



3.1

CITY OF SACRAMENTO  
CALIFORNIA

DEPARTMENT OF  
PUBLIC WORKS

TECHNICAL SERVICES DIVISION

DEVELOPMENT SERVICES &  
SPECIAL DISTRICTS  
1231 I STREET  
ROOM 300  
SACRAMENTO, CA  
95814-2988

June 16, 1998

**APPROVED**  
BY THE CITY COUNCIL

916-264-7474

FAX 916-264-7480

City Council  
Sacramento, California

**JUN 30 1998**

OFFICE OF THE  
CITY CLERK

Honorable Members in Session:

**SUBJECT: DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT PUBLIC HEARING  
(FY 1998/99)**

**LOCATION AND COUNCIL DISTRICT:**

The proposed Downtown Sacramento Management District (DSMD) is located in Council District No. 1. The district comprises approximately 65 city blocks (see attached map, Exhibit A).

**RECOMMENDATION:**

This report recommends that the City Council adopt:

- Resolution Overruling Protests
- Resolution Approving the FY 1998/99 Annual Report and Budget
- Resolution Confirming Diagram and Levying FY 1998/99 Annual Assessments

**CONTACT PERSON:** Edward Williams, Associate Civil Engineer, 264-5440

**FOR COUNCIL MEETING OF:** June 30, 1998

**SUMMARY:**

The DSMD was established to provide funding for security, maintenance and revitalization services in the downtown area. This report presents the recommended budget of \$1,245,821 for FY 1998/99 which represents no increase in the property assessments. The purpose of this public hearing is to report on the annual budget and levy the annual assessments. As of June 15, 1998, the City Clerk has received no protests of the district.

**COMMITTEE/COMMISSION ACTION:**

None.

**BACKGROUND INFORMATION:**

The DSMD was approved by City Council on June 13, 1995, in accordance with the Property and Business Improvement District Area Law of 1994 and became effective on January 1, 1996. The district provides funding for the Downtown Sacramento Partnership to provide the following services in a 65-city block area of Downtown and Old Sacramento:

- Security
  - Guide Program
  
- Maintenance
  - Clean Streets Program
  - Clean Sweep Program
  
- Revitalization
  - Marketing and Business Recruitment

The properties within the district are split into six subdistricts (benefit zones). The assessment rates for each subdistrict are based on the levels of service and benefit received. Assessment rates are determined as a cost per square foot of parcel area and cost per square foot of building area.

The DSMD advisory board has prepared the annual report, which is on file with the City Clerk. The report addresses the current and proposed budgets and services to be provided. The management district's advisory board is recommending that services being provided remain at the current level and the district itself unchanged.

**FINANCIAL CONSIDERATIONS:**

The total cost of services/assessments is estimated to be \$1,245,821 for the 1998/99 fiscal year. This is a 0.00% change from the 1997/98 assessment rate. A \$2,000 decrease in the budget is due to the demolition of two buildings in the Civic Center zone. The total budget for district operation is listed in Exhibit B. The assessment rates by subdistrict are listed in Exhibit C.

City Council  
Downtown Sacramento Management District  
June 16, 1998

City/SHRA Contributions

In consideration of the services being provided and Council's goal of enhancement and revitalization of the downtown area, the City and SHRA have each entered into agreements with the Downtown Sacramento Partnership in which the following contributions are identified.

TABLE 1

Agency	Contribution
City/Library JPA*	\$223,489
SHRA	\$54,966
County	\$0
State	\$0

\*Joint Power Agreement

The majority of the City contribution will be from existing enterprise funds, as determined by the City. Contribution from the general fund portion is expected to be approximately \$41,000.

**ENVIRONMENTAL CONSIDERATIONS:**

Under CEQA guidelines, continuing administration and annual services do not constitute a project and, therefore, are exempt from review.

**POLICY CONSIDERATIONS:**

These proceedings are being conducted in accordance with the Property and Business Improvement District Law of 1994 as set forth in Section 36600 of the California Streets and Highways Code.

City Council  
Downtown Sacramento Management District  
June 16, 1998

**MBE/WBE:**

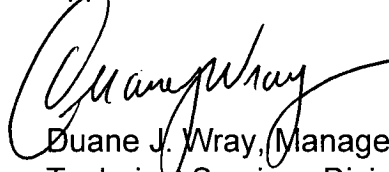
The annual budget and assessment levy process does not involve the MBE/WBE contractor selection process.

Respectfully submitted,



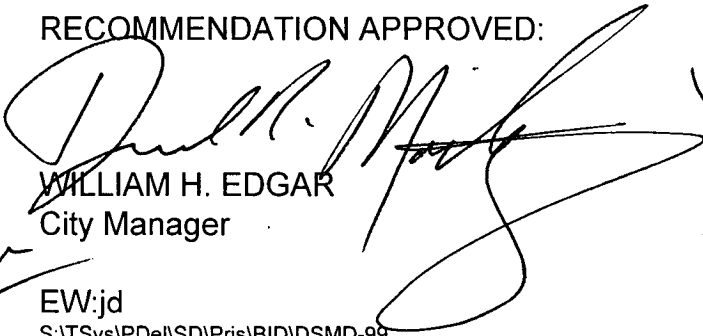
Gary Alm, Manager  
Development Services and Special Districts

Approved:



Duane J. Wray, Manager  
Technical Services Division

RECOMMENDATION APPROVED:



WILLIAM H. EDGAR  
City Manager

Approved:

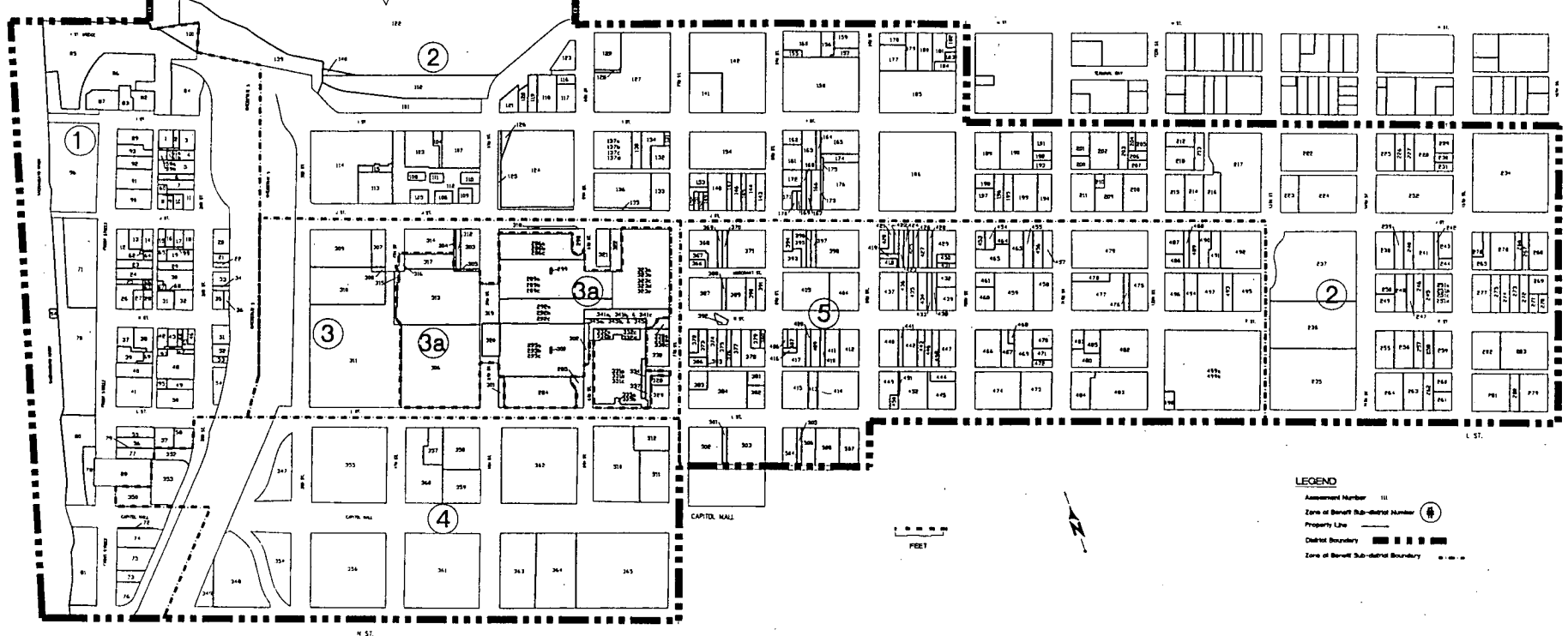


MICHAEL KASHIWAGI  
Director of Public Works

EW:jd  
S:\TSvs\PD\ISD\Prjs\BID\DSMD-99

# BOUNDARY MAP OF DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT

NOTE: For exact detail of this area see County Assessor Map Book 002, Parcel 002-0010-032



**LEGEND**  
 Assessment Number III  
 Zone of Benefit Sub-district Number (circled number)  
 Property Line ———  
 District Boundary - - - - -  
 Zone of Benefit Sub-district Boundary ·····

**EXHIBIT B**

**MANAGEMENT DISTRICT BUDGET**

	1996	1997	1998	1999
Security	\$463,239	\$472,503	\$482,899	\$482,133
Maintenance	\$308,826	\$315,003	\$321,933	\$321,422
Revitalization	\$257,355	\$262,502	\$268,277	\$267,851
Administration	\$142,580	\$163,932	\$167,692	\$167,415
	\$1,172,000	\$1,213,940	\$1,240,801	\$1,238,821
Special Districts	(formation) \$23,144	\$6,000	\$6,000	\$6,000
Finance Administration	\$1,856	\$1,000	\$1,000	\$1,000
<b>TOTAL BUDGET</b>	\$1,197,000	\$1,220,940	\$1,247,801	\$1,245,821
Less Contributions	(\$267,215)	(\$272,559)	(\$278,455)	(\$278,455)
Less Surplus	\$0	\$0	\$0	\$0
<b>TOTAL ASSESSED</b>	\$929,785	\$948,381	\$969,346	\$967,366

**EXHIBIT C****1998/99 ASSESSMENT RATES FOR PARCEL AREA**

No	Sub-District	Cost/Sq. Ft./Parcel
1	Old Sacramento	\$0.0829
2	Civic Center	\$0.1031
3	Plaza	\$0.0918
3a	Downtown Plaza shopping Center	\$0.0322
4	Capitol Mall	\$0.0322
5	K Street	\$0.1205

**1998/99 ASSESSMENT RATES FOR BUILDING AREA**

No.	Sub-District	Cost/Sq. Ft./Building
1	Old Sacramento	\$0.0415
2	Civic Center	\$0.0516
3	Plaza	\$0.0459
3a	Downtown Plaza shopping Center	\$0.0161
4	Capitol Mall	\$0.0161
5	K Street	\$0.0603

APPROVED  
BY THE CITY COUNCIL

JUN 30 1998

OFFICE OF THE  
CITY CLERK

**RESOLUTION NO. 98-341**

**ADOPTED BY THE SACRAMENTO CITY COUNCIL**

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

**RESOLUTION OVERRULING PROTESTS**

**DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT  
NO. 95-04**

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

On June 30, 1998, the City Council opened a public hearing on the Resolution of Intention to levy and collect assessments in the Downtown Sacramento Management District No. 95-04.

At or before the time set for hearing, certain interested persons made protests or objections to the proposed services, the extent of the assessment district or the proposed assessment.

The City Council hereby overrules each of these protests, written or oral.

The City Council finds that the protest against the proposed services (including all written protests not withdrawn in writing before the conclusion of the protest hearing) is made by the owners of property who will pay less than 50% of the total assessments proposed.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**FOR CITY CLERK USE ONLY**

RESOLUTION NO: \_\_\_\_\_

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

**RESOLUTION NO. 98-342**

**ADOPTED BY THE SACRAMENTO CITY COUNCIL**

**ON DATE OF \_\_\_\_\_**

**APPROVED**  
BY THE CITY COUNCIL

**JUN 30 1998**

OFFICE OF THE  
CITY CLERK

**RESOLUTION CONFIRMING DIAGRAM AND LEVYING ASSESSMENTS  
IN THE DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT  
FOR FY 1998/99 NO. 95-04**

(Pursuant to the Property and Business Improvement District Law of 1994)

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

Section 1

1. The City Council makes the following findings, pursuant to Streets and Highways Code Sections 36627 and 36626.7:
  - a. The management district annual budget report is on file with the Office of the City Clerk and is incorporated herein by this reference.
  - b. On June 4, 1998, the City Council adopted Resolution No. 98-209, which was the Resolution of Intention to Levy and Collect Assessments.
  - c. On June 30, 1998, the City Council conducted public hearings at 2:00 p.m. at 915 I Street, Sacramento, California, with respect to the levy of assessments.
  - d. Properties within the district are subject to any amendments to Part 7 (commencing with Section 36600) of Division 18 of the Streets and Highways Code.
  - e. The improvements and activities to be provided in the district will be funded by the levy of the assessments specified in the assessment roll. The revenue from the levy of such assessments will not be used to provide improvements or activities outside the district or for any purpose other than the purposes specified in the resolution of intention.
  - f. All property within the district will be benefitted specially and directly by the improvements and activities funded by the assessments to be levied.

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**FOR CITY CLERK USE ONLY**

**RESOLUTION NO: \_\_\_\_\_**

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

- g. The assessment roll, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, has fairly and properly apportioned the cost of the services to be provided within the district, to each parcel in the district in proportion to the estimated benefits to be received by each parcel, respectively, for the services.

Section 2

- 1. The City Council makes the following orders:
  - a. The City Council hereby confirms the diagram and assessment rates as set forth in the Annual Report for FY 1998/99
  - b. Assessments are hereby levied in accordance with the assessment roll.

\_\_\_\_\_  
MAYOR

ATTEST:

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

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FOR CITY CLERK USE ONLY

RESOLUTION NO: \_\_\_\_\_

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

**ASSESSMENT ROLL**  
**DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT**  
 FY 1998/99

**EXHIBIT A**

ASSESSMENT NUMBER	ASSESSOR'S PARCEL No.	ASSESSMENT
1	006 0012 032 0000	\$880.50
2	006 0012 036 0000	\$456.10
3	006 0012 037 0000	\$753.40
4	006 0012 021 0000	\$823.90
5	006 0012 022 0000	\$1,900.80
6	006 0012 023 0000	\$743.10
7	006 0012 024 0000	\$838.90
8	006 0012 031 0000	\$663.60
9	006 0012 030 0000	\$305.50
11	006 0012 028 0000	\$1,169.50
12	006 0071 035 0000	\$1,532.30
13	006 0071 034 0000	\$888.90
14	006 0071 033 0000	\$910.90
16	006 0071 045 0000	\$517.30
17	006 0071 027 0000	\$595.20
19	006 0071 043 0000	\$1,071.80
20	006 0073 039 0000	\$624.90
21	006 0073 040 0000	\$501.70
22	006 0073 041 0000	\$263.60
23	006 0071 041 0000	\$989.70
24	006 0071 040 0000	\$1,292.20
25	006 0071 050 0000	\$454.20
26	006 0071 025 0000	\$1,114.10
27	006 0071 014 0000	\$833.80
28	006 0071 013 0000	\$602.10
29	006 0071 032 0000	\$1,000.30
31	006 0071 038 0000	\$916.00
32	006 0071 055 0000	\$1,744.20
33	006 0073 047 0000	\$859.10

**ASSESSMENT ROLL**  
**DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT**  
 FY 1998/99

ASSESSMENT NUMBER	ASSESSOR'S PARCEL No.	ASSESSMENT
34	006 0073 045 0000	\$306.90
35	006 0073 048 0000	\$718.40
37	006 0072 047 0000	\$1,412.80
38	006 0072 039 0000	\$1,060.30
39	006 0072 046 0000	\$864.50
40	006 0072 024 0000	\$1,872.30
41	006 0072 025 0000	\$1,626.20
44	006 0072 032 0000	\$253.40
45	006 0072 033 0000	\$519.80
46	006 0072 034 0000	\$440.30
47	006 0072 035 0000	\$264.20
48	006 0072 036 0000	\$1,976.50
49	006 0072 045 0000	\$1,112.60
50	006 0072 043 0000	\$2,576.20
51	006 0074 035 0000	\$1,134.50
52	006 0074 037 0000	\$742.40
54	006 0074 032 0000	\$1,111.20
55	006 0136 002 0000	\$1,293.40
56	006 0136 003 0000	\$1,089.30
57	006 0136 008 0000	\$965.00
58	006 0136 009 0000	\$963.30
59 b	006 0012 020 0002	\$118.30
61 b	006 0012 034 0002	\$82.90
97	006 0072 030 0000	\$150.00
98	006 0072 031 0000	\$62.60
102	006 0023 006 0000	\$6,364.30
103	006 0024 032 0000	\$4,109.40
105	006 0024 034 0000	\$1,130.60
106	006 0024 035 0000	\$1,117.10

**ASSESSMENT ROLL**  
**DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT**  
 FY 1998/99

ASSESSMENT NUMBER	ASSESSOR'S PARCEL No.	ASSESSMENT
108	006 0024 044 0000	\$539.30
109	006 0024 045 0000	\$1,156.60
110	006 0024 047 0000	\$938.10
111	006 0024 049 0000	\$517.20
113	006 0024 052 0000	\$3,124.10
114	006 0024 053 0000	\$10,508.80
122	002 0010 032 0000	\$6,548.60
124	006 0026 018 0000	\$30,356.80
133	006 0032 012 0000	\$2,968.30
136	006 0032 028 0000	\$6,843.20
140	002 0010 025 0000	\$1,031.50
143	006 0034 008 0000	\$1,320.30
144	006 0034 009 0000	\$1,320.30
145	006 0034 010 0000	\$845.80
146	006 0034 011 0000	\$1,217.20
147	006 0034 012 0000	\$682.80
148	006 0034 013 0000	\$1,836.00
149	006 0034 014 0000	\$412.60
150	006 0034 015 0000	\$330.10
151	006 0034 016 0000	\$330.10
152	006 0034 017 0000	\$701.40
153	006 0034 018 0000	\$1,055.70
154	006 0034 019 0000	\$9,200.50
155	006 0035 001 0000	\$427.70
156	006 0035 005 0000	\$1,154.20
157	006 0035 009 0000	\$448.70
159	006 0035 011 0000	\$1,873.20
160	006 0035 012 0000	\$3,623.40
176	006 0036 031 0000	\$25,190.90

**ASSESSMENT ROLL**  
**DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT**  
 FY 1998/99

ASSESSMENT NUMBER	ASSESSOR'S PARCEL No.	ASSESSMENT
194	006 0044 006 0000	\$3,878.40
195	006 0044 009 0000	\$1,347.90
196	006 0044 010 0000	\$1,684.90
197	006 0044 011 0000	\$2,587.00
199	006 0044 013 0000	\$3,042.90
201	006 0047 002 0000	\$825.20
202	006 0047 003 0000	\$3,421.40
203	006 0047 004 0000	\$660.20
204	006 0047 005 0000	\$495.10
205	006 0047 006 0000	\$1,010.90
206	006 0047 007 0000	\$825.20
207	006 0047 008 0000	\$991.40
208	006 0047 009 0000	\$4,865.60
209	006 0047 010 0000	\$1,650.40
210	006 0047 011 0000	\$628.20
211	006 0047 012 0000	\$5,776.30
212	006 0052 003 0000	\$825.30
213	006 0052 004 0000	\$866.40
214	006 0052 018 0000	\$1,980.50
215	006 0052 019 0000	\$3,300.80
218	006 0052 022 0000	\$739.70
223	006 0054 024 0000	\$5,684.20
224	006 0054 025 0000	\$34,381.50
225	006 0056 001 0000	\$1,320.30
226	006 0056 002 0000	\$660.20
227	006 0056 003 0000	\$660.20
228	006 0056 004 0000	\$1,320.30
229	006 0056 005 0000	\$965.90
230	006 0056 006 0000	\$495.10

**ASSESSMENT ROLL**  
**DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT**  
 FY 1998/99

ASSESSMENT NUMBER	ASSESSOR'S PARCEL No.	ASSESSMENT
231	006 0056 007 0000	\$495.10
232	006 0056 014 0000	\$29,918.60
243	006 0115 006 0000	\$1,437.90
244	006 0115 007 0000	\$272.30
251 d	006 0115 016 0004	\$1,006.00
255	006 0116 001 0000	\$3,972.70
256	006 0116 002 0000	\$4,011.20
257	006 0116 003 0000	\$656.50
258	006 0116 004 0000	\$660.20
259	006 0116 005 0000	\$1,303.00
260	006 0116 006 0000	\$990.20
261	006 0116 007 0000	\$660.20
262	006 0116 008 0000	\$990.20
263	006 0116 009 0000	\$1,392.90
264	006 0116 012 0000	\$1,980.50
265	006 0121 001 0000	\$1,207.90
266	006 0121 006 0000	\$495.10
267	006 0121 007 0000	\$495.10
268	006 0121 008 0000	\$3,411.30
269	006 0121 009 0000	\$660.20
270	006 0121 010 0000	\$330.10
271	006 0121 011 0000	\$330.10
272	006 0121 012 0000	\$660.20
273	006 0121 013 0000	\$660.20
274	006 0121 014 0000	\$660.20
275	006 0121 015 0000	\$660.20
277	006 0121 019 0000	\$8,984.30
278	006 0121 020 0000	\$3,300.80
279	006 0122 006 0000	\$3,341.50

**ASSESSMENT ROLL**  
**DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT**

FY 1998/99

ASSESSMENT NUMBER	ASSESSOR'S PARCEL No.	ASSESSMENT
280	006 0122 007 0000	\$1,320.30
281	006 0122 010 0000	\$3,930.00
282	006 0122 012 0000	\$1,980.50
283	006 0122 013 0000	\$7,700.70
303	006 0087 043 0000	\$6,358.80
304	006 0087 044 0000	\$163.10
305	006 0087 045 0000	\$101.20
307	006 0087 047 0000	\$3,179.60
308	006 0087 048 0000	\$110.40
309	006 0087 049 0000	\$3,857.90
310	006 0087 050 0000	\$14,154.30
312	006 0087 052 0000	\$293.60
321	006 0091 001 0000	\$3,358.30
328	006 0091 023 0000	\$725.60
329	006 0091 024 0000	\$2,569.20
330	006 0091 025 0000	\$5,390.70
338 a	006 0091 031 0001	\$239.90
284	006 0087 031 0000	\$2,586.80
286 a	006 0087 034 0001	\$2,029.90
289 a	006 0087 035 0001	\$4,774.20
292 a	006 0087 036 0001	\$1,331.60
295 a	006 0087 037 0001	\$4,718.30
302	006 0087 042 0000	\$108.70
306	006 0087 046 0000	\$10,945.10
313	006 0087 053 0000	\$3,894.70
316	006 0087 057 0000	\$49.80
317	006 0087 058 0000	\$417.20
320	006 0087 061 0000	\$712.70
323 d	006 0091 022 0004	\$2,250.50

**ASSESSMENT ROLL**  
**DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT**  
 FY 1998/99

ASSESSMENT NUMBER	ASSESSOR'S PARCEL No.	ASSESSMENT
323 e	006 0091 022 0005	\$3,010.40
331 a	006 0091 034 0001	\$4,586.90
332 d	006 0091 035 0004	\$363.90
334	006 0091 027 0000	\$91.90
335 a	006 0091 028 0001	\$128.60
337	006 0091 029 0000	\$143.00
341 a	006 0091 032 0001	\$516.30
345 a	006 0091 033 0001	\$388.10
350	006 0136 007 0000	\$4,268.10
352	006 0136 021 0000	\$280.30
353	006 0136 022 0000	\$777.20
355	006 0141 043 0000	\$4,443.50
356	006 0142 038 0000	\$14,212.50
357	006 0143 035 0000	\$360.40
358	006 0143 038 0000	\$1,342.80
359	006 0143 039 0000	\$2,923.40
360	006 0143 040 0000	\$3,320.40
361	006 0144 029 0000	\$19,298.90
362	006 0145 025 0000	\$13,433.30
363	006 0146 030 0000	\$4,066.40
366	006 0094 001 0000	\$925.30
367	006 0094 002 0000	\$1,044.70
368	006 0094 003 0000	\$6,567.00
369	006 0094 004 0000	\$385.70
370	006 0094 005 0000	\$584.50
371	006 0094 009 0000	\$11,347.40
372	006 0096 002 0000	\$1,205.20
373	006 0096 003 0000	\$1,682.20
374	006 0096 004 0000	\$2,338.30

**ASSESSMENT ROLL**  
**DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT**  
 FY 1998/99

ASSESSMENT NUMBER	ASSESSOR'S PARCEL No.	ASSESSMENT
375	006 0096 005 0000	\$1,277.50
376	006 0096 006 0000	\$679.70
377	006 0096 007 0000	\$1,542.60
378	006 0096 008 0000	\$2,338.10
379	006 0096 009 0000	\$964.20
380	006 0096 010 0000	\$478.80
381	006 0096 011 0000	\$520.60
382	006 0096 012 0000	\$3,548.00
383	006 0096 016 0000	\$2,346.30
384	006 0096 017 0000	\$5,731.30
385	006 0096 018 0000	\$6.00
386	006 0096 019 0000	\$727.90
389	006 0096 022 0000	\$4,577.30
390	006 0096 023 0000	\$1,354.00
391	006 0096 024 0000	\$2,020.50
393	006 0097 001 0000	\$1,416.10
394	006 0097 002 0000	\$433.90
395	006 0097 003 0000	\$785.80
396	006 0097 004 0000	\$385.70
397	006 0097 005 0000	\$661.70
404	006 0097 012 0000	\$6,469.50
405	006 0097 013 0000	\$38,736.30
406	006 0098 003 0000	\$576.10
407	006 0098 004 0000	\$713.50
408	006 0098 006 0000	\$964.20
409	006 0098 007 0000	\$1,157.00
410	006 0098 008 0000	\$807.50
411	006 0098 009 0000	\$4,652.00
412	006 0098 010 0000	\$5,399.30

**ASSESSMENT ROLL**  
**DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT**

FY 1998/99

ASSESSMENT NUMBER	ASSESSOR'S PARCEL No.	ASSESSMENT
413	006 0098 014 0000	\$1,446.20
414	006 0098 020 0000	\$6,471.90
415	006 0098 021 0000	\$3,181.70
416	006 0098 022 0000	\$361.60
417	006 0098 024 0000	\$1,807.80
418	006 0101 001 0000	\$676.80
419	006 0101 002 0000	\$581.40
420	006 0101 003 0000	\$1,248.60
421	006 0101 004 0000	\$919.90
422	006 0101 005 0000	\$482.10
423	006 0101 006 0000	\$595.80
424	006 0101 007 0000	\$775.50
425	006 0101 008 0000	\$536.30
426	006 0101 009 0000	\$771.30
427	006 0101 010 0000	\$1,687.30
428	006 0101 011 0000	\$964.20
429	006 0101 012 0000	\$8,948.80
430	006 0101 013 0000	\$928.00
431	006 0101 014 0000	\$608.30
432	006 0101 015 0000	\$1,353.90
433	006 0101 017 0000	\$624.30
434	006 0101 018 0000	\$1,218.80
435	006 0101 019 0000	\$1,252.30
436	006 0101 020 0000	\$3,393.80
437	006 0101 021 0000	\$3,663.80
438	006 0101 023 0000	\$908.70
439	006 0101 024 0000	\$3,032.00
440	006 0102 001 0000	\$9,244.90
441	006 0102 002 0000	\$385.70

**ASSESSMENT ROLL**  
**DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT**

FY 1998/99

ASSESSMENT NUMBER	ASSESSOR'S PARCEL No.	ASSESSMENT
442	006 0102 003 0000	\$3,366.30
443	006 0102 004 0000	\$1,157.00
444	006 0102 006 0000	\$1,325.70
445	006 0102 007 0000	\$12,094.70
446	006 0102 012 0000	\$1,157.00
447	006 0102 014 0000	\$3,663.80
448	006 0102 015 0000	\$867.70
449	006 0102 016 0000	\$6,013.90
450	006 0102 017 0000	\$253.10
451	006 0102 018 0000	\$60.30
452	006 0102 019 0000	\$18,049.80
453	006 0103 002 0000	\$971.40
454	006 0103 003 0000	\$1,009.20
455	006 0103 007 0000	\$1,241.30
456	006 0103 008 0000	\$1,542.60
457	006 0103 009 0000	\$1,723.40
458	006 0103 010 0000	\$3,639.70
459	006 0103 011 0000	\$4,093.10
460	006 0103 012 0000	\$3,627.90
463	006 0103 015 0000	\$2,086.20
464	006 0103 019 0000	\$1,063.70
465	006 0103 020 0000	\$3,409.00
466	006 0104 001 0000	\$5,152.60
467	006 0104 002 0000	\$2,596.70
468	006 0104 003 0000	\$338.70
469	006 0104 004 0000	\$3,085.30
470	006 0104 005 0000	\$2,198.80
471	006 0104 006 0000	\$1,663.20
472	006 0104 007 0000	\$629.10

**ASSESSMENT ROLL**  
**DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT**  
 FY 1998/99

ASSESSMENT NUMBER	ASSESSOR'S PARCEL No.	ASSESSMENT
475	006 0105 009 0000	\$3,738.90
476	006 0105 010 0000	\$614.60
478	006 0105 012 0000	\$306.60
479	006 0105 013 0000	\$20,941.80
480	006 0106 001 0000	\$2,479.90
481	006 0106 002 0000	\$1,764.80
482	006 0106 004 0000	\$11,365.00
483	006 0106 005 0000	\$16,510.90
484	006 0106 006 0000	\$7,026.30
485	006 0106 009 0000	\$1,639.80
486	006 0111 001 0000	\$812.90
487	006 0111 002 0000	\$2,326.00
488	006 0111 003 0000	\$1,075.00
489	006 0111 004 0000	\$6,734.40
490	006 0111 005 0000	\$1,163.40
491	006 0111 006 0000	\$1,725.00
492	006 0111 007 0000	\$5,995.00
493	006 0111 010 0000	\$1,301.60
494	006 0111 013 0000	\$7,371.10
495	006 0111 015 0000	\$2,314.00
496	006 0111 016 0000	\$10,721.70
497	006 0111 017 0000	\$3,928.90
498	006 0112 023 0000	\$594.20
499 a	006 0112 022 0001	\$48,874.80
501	006 0153 005 0000	\$396.30
502	006 0153 012 0000	\$4,344.80
503	006 0153 015 0000	\$19,463.60
504	006 0155 001 0000	\$3,085.30
505	006 0155 002 0000	\$621.90

**ASSESSMENT ROLL**  
**DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT**  
FY 1998/99

ASSESSMENT NUMBER	ASSESSOR'S PARCEL No.	ASSESSMENT
506	006 0155 003 0000	\$2,314.00
507	006 0155 007 0000	\$3,085.30
508	006 0155 013 0000	\$2,988.90

APPROVED  
BY THE CITY COUNCIL

JUN 30 1998

OFFICE OF THE  
CITY CLERK

**RESOLUTION NO. 98-343**

**ADOPTED BY THE SACRAMENTO CITY COUNCIL**

**ON DATE OF \_\_\_\_\_**

**RESOLUTION APPROVING THE ANNUAL REPORT AND BUDGET  
FOR THE FISCAL YEAR 1998/99**

**DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT NO. 95-04**

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

1. The Downtown Sacramento Management District Annual Report which is on file with the Office of the City Clerk is incorporated herein by this reference is hereby approved.
2. The Fiscal Year 1998/99 Expenditure Budget for the Downtown Sacramento Management District is adopted as follows:

Downtown Management District:

Security Guides	\$482,133
Maintenance	\$321,422
Revitalization	\$267,851
District Administration	\$167,415

City Departments:

Public Works Special Districts Administration	\$ 6,000
Finance Department Administration	\$ 1,000
	\$1,245,821

3. The Fiscal Year 1998/99 Revenue from Property Owners for the Downtown Sacramento Management District is adopted as follows:

261-310-3131-3657	\$967,366
-------------------	-----------

**FOR CITY CLERK USE ONLY**

**RESOLUTION NO: \_\_\_\_\_**

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

- 4. The Fiscal 1998/99 Operating Budget will be adjusted to reflect a City contribution of \$223,489 having impact on Fund Nos. 101, 412, 419 and 420.
- 5. The Director of Finance is authorized to disburse funds to the Downtown Sacramento Partnership, Inc. (DPI), as defined in City Agreement No. 95-119 between the City and DPI.

\_\_\_\_\_  
MAYOR

ATTEST:

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

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

RESOLUTION NO: \_\_\_\_\_

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

# **Downtown Sacramento Management District**

*Prepared pursuant to the State of California  
Property and Business Improvement District Law of 1994.*

*By the*

***Downtown Sacramento Partnership  
Advisory Board***

**Annual Report  
Fiscal Year 1999**

## I. MANAGEMENT DISTRICT BOUNDARY

The boundaries of the Downtown Sacramento Management District and the sub-districts shall be unmodified for the fiscal year 1999.

### A. Service Area

The Downtown Sacramento Management District will deliver services within a 65-block area in the heart of the central business district. The area is roughly bounded by "I" and "H" streets to the north, the Sacramento River to the west, "L" and "N" streets to the south, and 16th Street to the east. The service area includes 525 properties owned by 210 property owners. The Management District boundary is illustrated by the map on page 2, and detailed descriptions of the District and sub-district boundaries are provided in *Appendix 1*.

The service area boundary is influenced by the following factors:

- The Management District service area includes properties only within the C-3 zoning district. C-3 zoning provides for the highest intensity of commercial uses and density in the central business district.
- The State Capitol and Park are excluded due to their existing enhanced service level and concern that new services would be redundant. Other State-owned property is initially excluded since the State will not pay assessments at this time.
- The District boundary could grow to accommodate State-owned property if the State later elects to pay its assessments, or to encompass the Southern Pacific rail yard area as it develops.

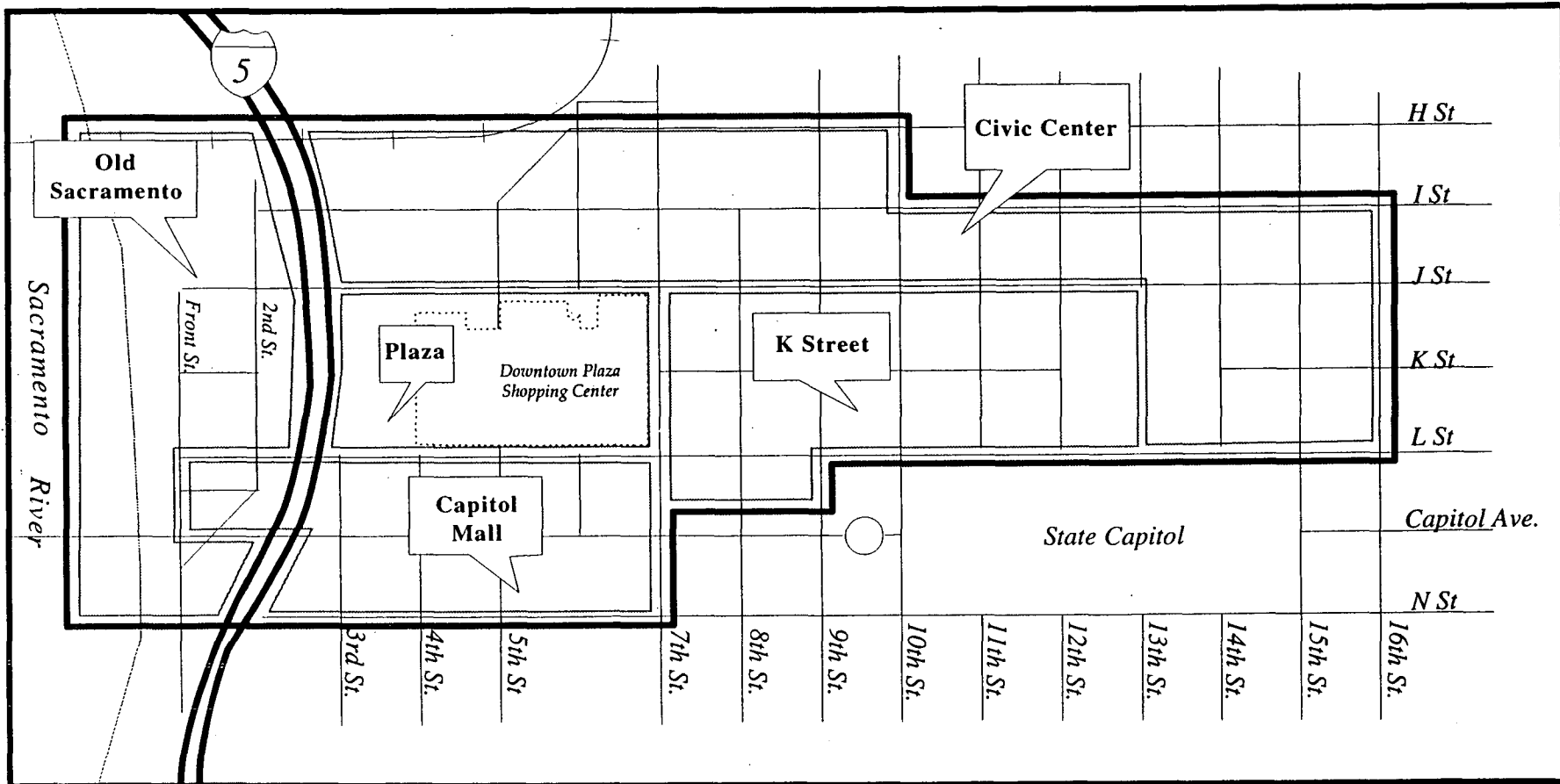
### B. Sub-Districts

Six sub-districts have been created within the 65-block Management District boundary. Sub-district boundaries are drawn to identify areas that are adjacent to or influenced by defining physical and/or economic features in the central business district. Sub-districts, which are illustrated by the map on page 2, are described as follows:

1. **Old Sacramento:** Bounded by Interstate 5, the Sacramento River, H and N Streets, the 8-block Old Sacramento sub-district includes the specialty retail and entertainment district within the Old Sacramento Historic District.
2. **Civic Center:** Located north and east of the K Street corridor, the 26 block Civic Center sub-district includes a mixed use area consisting of retail, office and government uses.
3. **Plaza:** Bounded by Interstate 5, J, L and 7th Streets, the 4-block Plaza sub-district includes a variety of properties providing retail, office and hotel uses surrounding, but excluding, the Downtown Plaza Shopping Center and Macy's.
- 3A. **Downtown Plaza Shopping Center:** This 4-block sub-district is defined as the Downtown Plaza Shopping Center, including all property owned by The TrizacHahn Company plus Macy's. The Shopping Center currently provides its own enhanced security, maintenance and marketing services.
4. **Capitol Mall:** Bounded by Interstate 5, L, N and 7th Streets, the 10 block Capitol Mall sub-district encompasses properties adjacent to or influenced by the Capitol Mall parkway. Predominate use is office.
5. **K Street:** Bounded by J, L, 7th and 13th Streets, the 13-block K Street sub-district includes property that is adjacent to or influenced by the K Street pedestrian/transit mall. Uses are predominately retail and office.

A detailed description of the Management District boundary and maps with parcel detail are provided in *Appendix 1*.

# Downtown Sacramento Management District & Sub-Districts



## II. DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT SERVICE PLAN

The Downtown Sacramento Management District Service Plan provides for security, maintenance and revitalization services above and beyond those currently provided by the City. The services for fiscal year 1998 will remain unmodified for fiscal year 1999.

Management District services will vary from sub-district to sub-district as requested by property and business owners within each sub-district. Program descriptions and budgets of proposed Management District security, maintenance, revitalization and administrative services are provided in the following pages.

### A. Security

Guide Program: The Security Guide program's mission is to support the police department and property owners in overall crime prevention efforts while offering a customer service orientation to Downtown pedestrians. The program assists in the prevention of break-ins, graffiti tags and general disruptive street elements. In addition to providing enhanced security, guides are trained on Downtown amenities to direct pedestrians to civic, shopping and business destinations, and are informed on Downtown promotions and events to encourage public participation.

A minimum of 6 and up to 10 trained security guides patrol the management district 10 hours a day, 7 days a week. Actual patrol hours may vary. The program includes a program director, guide supervisor, dispatcher, guides, equipment and supplies.

Property and business owners within the Downtown Plaza Shopping Center and Capitol Mall sub-districts have requested that guides not be provided within their sub-districts. Guides will be concentrated in the K Street, Civic Center, Old Sacramento and Plaza sub-districts, and will work collaboratively with existing private security in the Downtown Plaza Shopping Center and Capitol Mall sub-districts. Service ratios of guides per sub-district are as follows:

#### Security Guide Program: Service Ratio of Guides to Sub-District:

<u>Sub-District</u>	<u>Distribution(*)</u>
1 Old Sacramento	1.5
2 Civic Center	3.5
3 Plaza	0.5
3A Downtown Plaza Shopping Center	(**)
4 Capitol Mall	(**)
5 K Street Corridor	2.5

(\*) *Each unit is equivalent to 12 hours of daily patrol coverage by one guide.*

(\*\*) *As requested by stakeholders within these sub-districts, Management District guides will not be provided within these sub-districts.*

### B. Maintenance

The Management District maintenance services provide for alley, sidewalk, graffiti and litter removal services. Similar to security, property and business owners in several sub-districts have requested that the maintenance services not be provided. The Downtown Plaza Shopping Center, Capitol Mall and Old Sacramento sub-districts view the maintenance services as duplicating existing services found in these sub-districts. Maintenance will be concentrated in the K Street, Civic Center and Plaza sub-districts.

Proposed Management District maintenance services are provided through the "clean streets" and "city sweep" programs:

Clean Streets Program: Maintenance services include sweeping, steam cleaning and related surface maintenance control issues. Maintenance crews provide services throughout the week, with varying service frequencies in each sub-district. The maintenance frequency schedule per sub-district follows:

Sidewalk/Alley Maintenance: Anticipated Frequencies by Sub-District:

<u>Sub-District</u>	<u>Sidewalk Wash</u>	<u>Alley Wash/Clean</u>
1 Old Sacramento	(*)	(*)
2 Civic Center	1/wk	2-4/mo
3 Plaza	1/wk	0
3A Downtown Plaza Shopping Center	(*)	(*)
4 Capitol Mall	(*)	(*)
5 K Street Corridor	5/wk	4-8/mo

(\*)'As requested by stakeholders within these sub-districts, Management District maintenance services are not provided within these sub districts.

City Sweep Program: The "city sweep" program provides litter and graffiti removal seven days per week. Visible city sweep crews augment Management District security guides to discourage litter and graffiti. Mobile city sweep crews ensure the daily disposal of litter and aim to remove graffiti within hours of detection. Sub-districts to receive intensive city sweep services include Civic Center, Plaza and K Street.

At stakeholders' request, city sweep services are not provided in the Downtown Plaza Shopping Center, Capitol Mall and Old Sacramento sub-districts. At the request of the City of Sacramento, Management District city sweep services are also not provided for City-owned properties since these services will continue to be provided by City crews.

**C. Revitalization**

The Downtown Sacramento Partnership retail recruitment efforts will work in conjunction with the City of Sacramento and an industry consultant. The program will concentrate on identifying a strategy for downtown Sacramento, developing marketing materials and aggressively recruiting new retailers into the district.

The Management District will operate a unified Downtown marketing program. It is the intent of the Management District revitalization efforts to allow the public to view the area as a single destination with a rich collection of attractions, events and services. Revitalization programs include marketing, promotions and economic development. Goals of the revitalization effort include increased customer traffic, occupancies, sales and property values.

**D. Administration**

Administration includes all office overhead and personnel required to operate the management district. Examples of administrative costs include rent, accounting, audits, personnel management, office supplies, telephone, etc.

City Administrative Costs: The annual City administrative costs are associated with accounting administration by the City and assessment billing costs incurred by the County of Sacramento.

### III. SERVICE PLAN BUDGETS

The 1997 fiscal year Service plan budgets have been approved by the Downtown Sacramento Partnership Advisory Board to deliver district services at the same ratios as fiscal year 1996. Services are based upon the following allocation of Management District revenues:

- **Security**            **45%**            **of services**
- **Maintenance**       **30%**            **of services**
- **Revitalization**       **25%**            **of services**

*Administration costs are estimated at 14% of the total budget.*

The Downtown Sacramento Partnership Advisory Board proposes no adjustment in the estimated cost of providing the improvements and the activities for the 1999 fiscal year. Budget exhibits are provided on the following pages:

- Page 6: Estimated Downtown Sacramento Management District Budget Calendar Year: 1998
- Page 7: Downtown Sacramento Management District Service Plan: Proposed Fourth Year Operating Budget: 1999

**Downtown Sacramento Management District**  
**Budget Calendar Year: 1998**  
 & Projections for Calendar Year 1999

Program	Modified Budget Cal. Yr. 1998	Current Year Spending		Projected Budget for Calendar Year 1999
		Spent as of Feb 1, 1998*	Projected Total Spending for Calendar Year 1998	
Downtown Management District	\$1,240,802	\$126,915	\$1,240,802	\$1,240,802
Security	\$480,190	\$62,880	\$480,190	\$480,190
Maintenance	\$320,127	\$39,796	\$320,127	\$320,127
Revitalization	\$266,772	\$9,445	\$266,772	\$266,772
Administration	\$173,712	\$14,794	\$173,712	\$173,712
PW Dept., Special Districts	\$6,000	\$6,000	\$6,000	\$6,000
Finance Dept. Accounting				
Dept. Admin.	\$750	\$750	\$750	\$750
County Billing Costs	\$250	\$250	\$250	\$250
<b>Total</b>	<b>\$1,247,802</b>	<b>\$133,915</b>	<b>\$1,247,802</b>	<b>\$1,247,802</b>

\* estimated

**Downtown Sacramento Management District Service Plan:**  
Proposed Fourth Year Operating Budget: 1998

Program	Total Expense	Revenue Source		Portion of Budget
		Private Assessment	City Contribution	
Security	\$482,899	\$375,098	\$107,801	38.70%
Maintenance	\$321,933	\$250,065	\$71,867	25.80%
Revitalization	\$268,277	\$208,388	\$59,890	21.50%
Administration	\$174,692	\$135,694	\$38,998	14.00%
<b>Total</b>	<b>\$1,247,802</b>	<b>\$969,246</b>	<b>\$278,556</b>	<b>100.00%</b>

## IV. ASSESSMENT METHODOLOGY

### A. Base Formula

Property owners, merchants and other Downtown Sacramento stakeholders have emphasized that an assessment formula for the proposed management district be fair, balanced and commensurate with benefits received.

Variables for the base formula are gross lot square footage and gross building square footage. Lot square footage is relevant to the highest and best use of a property and will reflect the long term value implications of the property improvement district. Building square footage is relevant to the interim use of a property and can be utilized to measure short and mid-term value impacts to tenant retention and recruitment.

The base formula weighs gross lot square footage by a factor of two (2) and gross building square footage by a factor of one (1):

2.0 (gross lot square footage) X 1.0 (gross building square footage)

More emphasis is placed on gross lot square footage due to the more substantial long term value impacts on highest and best use and due to the nature of proposed district services providing more direct benefit to ground floor property and land. Less emphasis is placed on gross building square footage due to the short term benefits for interim uses and the dilution of direct benefit to uses above the ground floor.

### B. Determination of Sub-Districts

New maintenance, security and revitalization services are anticipated throughout the property improvement district. Different frequencies of maintenance and security services will be provided within each of the six sub-districts as determined by stakeholders in each sub-district.

Sub-district boundaries are drawn to identify areas that are adjacent to or influenced by defining physical and/or economic features in the central business district. Descriptions and rationale for sub-districts are provided on page 1 and illustrated in the map on page 2.

### C. Service Cost Allocations

To distribute costs for varying direct benefits from maintenance and security services within the proposed district, base formula service cost allocations are proposed. Service cost allocations for each of the six sub-districts are based upon an allocation of direct and perimeter benefits.

*Direct benefit* is based upon the actual frequency of service anticipated within a designated sub-district.

*Perimeter benefit* aims to measure the indirect benefits of improvement for Downtown as a whole.

To determine service cost allocations for each of the six sub-districts a direct cost allocation analysis has been prepared, based upon proposed frequencies of service for maintenance and security, plus an assumption that each district will benefit equally from Downtown-wide revitalization services. The detailed calculation of sub-district service cost allocations is provided in *Appendix 2*.

Old Sacramento Economic Benefit Adjustment: An economic benefit adjustment has been provided for the Old Sacramento sub-district due to stringent development restrictions. Restrictions on height, scale and mass of buildings in the historic district limit the highest and best use potential of properties within this sub-district as compared to properties located within the remainder of the C-3

zoning district. Since these limitations on development rights prevent Old Sacramento properties from attaining the full long term economic benefit of District services, a 40% reduction in the overall assessment has been established. This cost reduction is redistributed to the sub-districts and City contribution based on their pro-rata funding share.

501(c)(3) Exemption: Properties owned by tax-exempt organizations, such as churches, qualify for a reduction in assessments in proportion to the real property tax exemption currently applied. The assessment policy on 501(c)(3) organizations is provided on page 8-1 of the Management District Plan.

Government-Owned Property properties owned by local, state and federal government may choose to pay assessments as part of a management district. For the Downtown Sacramento Management District, the City of Sacramento will be providing a contribution, County, state and federal property owners may opt to participate in the future.

**D. Annual Assessments by Sub-District**

The application of the base formula and service cost allocations detailed in Appendix 3 is provided in the following chart. Each sub-district is assigned an annual assessment that is applied to the lot and building square footage for each property.

Estimated Annual Sub-District Assessment: 1999 Sub-District (per lot s.f.) +/- (per building s.f.)

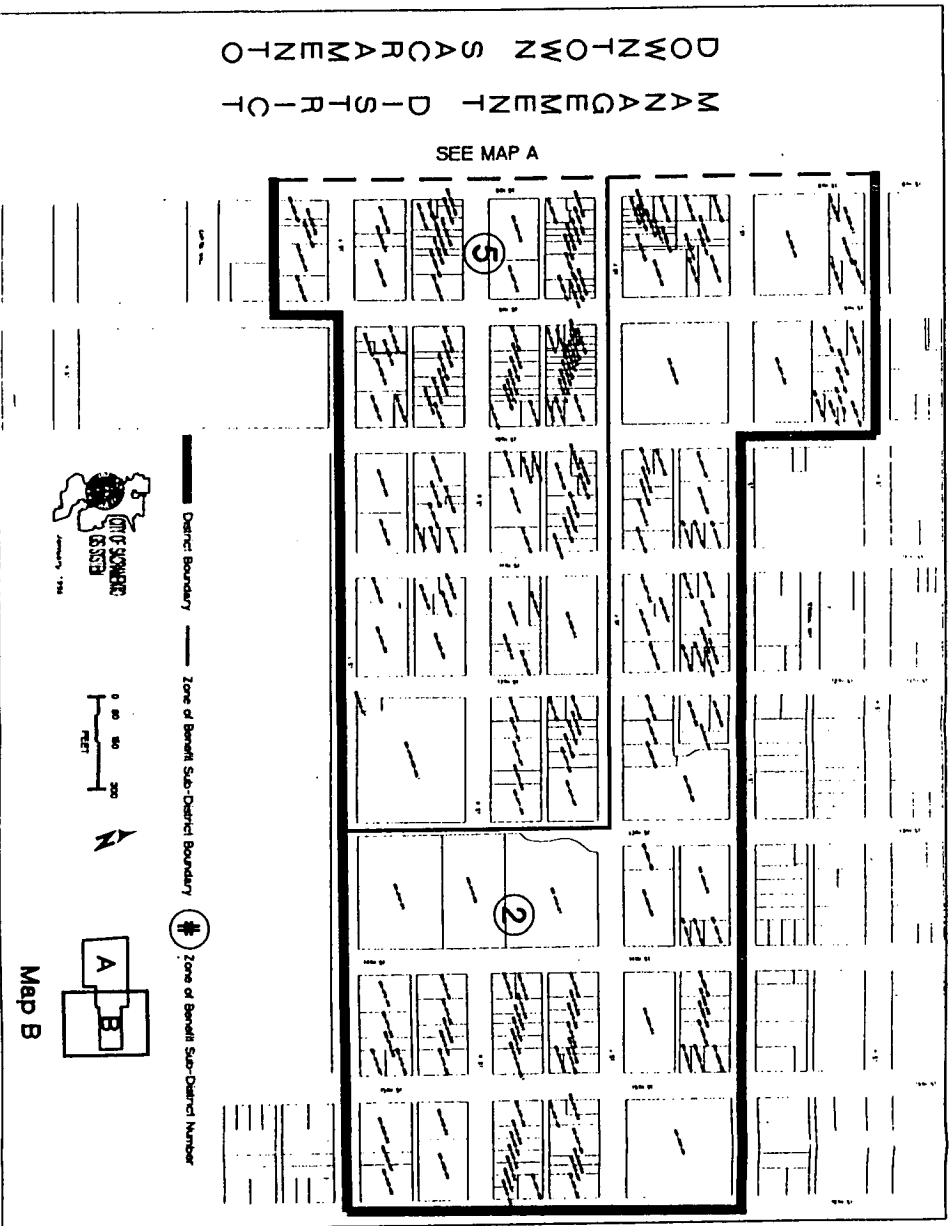
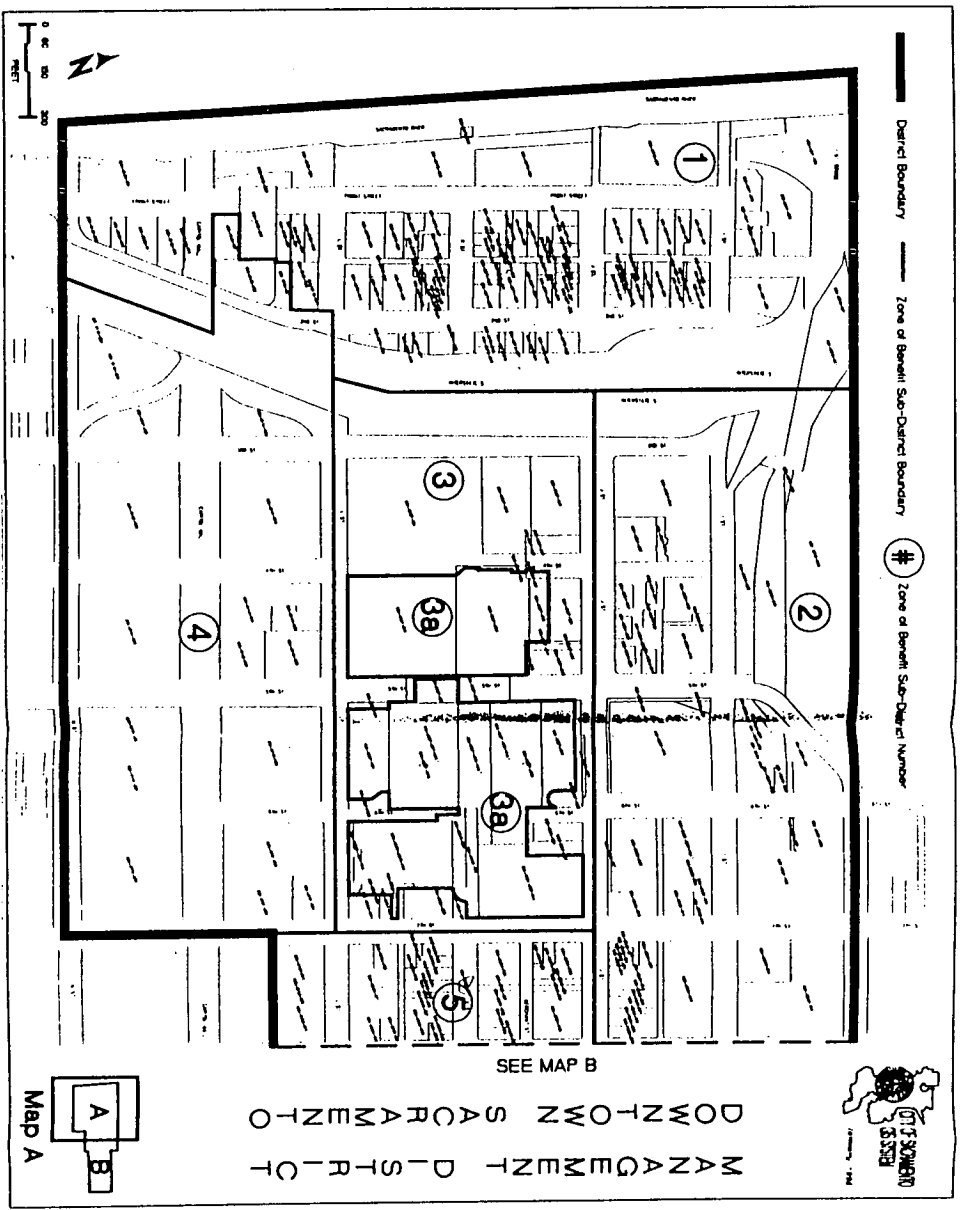
1.	Old Sacramento	\$ 0.083	+	\$ 0.042
2.	Civic Center	\$ 0.103	+	\$ 0.052
3.	The Plaza (non-SC)	\$ 0.092	+	\$ 0.046
3A.	Downtown Plaza (SC)	\$ 0.032	+	\$ 0.016
4.	Capitol Mall	\$ 0.032	+	\$ 0.016
5.	K Street Corridor	\$ 0.121	+	\$ 0.060

The assessments are estimates and may be revised if parcel lot and building square foot information is changed. In future years, assessments may change if either lot or building square footage and/or service levels change.

**E. CITY CONTRIBUTION**

A significant number of properties owned by the City of Sacramento are located within the boundaries of the proposed Management District. In recognition of the benefits to be received by City-owned properties and to support the unified management district concept, the City and Sacramento Housing and Redevelopment Agency has agreed to provide an annual contribution to the District, see *Appendix 3 & 4*.

# APPENDIX



**Appendix 2 - Exhibit 1  
Downtown Sacramento Management District  
1999 Summary of Estimated Cost per Service**

	Security	Maintenance	Marketing	Total
<b>Estimated Budget Amount</b>	<b>\$482,899</b>	<b>\$321,933</b>	<b>\$268,277</b>	<b>\$1,073,109</b>
Percent of Budget	45.00%	30.00%	25.00%	100%
Plus Administration	\$78,611	\$52,408	\$43,673	\$174,692
<b>Total Estimated Budget</b>	<b>\$561,510</b>	<b>\$374,340</b>	<b>\$311,950</b>	<b>\$1,247,801</b>
Less City Allocated Budget	\$121,965	\$81,310	\$67,759	\$271,034
<b>Total Privately Allocated Budget</b>	<b>\$439,545</b>	<b>\$293,030</b>	<b>\$244,192</b>	<b>\$976,766</b>
<b>After Old Sacramento Economic Benefit Adjustment</b>				
Total City Contribution	\$125,305	\$83,537	\$69,614	\$278,455
Total Estimated Private Assessments	\$436,205	\$290,804	\$242,336	\$969,345
<b>Total Estimated Management District Funding</b>	<b>\$561,510</b>	<b>\$374,340</b>	<b>\$311,950</b>	<b>\$1,247,801</b>

**Appendix 2 - Exhibit 2**  
**Downtown Sacramento Management District**  
**Security Cost per Sub-District**

	Sub-District	Lot Sq. Ft.	Building Sq. Ft.	Distribution	Perimeter Benefit	Direct Benefit	Total Share	Estimated Security Assessment		Lot	Bldg	Total
		<i>Private Parcels Only</i>			25%	75%		<i>per lot s.f.</i>	<i>per building s.f.</i>			
Old Sacramento	1	280,352	597,144	1.5	\$5,627	\$61,811	\$67,438	\$0.12	\$0.06	\$32,658	\$34,780	\$67,438
Civic Center	2	1,222,602	3,526,197	2.5	\$29,018	\$103,018	\$132,036	\$0.04	\$0.02	\$54,067	\$77,969	\$132,036
Plaza	3	160,852	561,116	0.5	\$4,290	\$20,604	\$24,894	\$0.06	\$0.03	\$9,071	\$15,822	\$24,894
DP Shopping Center	3a	692,566	1,290,830	0.0	\$13,004	\$0	\$13,004	\$0.01	\$0.00	\$6,731	\$6,273	\$13,004
Capitol Mall	4	615,001	3,042,166	0.0	\$20,761	\$0	\$20,761	\$0.01	\$0.00	\$5,977	\$14,783	\$20,761
K Street Corridor	5	1,247,994	5,156,411	3.5	\$37,187	\$144,226	\$181,413	\$0.05	\$0.02	\$59,171	\$122,241	\$181,413
<b>Total</b>		4,219,367	14,173,864	8.0	\$109,886	\$329,659	\$439,545			\$167,676	\$271,869	\$439,545

**Appendix 2 - Exhibit 3A**  
**Downtown Sacramento Management District**  
**Maintenance Cost per Sub-District**

	Sub-District	Lot Sq. Ft.	Building Sq. Ft.	Share of Cost			Total Cost	Estimated Maintenance Assessment		Lot	Bldg	Total
				Sidewalks	Alleys	Sweep		per lot s.f.	per building s.f.			
		<i>Private Parcels Only</i>										
Old Sacramento	1	280,352	597,144	\$0	\$0	\$0	\$0	\$0.00	\$0.00	\$0	\$0	\$0
Civic Center	2	1,222,602	3,526,197	\$30,121	\$26,135	\$46,986	\$103,242	\$0.03	\$0.02	\$42,276	\$60,966	\$103,242
Plaza	3	160,852	561,116	\$1,964	\$0	\$3,031	\$4,996	\$0.01	\$0.01	\$1,820	\$3,175	\$4,996
DP Shopping Center	3a	692,566	1,290,830	\$0	\$0	\$0	\$0	\$0.00	\$0.00	\$0	\$0	\$0
Capitol Mall	4	615,001	3,042,166	\$0	\$0	\$0	\$0	\$0.00	\$0.00	\$0	\$0	\$0
K Street Corridor	5	1,247,994	5,156,411	\$85,126	\$61,774	\$37,892	\$184,792	\$0.05	\$0.02	\$60,274	\$124,518	\$184,792
<b>Total</b>		4,219,367	14,173,864	\$117,212	\$87,909	\$87,909	\$293,030			\$104,370	\$188,659	\$293,030

**Appendix 2 - Exhibit 3B**  
**Downtown Sacramento Management District**  
**Maintenance Cost per Sub-District - Allocation Detail**

	Sub-District	Frequency			Area			Share of Cost			Share of Cost		
		Sidewalks	Alleys	Sweep	Sidewalks	Alleys	Sweep (1)	Sidewalks	Alleys	Sweep (1)	Sidewalks	Alleys	Sweep
					<i>Block Sides</i>	<i>Alleys</i>	<i>Block Sides</i>						
Old Sacramento	1	0	0	0	0	0	0	0	0	0	0%	0%	0%
Civic Center	2	1	2	1	92	11	62	92	22	62	26%	30%	53%
Plaza	3	1	0	1	6	2	4	6	0	4	2%	0%	3%
DP Shopping Center	3a	0	0	0	0	0	0	0	0	0	0%	0%	0%
Capitol Mall	4	0	0	0	0	0	0	0	0	0	0%	0%	0%
K Street Corridor	5	5	4	1	52	13	50	260	52	50	73%	70%	43%
<b>Total</b>		<b>7</b>	<b>6</b>	<b>3</b>	<b>150</b>	<b>26</b>	<b>116</b>	<b>358</b>	<b>74</b>	<b>116</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

(1) Excludes City-owned property where City currently provides service.

"maint detail"

**Appendix 2 - Exhibit 4**  
**Downtown Sacramento Management District**  
**Revitalization & Marketing Cost per Sub-District**

	Sub-District	Lot Sq. Ft.	Building Sq. Ft.	Assessed Sq. Ft.	Percent Share	Total Share	Estimated Revitalization Assessment		Lot	Bldg	Total
							<i>per lot s.f.</i>	<i>per building s.f.</i>			
		<i>Private Parcels Only</i>									
Old Sacramento	1	280,352	597,144	578,924	5%	\$12,504	\$0.02	\$0.01	\$6,055	\$6,449	\$12,504
Civic Center	2	1,222,602	3,526,197	2,985,701	26%	\$64,485	\$0.02	\$0.01	\$26,406	\$38,079	\$64,485
Plaza	3	160,852	561,116	441,410	4%	\$9,533	\$0.02	\$0.01	\$3,474	\$6,059	\$9,533
DP Shopping Center	3a	692,566	1,290,830	1,337,981	12%	\$28,897	\$0.02	\$0.01	\$14,958	\$13,940	\$28,897
Capitol Mall	4	615,001	3,042,166	2,136,084	19%	\$46,135	\$0.02	\$0.01	\$13,283	\$32,852	\$46,135
K Street Corridor	5	1,247,994	5,156,411	3,826,200	34%	\$82,638	\$0.02	\$0.01	\$26,954	\$55,684	\$82,638
<b>Total</b>		<b>4,219,367</b>	<b>14,173,864</b>	<b>11,306,299</b>	<b>100%</b>	<b>\$244,192</b>			<b>\$91,129</b>	<b>\$153,062</b>	<b>\$244,192</b>

**Appendix 2 - Exhibit 5**  
**Downtown Sacramento Management District**  
**Summary of Service Cost Allocation & Total Estimated Assessments**

	Sub-District	Lot Sq. Ft.	Building Sq. Ft.	Service Cost Allocation				Total Cost	Economic Adjustment	Total Funding	Total Estimated Assessment	
				Security	Maintenance	Revitalization	Total				per lot s.f.	per building s.f.
SHRA/City of Sacramento		<i>Private Parcels Only</i>						\$271,034	\$7,421	\$278,455		
				<i>Per Lot Sq. Ft.</i>								
Old Sacramento	1	280,352	597,144	\$0.12	\$0.00	\$0.02	\$0.14	\$79,941	(\$31,976)	\$47,965	\$0.0829	\$0.0414
Civic Center	2	1,222,602	3,526,197	\$0.04	\$0.03	\$0.02	\$0.10	\$299,764	\$8,208	\$307,971	\$0.1031	\$0.0516
Plaza	3	160,852	561,116	\$0.06	\$0.01	\$0.02	\$0.09	\$39,423	\$1,079	\$40,502	\$0.0918	\$0.0459
DP Shopping Center	3a	692,566	1,290,830	\$0.01	\$0.00	\$0.02	\$0.03	\$41,901	\$1,147	\$43,049	\$0.0322	\$0.0161
Capitol Mall	4	615,001	3,042,166	\$0.01	\$0.00	\$0.02	\$0.03	\$66,895	\$1,832	\$68,727	\$0.0322	\$0.0161
K Street Corridor	5	1,247,994	5,156,411	\$0.05	\$0.05	\$0.02	\$0.12	\$448,842	\$12,289	\$461,131	\$0.1205	\$0.0603
<b>Total</b>		4,219,367	14,173,864					\$1,247,801	\$0	\$1,247,801		

**AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND THE  
DOWNTOWN SACRAMENTO PARTNERSHIP, INC RELATIVE TO THE  
DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT**

This Agreement is entered into this 13<sup>th</sup> day of June, 1995, by and between the CITY OF SACRAMENTO, a municipal corporation (herein "City"), and THE DOWNTOWN SACRAMENTO PARTNERSHIP, INC, a California non-profit corporation (herein "DPI")

**RECITALS**

- A. The California State Legislature has enacted the Property and Business Improvement District Law, Chapter 894, Statutes of 1994, Streets and Highways Code Sections 36600, et seq., effective January 1, 1995 (herein the "Law").
- B. The Sacramento City Council, on December 13, 1994, by its Ordinance No. 94-051, adopted new City Code Section 75.02, which authorizes the City to utilize the provisions of the Law, and to enact provisions different than, supplemental to, or in addition to the Law.
- C. On January 26, 1995, DPI prepared and released the Downtown Sacramento Management District Plan which proposed the establishment of a Property and Business Improvement District for the purpose of providing District Improvements in downtown Sacramento.
- D. On April 11, 1995, DPI submitted a petition to the City signed by property owners who would pay more than fifty percent (50%) of the proposed assessments and requested that the City initiate proceedings to establish the district.

- E. On April 18, 1995, the City Council adopted a Resolution of Intention to form a Property and Business Improvement District and authorized the City Manager to select an Advisory Committee for the District.
- F. On \_\_\_\_\_, 1995, the City Council established the Downtown Sacramento Management District (herein the "District") pursuant to Section 75.02 of the City Code and the Law. A map of the District is attached hereto as Exhibit "A".
- G. DPI represents a large number of property owners within the District, was instrumental in the establishment of the District, and has the capacity to manage the District Improvements to be provided by the District.
- H. City and DPI desire to enter into this Agreement to set forth the roles and responsibilities of each party with respect to providing the District Improvements and administering the District.

## AGREEMENT

### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Definitions.** Certain terms are defined in the heading and recitals to this Agreement. In addition to those definitions, as used in this Agreement, the following definitions shall apply:
  - (a) **District Plan.** The document entitled "Downtown Sacramento Management Plan" dated February 1995, which was adopted by City Council on April 18, 1995, (Resolution # 95-187) and is hereby incorporated into this Agreement by reference.
  - (b) **District Improvements.** The improvements (or services) to be provided by the District include sidewalk and alley cleaning, graffiti and litter removal, uniformed guide patrols and revitalization including marketing and business

recruitment and District administration as more particularly described in the District Plan.

(c) **Subdistrict.** An area of land within the District boundary designated to receive a specific level of District Improvement. The six (6) Subdistricts comprising the District are identified on Exhibit "A" attached hereto.

2. **DPI OBLIGATIONS** DPI's obligations under this Agreement shall be as follows:

A. **Provide District Improvements.** DPI shall provide, manage, and administer all District Improvements during the following time periods:

Year 1	January 1, 1996 through December 31, 1996
Year 2	January 1, 1997 through December 31, 1997
Year 3	January 1, 1998 through December 31, 1998
Year 4	January 1, 1999 through December 31, 1999
Year 5	January 1, 2000 through December 31, 2000

DPI shall provide, manage and administer the District Improvements in the manner and to the quality described in the District Plan.

B. **Budget Reports.** DPI shall submit to the City, for review, comment and approval, a report describing the District Improvements for each Subdistrict and proposed budget for each year of operation. Said report shall be submitted on or before March 1, 1995 for Year 1, March 1, 1996 for Year 2, March 1, 1997 for Year 3, March 1, 1998 for Year 4 and March 1, 1999 for Year 5. The District Improvements and budget contained in the District Plan shall be considered the approved Budget Report for Year 1. The Budget Reports for years 2-5 shall declare the budget surplus (or deficit ) for the prior year.

C. Subcontracts. DPI shall let and administer all subcontracts necessary for providing the District Improvements. In all subcontracting, DPI shall follow competitive bidding procedures unless DPI has documented that it is necessary or desirable to award a subcontract on a negotiated basis, in order, to assure the provisions of adequate improvements at the most advantageous cost. DPI shall provide a copy of all subcontracts for District Improvements to the City for review and approval with respect to compliance with Paragraph 2H of this Agreement.

D. MBE/WBE Goals. By entering into this Agreement, DPI agrees to comply with or make a good faith effort toward achieving the City of Sacramento's Minority and Women Business Enterprise Program. Requirements as set forth in Resolution 93-619. Program compliance shall apply to all subcontracts issued by DPI.

E. Affirmative Action Requirements. During the performance of this Agreement, DPI agrees to comply with the City of Sacramento's Affirmative Action Requirements as set forth in Resolution 94-103.

F. Work in Public Right-of-Way. DPI shall comply with all federal state, and local laws and shall secure all necessary permits and authorizations pertaining to work within public right-of-ways including but not limited to sidewalks, alleys, streets, pedestrian malls, public easements, public buildings and public parking areas.

G. Maintain Data Base. DPI shall maintain a complete Data Base of all parcel and building square footages of assessed properties within the District. Said Data Base shall be updated at least once each year during District operations to reflect changed conditions and to accurately reflect status of assessed parcels. DPI shall provide a copy of the Data Base with the submittal of the Budget Reports described in paragraph 2B above.

H. Indemnity and Hold Harmless. DPI shall assume the defense of and indemnify and save harmless, the City, its officers, employees, and agents, and each and

every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected or put by reason of, or resulting from, directly or indirectly, the performance of the District Improvements by DPI and/or its subcontractors and any claims arising out of or relating to this Agreement or subcontracts issued by DPI, and any claims relating to the validity of this Agreement, whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by City.

i. **Insurance Requirements.** During the term of this Agreement, DPI shall maintain in full force and effect the following insurance coverage:

<u>Coverage</u>	<u>Required</u>	<u>Not Required</u>
Broad Form Comprehensive Liability	<u>  X  </u>	<u>      </u>
Business Auto Liability	<u>  X  </u>	<u>      </u>
Workers' Comp. & Employers' Liability	<u>  X  </u>	<u>      </u>
Professional Liability (Errors and Omissions)	<u>      </u>	<u>  X  </u>

i. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- a. Insurance Services Office form number GL 0404 (Broad Form Comprehensive General Liability);
- b. Insurance Services Office form number CA 0001 (Ed. 1/78) (Automobile Liability, code 1 "any auto");
- c. Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability insurance.
- d. Professional Liability (Errors and Omissions) insurance loss due to error, omission or malpractice.

ii **Minimum Limits of Insurance** DPI shall maintain limits no less than:

- a. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury, and property damage.
- c. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- d. Professional Liability (Errors and Omissions): N/A.

iii Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions must be declared to and approved by the City.

iv. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages

The City, its officials, officers, employees and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of DPI/or its subcontractors; products and completed operations of DPI or its subcontractors; premises owned, leased or used by DPI and/or its subcontractors; or automobiles owned, leased, hired or borrowed by the DPI and/or subcontractors. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or agents.

DPI's insurance coverage shall be primary insurance as respects the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be excess of DPI's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or agents.

Coverage shall state that DPI's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The policies shall, where appropriate, specify that coverage is at least coextensive with the indemnification provisions of this Agreement.

b. Worker's Compensation and Employers' Liability Coverages:

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and agents for losses arising from work performed by DPI. This requirement may, however, be waived in individual cases at the discretion of the City.

c. All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

v. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverage only, provided however, that in no event will a carrier with a rating below B:IX be acceptable.

vi. Certificate of Insurance

DPI shall have City's standard Certificate of Insurance completed and filed

with the City's Division of Risk Management within fifteen (15) days of the execution of this Agreement. Said policies shall provide that no cancellation, major change in coverage, or expiration may be effected by the insurance company of the insured during the term of this agreement, without first giving to City thirty (30) calendar days written notice prior to the effective date of such cancellation or change in coverage.

vii. Worker's Compensation Certificate

DPI shall sign and file with the City's Division of Risk Management of the City of Sacramento the following certification within fifteen (15) days of the execution of this Agreement.

We are aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with provisions of the Code, and we will comply with such provisions before commencing any activities pursuant to Agreement.

J. Subcontractor Insurance Requirements DPI's insurance shall provide full coverage for each and every subcontractor employed by DPI or DPI shall require each subcontractor not covered by DPI's insurance to provide its own insurance as specified in Section 3G of this Agreement.

K. Failure to Maintain Insurance If, at any time during the performance of this Agreement, DPI or its subcontractors fail to maintain any item of the required insurance in full force and effect, DPI shall immediately discontinue all work under this Agreement and City may withhold payments to DPI as specified in Section 3C of this Agreement, until notice is received by City that such insurance has been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the City's Division of Risk Management.

Any failure to maintain any item of the required insurance will be sufficient cause for termination of this Agreement.

L. Independent Contractor Status. DPI shall perform its obligations under this Agreement as an independent contractor and be responsible for any federal, state, and local taxes and fees applicable to payments made to DPI hereunder. DPI employees and subcontractors will not be City employees and shall not be eligible for any benefits provided through the City including without limitation social security, health, workers' compensation, unemployment compensation, or retirement benefits.

M. DPI Not Agent of City. Neither DPI nor any of DPI's employees, agents, representatives or subcontractors are or shall be considered to be agents of the City in connection with the performance of DPI's obligations under this Agreement or for any other purpose.

N. Records/Audit. DPI shall maintain detailed records pertaining to District administration including but not limited to budgeting, expenditures, subcontracts, insurance records, permits, administrative expenses and overhead and shall make all such records available to the City at all reasonable times. If requested by City, DPI shall at its expense, obtain and provide to the City an independent financial audit of DPI's use of District funds for any or all years of the District's operation.

3. CITY OBLIGATIONS. The City's obligations under this Agreement shall be as follows:

A. District Administration. The City shall provide administration of the annual District proceedings including preparation of the assessment spread, assessment roll, annual City Council reports, noticing to property owners and any changes to the District organization or cost spread formulas.

- B. Billing and Collecting. The City will coordinate the annual levy and collecting of all assessments for the District with the County of Sacramento.
- C. Payments to DPI. The annual District Assessments will be collected with the regular County property taxes. Based upon the annual levy approved by City Council, the City will pay DPI actual revenue received from the County of Sacramento, less City administrative and, reasonable and necessary expenses, including consultant expenses. Revenues will be paid to DPI in approximately one twelfth (1/12) increments at the end of each month of District operation. The amount of any assessments not received by the City will be reported to DPI for inclusion in the following year budget.
- D. Annual City Contribution. In addition to the payments specified in paragraph C above, the City will make an annual contribution to the District. The City's contribution will be an aggregate sum based on the number, size and location of City owned properties within the District and the annual assessment rates approved by City Council each year. The City's contribution for the first year of operation is estimated to be \$214,400. City contributions for years 2-5 shall be determined by the City. The City contribution will be paid to DPI on or prior to February 1st of each year of District operation.
- E. Other Contributions. Other public agencies including, but not limited to the Sacramento Housing and Redevelopment Agency, the County of Sacramento, State of California, or the Federal Government may make annual contributions to DPI based on properties those agencies own within the District. All such contributions shall be reported by DPI in the Annual Budget Report for each year of contribution.

#### 4. GENERAL PROVISIONS

- A. General Fund Not Liable. With the exception of paragraph 3D above, neither the General fund nor any other fund or monies of the City except the actual District revenues, shall be liable for payment of any obligations arising from this Agreement.

Said obligations are not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon its income, receipts, or revenues. This Agreement embodies all of the DPI's reimbursement rights and no further note or other document shall be required to be executed by the City.

**B. Notices.** Any notice, tender, delivery, or other communications pursuant to the Agreement shall be in writing and shall be deemed to be properly given when delivered or mailed in the manner provided in this paragraph to the following persons:

- i. If to City:  
CITY MANAGER  
City of Sacramento  
915 "I" Street  
Sacramento, CA 95814
- ii If to DPI:  
Downtown Sacramento Partnership, Inc.  
David Taylor, Chairman  
900 "J" Street, 2nd Floor  
Sacramento, CA 95814

Any party may change that party's address for these purposes by giving written notice of the change to the other parties in the manner provided in this section. If sent by mail, any notice, delivery, or other communication shall be effective or deemed to have been given 48 hours after it has been deposited in the United States mail, with postage prepaid, and addressed as set forth above.

**C. Term and Termination.** The term of this Agreement shall be from the date of execution first noted through December 31, 2000. DPI and the Advisory Committee may recommend to the City Council an extension of the termination date in order to allow DPI expenditure of remaining District funds for District Improvements in the event all District funds are not received and spent by December 31, 2000. Said extension if any, shall be at the sole discretion of the City Council.

Either the City or DPI jointly may terminate this Agreement effective 30 days following delivery to the other party of 30-days written notice of termination.

Following termination, DPI as expeditiously as is reasonably possible shall terminate all activities of the District, pay all obligations and costs of administration incurred on behalf of the District, and return all remaining District funds to the City. Thereafter, the City shall return all remaining District funds to the owners of assessed properties in amounts proportionate to the amounts of assessments they paid for the District.

D. **Attorneys Fees.** If the services of any attorney are required by either party to secure the performance of this Agreement, or otherwise upon the breach of the default of either party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and other expenses, in addition to any other relief to which such party may be entitled.

E. **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

F. **Waiver.** The waiver by any party to this agreement of breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

G. **Entire Agreement.** This document, including all Exhibits, contains the entire Agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement.


H. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to

the greatest extent permitted by law.

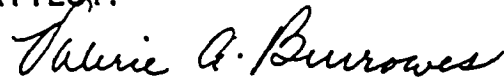
I. Counterpart. This agreement may be executed in counterparts, if required.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on this date first set forth above.

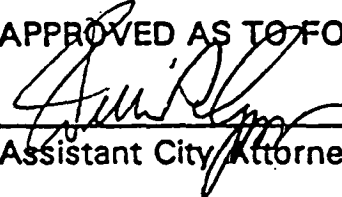
CITY OF SACRAMENTO, a Municipal Corporation

By:   
William H. Edgar  
City Manager

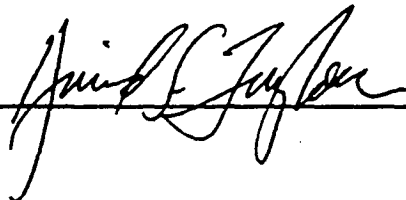
ATTEST:

  
Valerie A. Burrows  
City Clerk

APPROVED AS TO FORM:

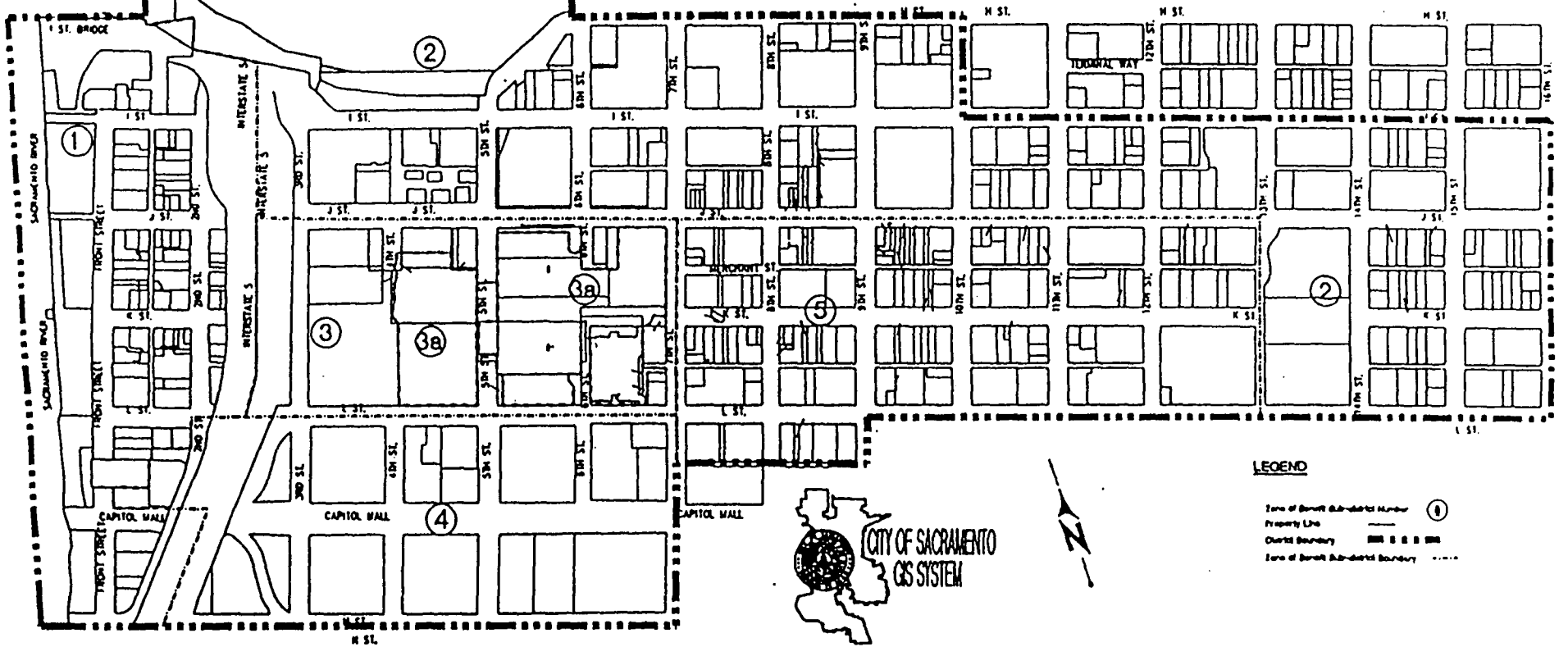
  
Assistant City Attorney

DOWNTOWN PARTNERSHIP, INC,  
A California Non-Profit Corporation

By: 

# DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT

NOTE: For exact detail of this area see County Assessor Map Book 008, Parcel 000-000-000



**LEGEND**

- Zone of Benefit Sub-district Number ①
- Property Line ———
- District Boundary ———
- Zone of Benefit Sub-district Boundary - - - - -

EXHIBIT A

**RESOLUTION NO. 95-335**

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF JUN 13 1995

**RESOLUTION APPROVING AGREEMENT BETWEEN  
THE CITY AND DOWNTOWN SACRAMENTO PARTNERSHIP**

**DOWNTOWN SACRAMENTO MANAGEMENT DISTRICT  
NO. 95-04**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO, AS  
FOLLOWS:

1. The agreement between the Downtown Sacramento Partnership, Inc., and the City on file with the City Clerk is approved.

CERTIFIED AS TRUE COPY  
of Resolution No. 95-335

JUN 16 1995  
DATE CERTIFIED  
Valerie P. Burrowes  
CITY CLERK

JOE SERNA, JR.

\_\_\_\_\_  
Mayor

ATTEST:

VALERIE BURROWES

\_\_\_\_\_  
City Clerk

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 95-335

DATE ADOPTED: JUN 13 1995

**CONTRACT FOR SERVICES**  
*[Independent Contractor, Non-Construction]*

As of March 19, 1996, in consideration of their mutual covenants, the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO "Agency" and the DOWNTOWN SACRAMENTO PARTNERSHIP INC. ("Contractor") agree as follows:

Part I: Essential Terms

1. Contract Contents. This contract ("Contract") consists of two parts and the attachments specified in this Section 1. The first part of this Contract is "Part I. Essential Terms" ("Part I") which contains the provisions specific to this Contract. The second part is "Part II. General Provisions" ("Part II") which contains the provisions common to all Agency service contracts. If this Contract includes special provisions or is subject to special conditions (such as conditions to use of federal funds), such special provisions and conditions are specified in an attachment. Changes to Part II for specific purposes are made solely by reference in Part I. Except for matters required by law, the provisions of Part I supersede any provisions of Part II with which they conflict.

The following described attachments to this Contract are incorporated in this Contract by this reference:

Attachment A - Scope of Work

2. Parties. The parties to this contract are the "Agency" named above, which is a public body, corporate and politic, whose address is 630 I Street, Sacramento, California 95814, and the "Contractor" named above which is a nonprofit public benefit corporation whose address is 900 J Street, Suite 200, Sacramento, CA, 95814. Contractor's President/CEO is Thomas H. Carroll.

3. Scope of Work. Contractor must perform the services and take all the actions described in the following "Scope of Work". Unless expressly stated otherwise, all actions described in the Scope of Work shall be considered a mandatory requirement of the party to perform them, and all stated deadlines are mandatory.

4. Time of Performance. The "Starting Date" is the date to begin the work of this Contract, and the "Completion Date" is the date for completion of all obligations of the parties under this Contract. The Contractor shall perform the services and take the actions at the times specified in the Scope of Work. The Contract Term shall begin on the Starting Date and shall end at 5:00 p.m. on the Completion Date or upon completion of all services, whichever shall first occur. Certain of the Contract requirements, as expressly stated in this Contract, shall survive the completion or termination of the Contract. THIS CONTRACT CANNOT BE AMENDED OR EXTENDED BY AGREEMENT MADE AFTER THE COMPLETION DATE.

- a. Starting Date. The Starting Date is February 21, 1996.
- b. Completion Date. The Completion Date is December 31, 1996. For work done prior to the Completion Date, the Contract Term shall be extended, solely for purposes of billing and payment, by the time allocated in Section 7 for billing and payment.
5. Compensation, Reimbursement and Method of Payment. Notwithstanding any other provision of this Contract, the parties agree that the total compensation and reimbursement for all services and expenses required during the term of this Contract shall not exceed the "Contract Price".

a. Contract Price. The Contract Price is SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00).

b. Frequency of Payment. Subject to Contractor's fulfillment of the billing conditions described in Part II, Agency shall make payments under this Contract as requested, but not more often than the times specified in the following schedule: Three payments - February 23 - \$35,000.00, June 3 - \$20,000.00, September 1 - \$20,000.00.

6. Insurance Coverage Requirements. Contractor must provide the insurance required in Part II in the following coverages:

a. Comprehensive General Liability. Comprehensive General Liability coverage of not less than [One Million Dollars] (\$1,000,000) and a deductible of not more than [Twenty-five Thousand Dollars] (\$25,000).

b. Automobile. Automobile liability coverage of not less than [Three Hundred Thousand Dollars] (\$300,000) and a deductible of not more than [Five Thousand Dollars] (\$5,000).

#### Part II: General Provisions

7. Billing Procedures and Conditions. Agency must make the payments due under this Contract, as provided in Part I, subject to the following provisions.

a. Time for Payment. Agency must pay the Contract Price to Contractor for performance of Contractor's obligations under this Agreement. Agency must make such payments within thirty (30) days following delivery by Contractor to Agency of invoices stating the amount then due and specifying the services performed for which payment is due. Such payment must be made no more frequently than specified as the Time for Payment. No Contractor expenses may

be paid as separate items of cost except as specifically provided in the Scope of Work, and then not to exceed the amounts provided. In any event, all payments for services and expenses must not exceed the Contract Price.

Contractor may make requests for payment after the Completion Date, and Agency's obligation to make payments due under this Contract shall continue after expiration of the Contract term.

b. Billing Statements. As a condition for payment, Contractor shall submit billing statements, in duplicate. Such statements shall be submitted not less than ten (10) business days prior to the date for payment. Such statements shall specify the dates on which the work was performed; the nature of the work performed; the percentage of the total work performed; the name of the individual performing each element of the work; the respective hourly billing rates; and a list of all expenses for which reimbursement is sought.

Contractor must also provide a bill to Agency within ten (10) days following a written request received from Agency. Agency is entitled to similar requests at intervals of not less than thirty (30) days following the initial request.

c. Conditions of Payment. Agency shall not be obligated to make any payments under this Contract if Contractor is in material default of this Contract or if Contractor has requested payment for work not yet performed.

8. Liability Insurance Requirements. In accordance with the insurance requirements of Agency, Contractor must provide Agency with a certificate of insurance and a copy of each required insurance policy.

a. Type and Coverage. At all times during the life of this Contract, Contractor must obtain and maintain the following types and amounts of insurance:

i. Comprehensive General Liability. A policy of comprehensive general liability insurance which shall include, without limitation, coverage for contractual liability, public liability and property damage, written for not less than the single limit liability coverage stated in Part I.

ii. Automobile Liability. If motor vehicles are used in performing services in connection with this Contract, a policy of automobile liability insurance written for not less than the liability coverage stated in Part I.

iii. Workers Compensation. A workers compensation policy which covers all employees of Contractor and each and every subcontractor and which is written in accordance with California law.

b. Agency as Additional Insured. All of the insurance policies, except the workers compensation policy, shall name Agency, its officers, directors, commissioners, agents, consultants and employees, as additional insureds.

c. Insurance Provider. All required insurance policies shall be purchased from a company or companies admitted to do business in California and having a Best's rating of at least A-VII, or a rating of such other rating service as Agency, in its sole discretion, shall require.

d. Certificates of Insurance; 30-Day Cancellation. Not less than ten (10) days prior to commencement of the work of the contract, Contractor must file with Agency certificates of insurance in form and content acceptable to Agency. Such certificates and the underlying policies shall each contain a provision stating that coverages afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to Agency at the following address:

SACRAMENTO HOUSING & REDEVELOPMENT AGENCY  
320 Commerce Circle - Purchasing Office (10-PS)  
Sacramento, California 95815

e. Failure to Maintain Insurance. Failure to maintain any or all of the required insurance shall be deemed a material breach of the Contract. Agency shall, nevertheless, have the right, without obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Contractor must immediately reimburse Agency for any and all costs incurred by Agency in obtaining or maintaining such insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to Contractor under the Contract and to reduce the compensation payable to Contractor under the Contract by such amount.

9. Indemnification. Contractor shall indemnify, save harmless and defend the Housing Authority of the City of Sacramento, Housing Authority of the County of Sacramento, Redevelopment Agency of the City of Sacramento, Redevelopment Agency of the County of Sacramento, and the Sacramento Housing and Redevelopment Agency, their respective officers, directors, commissioners, agents, consultants and employees from liability, claims, demands, costs or attorney's fees for any injury or damages to persons or property resulting from Contractor's prosecution of work under the Contract whether caused, in whole or part, by an intentional act, negligent act or omission by Contractor.

Agency shall indemnify, and save harmless, Contractor, its officers, agents and employees from liability, claims, demands, costs or attorney's fees for any injury or damages to persons or property resulting from Agency's negligence or intentional misconduct related to this Contract.

10. No Waiver of Rights and Remedies. In no event shall the making by Agency of any payment to the Contractor be considered as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of the Contractor. Agency's making of any payment while any breach or default by Contractor exists shall in no way impair any right or remedy available to Agency related to such breach or default.

Agency's failure to object to any breach of covenant or default on the part of Contractor on any occasion shall not constitute a continuing waiver of subsequent breaches or defaults.

11. Employment of Other Professionals, Specialists and Experts. Contractor must not employ or incur any obligation to pay consultants, specialists, or experts for services performed as a result of this Contract without the prior written approval of Agency. Agency's written approval shall not create any obligation of the Agency with regard to any such third party. Contractor must not employ, hire or contract with any third party as agent of the Agency or otherwise on behalf of Agency

12. Termination of Contract for Cause. If either party fails to fulfill its obligations under this Contract in a timely and proper manner or violates any of the covenants, agreements, or stipulations of this Contract, and if such failure or violation is material and substantial, the other party shall have the right to terminate this Contract by giving written notice of such termination to the defaulting party. Such notice must specify an effective date which is at least five (5) days after delivery of such notice to the defaulting party.

a. Contractor Default. In event of default by Contractor and termination by Agency, all finished or unfinished documents, electronic media, data, studies and reports prepared by Contractor under this Contract shall, at the option of Agency, become property of the Agency, and Contractor shall be entitled to receive just and equitable compensation for such work which is completed and which is satisfactory to Agency.

Notwithstanding the above, Contractor shall not be relieved of liability to Agency for damages, and Agency may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due Agency from Contractor is determined.

b. Agency Default. In the event of such default by Agency and termination by Contractor, Agency must pay to Contractor an amount which bears the same ratio to the total compensation under this Contract as the services actually performed by Contractor bear to the total services of Contractor covered by this Contract, less payments of compensation previously made. (By way of example if the work is eighty percent complete, Agency must pay eighty percent of the compensation less any amounts previously paid for the work.) In addition, Agency must reimburse

Contractor expenses which are reimbursable under this Contract upon presentation of billings and receipts required by this Contract for reimbursement.

If less than sixty percent (60%) of the services covered by this Contract have been performed as of the termination date, Agency must also pay Contractor for that portion of the actual out-of-pocket expenses incurred by Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

13. Termination for Convenience of Agency. Agency may terminate this Contract, at any time and without cause, by a notice in writing from Agency to Contractor. Upon such termination, Agency must pay Contractor the same amounts as Agency would have paid under Section 12.b as a termination for Agency default.

14. Changes. Agency may, from time to time, request changes in the scope of the services of Contractor to be performed under this Contract. Such changes, including any increase or decrease in the amount of Contractor's compensation, must be mutually agreed in writing by Agency and Contractor and be incorporated in this Contract as amendments.

15. Personnel, Facilities and Equipment. Contractor represents that he has, or will, secure at his own expense all personnel, facilities and equipment required in performing the services under this Contract. Such personnel must not be employees or have any contractual relationship with Agency.

All the services required under this Contract will be performed by Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

16. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of Agency. Contractor shall be as fully responsible to Agency for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Contractor must insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions, insurance and other relevant provisions of this contract.

17. Equal Employment Opportunity Requirements. During the performance of this Contract, Contractor agrees as follows:

a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Agency setting forth the provisions of this nondiscrimination clause.

b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

#### 18. Interests of Officials.

a. Member of Agency. No member of the governing body of Agency, and no other officer, employee or agent of Agency who exercises any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

b. Other Local Public Officials. No member of the governing body of the locality in which the project is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

c. Certain Federal Officials. If federal funds are expended by the Agency for this Contract, no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit arising from this Contract.

d. Contractor. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described project or any portion thereof or any other interest which would conflict in any manner or degree with the performance of his services under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

e. Conflicts of Interest Statement. If the Agency determines that Contractor is required, under the law, to submit a conflict of interest statement, Contractor shall, upon Agency request, complete such statement in form and content approved by the Agency. A completed conflict of interest statement shall be submitted with this Contract if indicated below by the Organization Director.

19. Monitoring and Reporting. Agency must monitor the adequacy of Contractor's performance in any manner which Agency deems most effective. Contractor must cooperate with Agency in such monitoring.

If requested by the Agency staff, in writing, Contractor must provide Agency with detailed reports outlining the most current status involving all Agency activities and projects being handled by Contractor. Such reports may be required no more often than monthly. Agency shall have the right to audit such reports, including the right to review all records of Contractor related to such reports.

20. Ownership of Professional and Technical Information Developed Under the Contract. All professional and technical information, in the form of original drawings, data, computations, specifications, report texts, estimates and any other material, data and information collected or developed in connection with the work under this Contract, and all original documents shall be forwarded to and become the sole property of Agency. Neither Contractor nor any of its associates or consultants shall have any rights or interest in such information, documents and material.

Contractor and its associates and consultants may retain such copies or reproductions, at their expense, of the original documents as necessary for their files, records and reference.

21. Compliance With Local Laws. Contractor must comply with all applicable laws, ordinances and codes of the state and local governments, and must commit no trespass on any public or private property in performing any of the work embraced by this Contract.

22. Assignability. Contractor must not assign or transfer any interest in this Contract without the prior written approval of Agency.

23. Agency Information and Data. Agency must furnish to Contractor any and all pertinent information which Agency may possess during the time of performance of Contractor's duties under this Contract.

24. Confidentiality. All information prepared or assembled by the Contractor under this Contract is confidential. Contractor must not make this information available to any individual or organization without the prior written approval of Agency. Contractor must

immediately forward to Agency all requests for information related to this Contract made by a third party to Contractor.

Contractor must not disclose or permit the disclosure of any confidential information of the Agency, except to its agents, employees and other consultants, approved by Agency, who need such confidential information for the proper performance of their duties related to this Contract or on behalf of the Agency.

25. Agency Not Obligated to Third Parties. Except as specified in writing in this Contract, Agency must not be obligated or liable under this Contract to any party other than the Contractor.

26. Contractor's Status. Contractor for all purposes under this Agreement must be an independent Contractor and must maintain any and all licenses required by law for the performance of Contractor's obligations under this Contract. Except as expressly stated in this Contract, Agency is prohibited from directing the methods of Contractor's work under this Contract or set regular working hours for Contractor or Contractor's employees.

27. Contract Construction. The existence, validity, construction and operation of this Contract, and all its representations and terms and conditions shall conform to the laws of the State of California, exclusive of its conflicts of law rules. Throughout this contract, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate.

28. Severability. If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the entire Contract will be severable and remain in effect.

29. Notices. Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, to the address of the other party as indicated in this Contract.

30. Entire Contract. This Contract contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Contract will be binding on the parties. No changes may be made to this Contract except in writing duly executed by the parties.

31. Venue. Unless otherwise agreed in writing by the parties, the venue for all actions related to this Contract is Sacramento County, California.

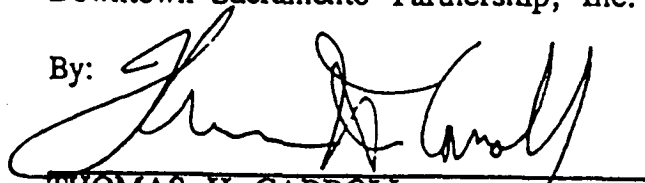
IN WITNESS WHEREOF, this Contract is executed in Sacramento, California as of the date first above written.

AGENCY:

Downtown Sacramento Partnership, Inc.

By:

By:



THOMAS V. LEE  
Acting Executive Director

THOMAS H. CARROLL  
President/CEO

Contractor's Tax ID No.:

Approved as to Form:

M. Holly Gibbnet  
Agency Counsel

Conflict of Interest Statement  is/  is not required.  
[Check appropriate box.]

E. M. Mundy  
Organization Director