

WHEREAS, CITY has determined that creation of a separate parks maintenance district for the Phoenix Park Subdivision or annexation of the Subdivision into an existing park maintenance district is neither practical nor feasible; and

WHEREAS, AUTHORITY desires to satisfy these conditions through (1) development of private recreational facilities within the Phoenix Park Subdivision, (2) credit for its past contributions, and commitment to future contributions, toward the development of Franklin Villa Park, located adjacent to and serving the Subdivision, and (3) entering into an agreement to pay an annual per unit fee in an amount equivalent to that which would be levied in a park maintenance district; and

WHEREAS, AUTHORITY and CITY desire to enter into this Park Use and Maintenance Agreement ("Agreement") to set out the AUTHORITY's obligations in full satisfaction of the conditions of approval of the Phoenix Park Subdivision relating to park and recreational facilities to serve the Subdivision.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITION OF PROPERTY

The obligations contained in this Agreement encompass the Phoenix Park Subdivision, which is that certain real property ("Property") as described in Exhibit 1, Legal Description, which is attached and incorporated herein by this reference.

2. PARKLAND DEDICATION REQUIREMENTS

In full satisfaction of condition E44, as set out in CITY Resolution 2003-496, requiring the payment of in-lieu park fees in the amount of \$269,229, the parties agree as follows:

A. Franklin Villa Park

For development costs in the amount of \$170,000 and lease payments in the total amount of \$39,600 made to the U.S. Postal Service ("Service") for the period of time from 1994 through 2003 for the 1.26 acre parcel of land located on Caselli Circle between Franklin Blvd and Mango Way (which lies adjacent the Phoenix Park Subdivision and is commonly known as Franklin Villa Park), AUTHORITY shall be credited the amount of \$209,600. CITY shall obtain the Service's agreement to extend the lease through December 31, 2008, with the option for an additional five year extension to December 31, 2013, and AUTHORITY will continue to make the lease payments on behalf of the CITY for the next ten years. For these future lease payments, AUTHORITY shall be credited the amount of \$39,600

B. New Phoenix Park Recreational Facilities

The AUTHORITY will provide a pool, playground equipment and a new community center (collectively "Private Recreational Facilities") as part of its development of the Phoenix Park subdivision in accordance with the Site Plan approved by the CITY Planning Commission on May 22, 2003 (P03-006). For these private recreational facilities, AUTHORITY shall be credited 15% of the in-lieu fees in the amount of \$40,384.

3. PARK MAINTENANCE REQUIREMENTS

In full satisfaction of condition E45, as set out in CITY Resolution 2003-496, requiring formation of a new, or annexation into an existing, park maintenance district, the parties agree as follows:

A. Maintenance of Phoenix Park Private Recreational Facilities

AUTHORITY shall in perpetuity maintain the Phoenix Park Private Recreational Facilities in good repair and condition and in compliance with all applicable CITY Code requirements.

B. Payment of CITY Neighborhood Park Maintenance Fees

In satisfaction of condition E45, as set out in CITY Resolution 2003-496 that requires payment of park maintenance fees, the AUTHORITY will pay CITY each fiscal year a Neighborhood Park Maintenance Fee in the amount equivalent to the tax rate applicable to multi-family residential parcels under the CITY's Neighborhood Park Maintenance Community Facilities District. The base rate of the fee shall be \$28 per unit, resulting in a total cost for the first fiscal year, based on the Phoenix Park subdivision's 360 apartment units, of \$10,080. This rate may be adjusted annually by the CITY by the Tax Escalation Factor, which is defined as the change in the Consumer Price Index (prior calendar year annual average, San Francisco, All Urban Consumer Index), but not to exceed 4% annually. The first payment shall be due no sooner than July 1, 2004. The CITY will use these fees for maintenance of landscaping, recreational facilities, irrigation facilities, lighting, necessary maintenance equipment, and other appurtenances and improvements, and related service costs for parks owned and maintained by CITY that serve the Phoenix Park subdivision.

4. COVENANTS RUNNING WITH THE PROPERTY

The provisions of this Agreement are in furtherance of and satisfy the conditions of approval of the Phoenix Park Subdivision as set forth in CITY Resolution No. 2003-496. A breach of this Agreement shall be an abrogation of the contractual agreement that arises from the conditions of approval of the Subdivision and shall render AUTHORITY and its successors, heirs, and assigns, liable to CITY under the Subdivision Map Act (Government Code section 66410 et seq.), City Code Chapter 16.64, and any other applicable state and local ordinances and statutes. The provisions of this Agreement are covenants which will run with the land and will be binding in perpetuity on all parties having or acquiring any right, title, or interest in the Property and will inure to the benefit of CITY in furtherance of the public welfare.

5. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected; provided that the intent of the Agreement may then be reasonably fulfilled. In any event, the term or provisions shall be deemed to be invalid only as to the entity and circumstance for which it was held to be invalid.

6. NO WAIVER

No waiver by the CITY of any breach of or default of the AUTHORITY under this Agreement shall be deemed to be a waiver of any other or subsequent breach or default.

7. RECORDING

This Agreement shall be recorded in the office of the Sacramento County Recorder.

In Witness Whereof, the parties have executed this Agreement as of the Effective Date.

**CITY OF SACRAMENTO**

By: \_\_\_\_\_  
Robert Thomas  
City Manager

Approved as to form:

By: \_\_\_\_\_  
Deputy City Attorney

**HOUSING AUTHORITY OF  
THE CITY OF SACRAMENTO**

By: \_\_\_\_\_  
Anne Moore  
Executive Director

Approved as to form:

By: \_\_\_\_\_  
Agency Counsel

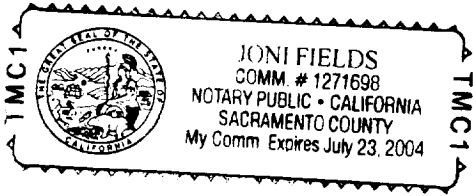
State of California

County of Sacramento

On January 6, 2004 before me, Joni Fields, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Anne M. Moore  
Name(s) of Signer(s)

- personally known to me
- ~~proved to me on the basis of satisfactory evidence~~



to be the person(e) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Joni Fields  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title of Document: Park Use and Maintenance Agreement re Phoenix Park Subdivision

Document Date: \_\_\_\_\_ Number of Pages: (including Notary)

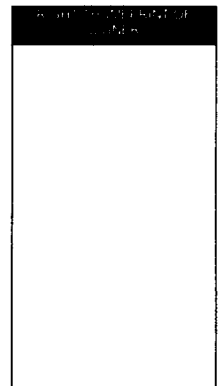
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Anne M. Moore

- Individual
- Corporate Officer — Title(s): Executive Director
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: Agency Clerk

Signer is Representing: \_\_\_\_\_



NOTARY ACKNOWLEDGMENT

County of Sacramento

ss.

State of California

On

before  
me,

\_\_\_\_\_

Date

\_\_\_\_\_

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Anne Moore, Executive Director  
of Housing Authority of the City of Sacramento

\_\_\_\_\_

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Signature of Notary Public

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**EXHIBIT 1  
LEGAL DESCRIPTION**

**PARCEL 1**

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

Parcel 1 as said parcel is shown and so designated on that certain parcel map entitled "Phoenix Park" filed in Book \_\_\_\_ of Parcel Maps, Page \_\_\_\_, Sacramento County Records.

**PARCEL 2**

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

Parcel 2 as said parcel is shown and so designated on that certain parcel map entitled "Phoenix Park" filed in Book \_\_\_\_ of Parcel Maps, Page \_\_\_\_, Sacramento County Records.

**PARCEL 3**

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

Parcel 3 as said parcel is shown and so designated on that certain parcel map entitled "Phoenix Park" filed in Book \_\_\_\_ of Parcel Maps, Page \_\_\_\_, Sacramento County Records.

**PARCEL 4**

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

Parcel 4 as said parcel is shown and so designated on that certain parcel map entitled "Phoenix Park" filed in Book \_\_\_\_ of Parcel Maps, Page \_\_\_\_, Sacramento County Records.

**PARCEL 5**

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

Parcel 5 as said parcel is shown and so designated on that certain parcel map entitled "Phoenix Park" filed in Book \_\_\_\_ of Parcel Maps, Page \_\_\_\_, Sacramento County Records.

**PARCEL 6**

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

Parcel 6 as said parcel is shown and so designated on that certain parcel map entitled "Phoenix Park" filed in Book \_\_\_\_ of Parcel Maps, Page \_\_\_\_, Sacramento County Records.