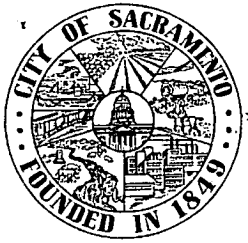


291



CITY OF SACRAMENTO  
CALIFORNIA

29-1

OFFICE OF THE  
CITY MANAGER

September 21, 1983

FILED  
By the City Council  
Office of the City Clerk  
cont to  
10-11-83  
SEP 28 1983

CITY HALL  
915 I STREET - 95814  
(916) 449-5704

AG 83056  
" 83057  
" 83058  
APPROVED  
BY THE CITY COUNCIL  
OCT 4 1983  
OFFICE OF THE  
CITY CLERK

City Council  
Sacramento, California

Honorable Members in Session:

SUBJECT: NEW FIRE STATION #2 (13th and I Streets)

SUMMARY

On May 31, 1983, the City Council approved the attached report and recommendations concerning the construction of a new fire station at 13th and I Streets. A Memorandum of Understanding setting forth the conceptual basis for the project was executed by the City and Gardemeyer Development Company. Documents implementing the Memorandum of Understanding are now complete and ready for Council approval.

BACKGROUND

The attached Memorandum of Understanding requires three related legal documents to implement its terms. The individual parts are listed and summarized below. The detailed complete drafts are available in the offices of the City Clerk and the City Council.

Development Agreement

This contract sets forth the activities of the parties with regard to the actual construction, ownership and financing of the project. Its key provisions are:

- City conveys the fee to developer.
- City contributes \$120,000 for foundation and excavation.
- Developer constructs fire station to City specifications.
- Developer constructs office space on floors 2, 3, and 4 approximating 54,000 square feet.
- Developer conveys back to City a block of air space which includes the surface of the ground, the fire station, and all easements necessary for utilities, entrance, exit, etc., to support the fire station; all at no additional cost.



11  
11  
11

11 11 11

11 11 11

11 11 11

11 11 11

- All conveyances, reconveyances to be simultaneously escrowed. Escrow opening at the time contracts are executed and closed at the time the certificate of occupancy is issued on the fire station.
- All usual clearances and permits to be obtained by developer (ARB, parking permit, building permit, etc.).
- City's entire contribution to the project not to exceed the land; the contribution to excavation and foundation; and a prorata share of site improvements, non-construction furnishings, and artwork to a maximum of \$164,000.
- Developer allowed to draw down the City cash contribution in two payments; one at the beginning of the project and one upon completion.
- City will allow use of Economic Development Bonds for financing the project and will aid in procurement of the bonds.
- City will lease the office portions of the building from the developer for the first five years following project completion.
- All appropriate protections and insurances are provided.

**Easement, Restriction, and Operating Agreement**

Since two ownerships will lie within the same structure, it is necessary to formalize the rights, duties and responsibilities of the two owners as each ownership might affect the other during the use of the property. The Easement, Restriction and Operating Agreement fills that need.

Key provisions include:

- Rights of the City and the developer to pass conduits through each other's parcels for ventilation, utilities, elevators, telephones, etc.
- Mutual support easements.
- Appropriate insurance requirements.
- Requirements that City and developer maintain their respective properties in good and safe condition and avoid harming either ownership.
- Control of alterations following construction so that neither owner damages the other's property.
- The ways and means by which reconstruction or disposition will be done in the event of partial or total destruction of the project.

**Project Lease**

This document states the terms and conditions of the City's occupancy of the portion of the building which it **does not own**, i.e. the office portion of the building (not the firehouse). The essential provisions call for:

- A lease term of 5 years following completion of the building and grounds.
- The lease price to be set by a formula which produces a rental rate based on actual construction cost and the interest rate on the Economic Development Bonds which the developer is required to pay. The use of the formula allows the developer to provide the space at the least cost to the City while protecting him from unforeseeable rises in interest rates. This allows the rental rate to float up to a maximum of \$1.10 per square foot per month which is below current market. The formula is structured to generate only enough income to the developer to cover out of pocket expenses. No profit is included. (See attached rental formula).
- Requires developer to construct the building in conformance with the Development Agreement.
- The City will occupy on a "Triple-Net" basis which calls for the City to pay for space only. The City will provide, and pay for, its own costs for maintenance and utilities.
- The City will have all rights to put in fixtures, signs and internal structures subject to reasonable review by the owner.
- The owner to procure and keep in force appropriate liability insurance for protection of the City and fire and extended coverage insurance on the property.
- Mutual protections in the events of defaults by either party.
- The City's rent payments to be reduced or suspended during any period that the building is unusable due to damage or destruction.

### Discussion

The utility of the City-leased space should also be considered. Building Inspections, Planning and Water and Sewer are now located in the Financial Building at 927-10th Street. Four public service functions are located on three separate floors. Commercial and residential building permits are issued at two separate counters on the first floor. Sewer permits are sold on the second floor, and all planning and zoning related applications and permits are handled at a counter on the third floor. This forces the public and City staff to travel between three floors. The new building would allow consolidation of these public service functions at a single counter and allow "one-step" processing.

The Financial Building presents other impediments to City operations. Building inspection and code enforcement staff are severely overcrowded with approximately 25 square feet of working area per person. Both units have a very noisy working environment. The elevator has been continually breaking down for 3½ months. The longest, continuous breakdown has lasted 44 working days with only erratic, intermittent service since then. Most recently, the elevator has been inoperative since September 8th.

The lack of a functional elevator has caused the post office, vendors, and others to refuse to make deliveries above the first floor. The second and third floors have become inaccessible to the handicapped. The poor elevator service seems likely to continue. The California State Elevator Inspector has stated that the breakdowns will continue in the absence of a complete new elevator system.



29-1

FINANCIAL DATA

This project would provide significant benefits to the City through a projected cost savings of \$526,000 on the construction of a new fire station.

RECOMMENDATION

It is recommended that the City Council approve and authorize execution by the City Manager:

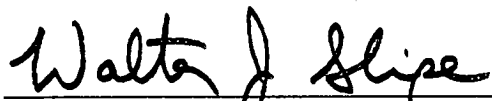
1. Development Agreement between the City of Sacramento and 13th and I Associates.
2. Easement, Restriction, and Operating Agreement between the City of Sacramento and 13th and I Associates.
3. Project Lease between the City of Sacramento and 13th and I Associates.

Respectfully submitted,



MAC MAILES  
Assistant City Manager  
for Community Development

Recommendation Approved:



WALTER J. SLIPE, City Manager

September 28, 1983  
District 1

29-1



CITY OF SACRAMENTO  
CALIFORNIA

OFFICE OF THE  
CITY MANAGER

May 24, 1983

CITY HALL  
915 I STREET - 95814  
(916) 449-5704

City Council  
Sacramento, California

Honorable Members in Session

**SUBJECT: NEW FIRE STATION #2 (13th & I Streets)**

SUMMARY

This project has been pending for about three years. The conceptual basis for the project is a more efficient use of land and air space through joint development of a fire station and office building combination. Savings of \$526,000 to \$643,000 on the construction plus a probable annual income stream to the City General Fund are projected through multiple use of the land and joint public-private use of the facility. This report recommends approval of the project, a Memorandum of Understanding, and preparation of implementing actions and documents.

BACKGROUND

During the spring and summer of 1980, the City published a Request for Proposal calling for joint use of the site on the northwest corner of 13th and I Streets. The general specifications called for:

- City to convey land free of charge to a developer.
- City to contribute to special requirements for foundations, excavation and artwork.
- Developer to build on the site in any way he chose consistent with zoning and other governmental requirements.
- Developer to include a first floor fire station in the project which would be conveyed back to the City without charge.

No proposals were submitted.

Follow-up contacts in the development community indicated that the difficulty of designing an attractive entry lobby and the high cost of construction financing discouraged the submission of proposals.

At that point, the Council, based on a the lack of of bids for the project, authorized a negotiated sole-source procurement of the fire station.

A contract was subsequently formed with the SanFo Bay Corporation. The elements of that contract were:

- City conveys the fee to developer.
- City contributes \$120,000 for foundation and excavation.
- Developer constructs fire station to City specifications.
- Developer constructs office space on floors 2, 3, and 4 approximating 30,000 to 50,000 square feet.
- Developer conveys back to City a block of air space which includes the surface of the ground, the fire station, and all easements necessary for utilities, entrance, exit, etc. to support the fire station; all at no cost.
- All conveyances, reconveyances to be simultaneously escrowed. Escrow opening at the time contracts are executed and closed at the time the certificate of occupancy is issued on the fire station.
- All usual clearances and permits to be obtained by developer; ARB, parking permit, building permit, etc.
- City's entire contribution to the project not to exceed the land; the contribution to excavation and foundation; and a prorata share of site improvements, non-construction furnishings, and artwork to a maximum of \$164,000.
- Developer allowed to draw down the City cash contribution in two payments; one at the beginning of the project and one upon completion.

SanFo Bay's ability to perform was created by its ability to secure construction and permanent financing at very favorable rates. That ability was dependent on the State of California's 30-year tenancy in the office portion of the building. The State cancelled its tenancy which had the effect of removing the financing and, therefore, defeating the project. SanFo Bay abandoned the project last fall.

Efforts were continued to secure a developer and to structure an arrangement that would be beneficial to the City. These efforts now appear to have been successful. A development group has been formed, composed of:

- Dennis Gardemeyer, Gardemeyer Development Company
- Richard Hyde, Attorney
- E. M. Kado, Architect
- Ed Rios, Mechanical Engineer
- Cole, Yee & Shubert, Structural Engineers
- Harry Yee, Electrical Engineers

This group has agreed to proceed with the project on the same basis as SanFo Bay with two modifications:

1. City would allow and procure Economic Development Bonds to finance the project in much the same way as was recently done with the Ramona Hotel reconstruction.



2. City to be tenant in the office portion of the building for the first 5 years following completion.

29-1

Use of Economic Development Bond (EDB)

The use of EDB financing for the project would produce a favorable interest rate on both construction and permanent financing which would manifest itself in savings to the developer on the gross cost and commensurate savings in lease rates to the tenants of the building. Savings would be important during two phases of the project: capital construction and on-going operations.

The alternative to joint development and ownership as called for in this proposal is the construction, by the City, of a fire station on the site. These alternatives compare as follows:

|   | <u>City Fire<br/>Station Alone</u> | <u>Joint Fire<br/>Station-Office</u> |
|---|------------------------------------|--------------------------------------|
| Land  | \$ 436,103                         | \$436,103                            |
| Construction  | 900,000                            | -0-                                  |
| Artwork   | 18,000                             | -0-                                  |
| Contribution for Artwork<br>Foundations, Excavation &<br>Special Fire-Related Items | -0-                                | 284,000                              |
| <b>TOTALS</b>   | <b>\$1,354,103</b>                 | <b>\$720,000*</b>                    |

**NET SAVINGS TO CITY      \$634,103**

\* This alternative returns the land, and adds the office portion of the building, to the tax rolls. The fiscal effect is set forth below.

City as Building Tenant

This proposal calls for the City to lease the 54,000 square feet of office space in the building for the first five years following completion in 1984-85 fiscal year. This would be for an interim period while plans are completed for developing an addition to the present City Hall.

The City currently leases 31,000 square feet in the downtown area. The cost to the City of current lease space projects to \$334,326 in the 1984-85 fiscal year rising to \$389,359 over the following five years through the 1988-89 fiscal year. Current lease rates range from 85 cents per square foot to \$1.10 per square foot in the private buildings occupied by City offices.

Assuming 80% EDB financing for the project and 9% interest on the bonds, the lease rate to the City would be 97¢ per gross square foot. The fiscal effect of occupying 31,000 square feet and subleasing the remaining 20,000 square feet is set forth in the table below. A telephone survey\* of leasing agents indicates that the City should receive \$1.27 per square foot or more in the 1984-85 fiscal year. An estimate of City benefit is shown on the following table.

\* Coldwell Banker, Grubb & Ellis, Brown Stevens

|                                   | <u>Fiscal<br/>1984-85</u> | <u>Fiscal<br/>1985-86</u> | <u>Fiscal<br/>1986-87</u> | <u>Fiscal<br/>1987-88</u> | <u>Fiscal<br/>1988-89</u> |
|-----------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Lease Cost of Existing City Space | \$334,326                 | \$338,440                 | \$349,972                 | \$377,528                 | \$389,359                 |
| Rent Payment per Proposal         | (622,505)                 | (622,505)                 | (622,505)                 | (622,505)                 | (622,505)                 |
| Gross Cost Increase to City       | (288,179)                 | (284,065)                 | (272,533)                 | (244,977)                 | (233,146)                 |
| Increase in Tax Revenues to City  | <u>18,255</u>             | <u>18,620</u>             | <u>18,993</u>             | <u>19,372</u>             | <u>19,760</u>             |
| Net Cost Increase to City         | (269,924)                 | (265,445)                 | (253,540)                 | (225,605)                 | (213,386)                 |
| Sub-lease Income to City          | <u>304,800</u>            | <u>304,800</u>            | <u>304,800</u>            | <u>304,800</u>            | <u>304,800</u>            |
| Net Gain in General Fund Income   | <u>\$ 34,876</u>          | <u>\$ 39,355</u>          | <u>\$ 51,260</u>          | <u>\$ 79,195</u>          | <u>\$ 91,414</u>          |

The net gain in General Fund income shown is predicated on an EDB financing at 9%. The current range of such bonds is 8% to 10%. An increase in interest rates above the 9% level would increase the lease rate paid by the City and decrease the net gain to the General Fund, as follows:

**Net Gain to General Fund**

| <u>EDB Interest Rate</u> | <u>Fiscal<br/>1984-85</u> | <u>Fiscal<br/>1985-86</u> | <u>Fiscal<br/>1986-87</u> | <u>Fiscal<br/>1987-88</u> | <u>Fiscal<br/>1988-89</u> |
|--------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| At 10%                   | \$(5,560)                 | \$(1,081)                 | \$10,824                  | \$38,759                  | \$50,978                  |
| At 11%                   | (45,996)                  | (41,517)                  | (29,612)                  | (1,677)                   | 10,542                    |

The worst case estimate has the City losing \$108,260 on its tenancy which would reduce the overall benefit to the City to \$528,843 for construction of the fire station.

Ancillary benefits of space utilization in a new building would also accrue to the City. The space currently occupied is poorly arranged and quite old.

**FINANCIAL DATA**

This proposal offers significant benefits to the City through a development cost savings on a new Fire Station #2 and a projected continuing revenue stream to the City General Fund over the five year tenancy.


RECOMMENDATION

29-1

It is recommended that the City Council:

1. Authorize the City Manager to execute the attached Memorandum of Understanding with the private development group.
2. Direct that City staff prepare required contract and conveyance documents consistent with this report and the Memorandum of Understanding.
3. Direct that the Housing and Redevelopment Agency staff perform all tasks necessary for issuance of Economic Development Bonds for financing this project.

Respectfully submitted,

  
MAC MAILES  
Assistant City Manager  
for Community Development

Recommendation Approved:

  
WALTER J. SLIPE, City Manager

MEMORANDUM OF UNDERSTANDING

29-1

This Memorandum of Understanding (hereinafter "Memorandum") is made this \_\_\_\_ day of June, 1983, by and between \_\_\_\_\_ (hereinafter "Developer") and CITY OF SACRAMENTO, a municipal corporation (hereinafter "City") who agree as follows:

RECITALS

A. Developer and City are negotiating an agreement for development of a portion of the block bounded by 12th, 13th, H and I Streets in the City of Sacramento (hereinafter referred to as "property") as designated on Exhibit A which is attached hereto and incorporated herein.

B. Developer and City enter into this memorandum for the purpose of setting forth the state of negotiations at this time. The matters memorialized herein shall not be construed as contractual commitments of either party, but rather as a statement of the basis upon which the parties intend to negotiate a contract for the development of the property.

C. Developer and City shall continue to negotiate with the intent of drafting and executing a detailed contract dealing with the matters contained herein and other related items.

THE PROJECT

1. The development of the property shall consist of the following project:

A. Developer will construct a fire station according to specifications to be provided by City. It is understood and agreed that the fire station will be unique in that it is to house the Firebird 150 which is an unusually large specialized piece of firefighting apparatus.

B. Developer shall construct office space approximating 54,000 square feet in the air space at the aforementioned fire station.

29-1

2. Conveyances of land, air space, and other related matters shall be as follows:

A. City shall convey the fee to the property to Developer.

B. Developer shall convey to City a block of air space including the surface of the ground, the fire station, and any and all easements required or desirable for utilities, entrance, exit and etc. In addition, all required and desirable support easements for the fire station shall be conveyed to City.

C. City shall convey to Developer all necessary or desirable support easements for the office building to be constructed in the air space above the fire station upon delivery to City in escrow of satisfactory representations, warranties and assurances that the support constructed in said easements shall be sufficient for all operations to be conducted or foreseeable in the office building as designed and according to the computations of a licensed structural engineer.

D. The fire station shall be delivered to the City on a straight "turnkey" basis ready for use without further preparation.

E. All conveyances, reconveyances and the necessary ancillary representations, warranties, and assurances shall be simultaneously escrowed. Said escrow shall open at the time contracts are executed and said escrow shall close at the time a certificate of occupancy is issued for the fire station and office space.

3. The City shall make only the following contributions to the development:

A. the fee to the land heretofore mentioned.

B. The sum of \$284,000 cash for foundation and excavation, art work, specialized fire requirements, and non-construction furnishings provided

developer shall be allowed to draw down said sum of \$284,000 only in proportion to its own expenditures for the listed items according to a formula to be based on final design and working drawings.

C. A lease document, for the first 5 years following completion, of the office portion of the project at rates ranging from 97 cents per square foot to \$1.10 per square foot as determined by the interest rate on Economic Development Bonds used to finance the project and increases or decreases in construction cost from estimates.

D. City will use its best effort to secure Economic Development Bonds to help finance the project.

4. All entitlements, permits, environmental clearances and other authorizations of whatsoever nature required for the development shall be obtained by the Developer at its own cost.

5. Developer shall pay all appropriate fees and taxes.

GADEMEYER DEVELOPMENT COMPANY

CITY OF SACRAMENTO

By DENNIS GARDEMEYER

By WALTER J. SLIPE, City Manager

13TH AND I ASSOCIATES  
RENTAL FORMULA

September 20, 1983

The monthly Rental Formula is as follows where:

K = Debt Constant = The amount of annual debt service stated as a percentage that is necessary to pay interest at some stated rate and the entire principal over the amortization period.

B = Project Costs = Face value of Bonds.

R = Monthly Rental on a Triple Net Basis.

$$R = \frac{(K \times B) + 25,000}{12}$$

The \$25,000 above reflects partnership overhead and operating expenses exclusive of those items contained in the triple net expense pass thru to tenant.

**EXAMPLE 1:** Assume \$6,000,000 face value of bond and a 10.5% debt constant.

$$R = \frac{(.105 \times 6,000,000) + 25,000}{12}$$

$$R = \$54,583.33$$

**EXAMPLE 2:** What effect will an increase of one-half of one percent in the debt constant above make?

$$R = \frac{(.11 \times 6,000,000) + 25,000}{12}$$

$$R = \$57,083.33$$

Therefore, on a \$6,000,000 project, each swing on one-half of one percent in the debt constant results in a \$2,500.00 monthly rental change.

**EXAMPLE 3:** Assume a \$5,900,000 face value of bond and 10.5% debt constant:

$$R = \frac{(.105 \times \$5,900,000) + 25,000}{12}$$

$$R = \$53,708.33$$

1000

1000

1000

1000



13TH AND I ASSOCIATES  
RENTAL FORMULA

September 20, 1983

Page Two

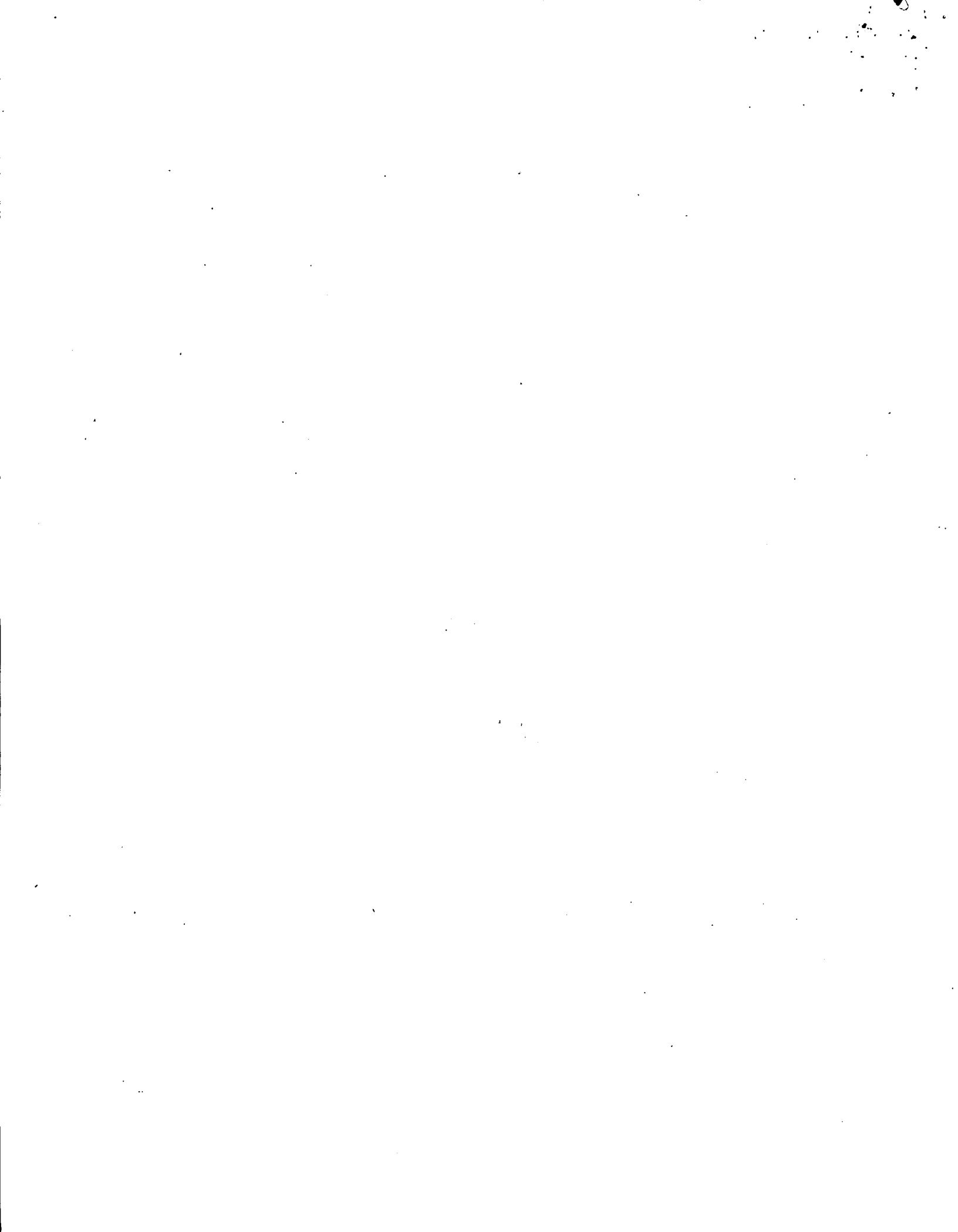
Using the same debt constant as Example 1 but reducing costs by \$100,000 resulted in a monthly rental decrease of \$875.

The rental savings or increase will fluctuate with changes in either variable (K) Default Constant or (B) Project Cost.

29-1

13TH AND I ASSOCIATES  
INTEREST RATE vs DEBT CONSTANT  
THE RELATIONSHIP

| <u>INTEREST</u><br><u>RATE</u> | <u>Amortization Years:</u> | <u>CONSTANTS</u> |           |           |
|--------------------------------|----------------------------|------------------|-----------|-----------|
|                                |                            | <u>20</u>        | <u>25</u> | <u>30</u> |
| 8                              |                            | .1004            | .0927     | .0881     |
| 8.25                           |                            | .1023            | .0947     | .0902     |
| 8.5                            |                            | .1042            | .0967     | .0923     |
| 8.75                           |                            | .1061            | .0987     | .0945     |
| 9.0                            |                            | .1080            | .1008     | .0966     |
| 9.25                           |                            | .1100            | .1028     | .0988     |
| 9.5                            |                            | .1119            | .1049     | .1010     |
| 9.75                           |                            | .1139            | .1070     | .1031     |
| 10.0                           |                            | .1159            | .1091     | .1054     |
| 10.25                          |                            | .1178            | .1112     | .1076     |
| 10.5                           |                            | .1199            | .1134     | .1098     |



MEMORANDUM OF UNDERSTANDING

29-1

This Memorandum of Understanding (hereinafter "Memorandum") is made this \_\_\_\_ day of June, 1983, by and between \_\_\_\_\_ (hereinafter "Developer") and CITY OF SACRAMENTO, a municipal corporation (hereinafter "City") who agree as follows:

RECITALS

A. Developer and City are negotiating an agreement for development of a portion of the block bounded by 12th, 13th, H and I Streets in the City of Sacramento (hereinafter referred to as "property") as designated on Exhibit A which is attached hereto and incorporated herein.

B. Developer and City enter into this memorandum for the purpose of setting forth the state of negotiations at this time. The matters memorialized herein shall not be construed as contractual commitments of either party, but rather as a statement of the basis upon which the parties intend to negotiate a contract for the development of the property.

C. Developer and City shall continue to negotiate with the intent of drafting and executing a detailed contract dealing with the matters contained herein and other related items.

THE PROJECT

1. The development of the property shall consist of the following project:

A. Developer will construct a fire station according to specifications to be provided by City. It is understood and agreed that the fire station will be unique in that it is to house the Firebird 150 which is an unusually large specialized piece of firefighting apparatus.

B. Developer shall construct office space approximating 54,000 square feet in the air space at the aforementioned fire station. 29-1

2. Conveyances of land, air space, and other related matters shall be as follows:

A. City shall convey the fee to the property to Developer.

B. Developer shall convey to City a block of air space including the surface of the ground, the fire station, and any and all easements required or desirable for utilities, entrance, exit and etc. In addition, all required and desirable support easements for the fire station shall be conveyed to City.

C. City shall convey to Developer all necessary or desirable support easements for the office building to be constructed in the air space above the fire station upon delivery to City in escrow of satisfactory representations, warranties and assurances that the support constructed in said easements shall be sufficient for all operations to be conducted or foreseeable in the office building as designed and according to the computations of a licensed structural engineer.

D. The fire station shall be delivered to the City on a straight "turnkey" basis ready for use without further preparation.

E. All conveyances, reconveyances and the necessary ancillary representations, warranties, and assurances shall be simultaneously escrowed. Said escrow shall open at the time contracts are executed and said escrow shall close at the time a certificate of occupancy is issued for the fire station and office space.

3. The City shall make only the following contributions to the development:

A. the fee to the land heretofore mentioned.

B. The sum of \$284,000 cash for foundation and excavation, art work, specialized fire requirements, and non-construction furnishings provided

developer shall be allowed to draw down said sum of \$284,000 only in proportion to its own expenditures for the listed items according to a formula to be based on final design and working drawings.

C. A lease document, for the first 5 years following completion, of the office portion of the project at rates ranging from 97 cents per square foot to \$1.10 per square foot as determined by the interest rate on Economic Development Bonds used to finance the project and increases or decreases in construction cost from estimates.

D. City will use its best effort to secure Economic Development Bonds to help finance the project.

4. All entitlements, permits, environmental clearances and other authorizations of whatsoever nature required for the development shall be obtained by the Developer at its own cost.

5. Developer shall pay all appropriate fees and taxes.

GADEMEYER DEVELOPMENT COMPANY

CITY OF SACRAMENTO

By DENNIS GARDEMEYER

By WALTER J. SLIPE, City Manager



# CITY OF SACRAMENTO

29-1

CITY PLANNING DEPARTMENT  
927 TENTH STREET SACRAMENTO, CA 95814  
SUITE 300 TELEPHONE (916) 449-5604

MARTY VAN DUYN  
PLANNING DIRECTOR

September 20, 1983

TO: Mac Mailes, Assistant City Manager/Community Development  
FROM: John W. Kreft, Senior Administrative Assistant *JK*  
SUBJECT: Impact of Elevator Breakdown on Planning Division Operations

Listed below are the existing and potential problems that have been created by the continued inoperation of the elevator at 927 - 10th Street. These are only impacts on the Planning Division. This report does not address impacts on the other City activities that occur in this building.

## 1. DELIVERIES

### a. Supplies

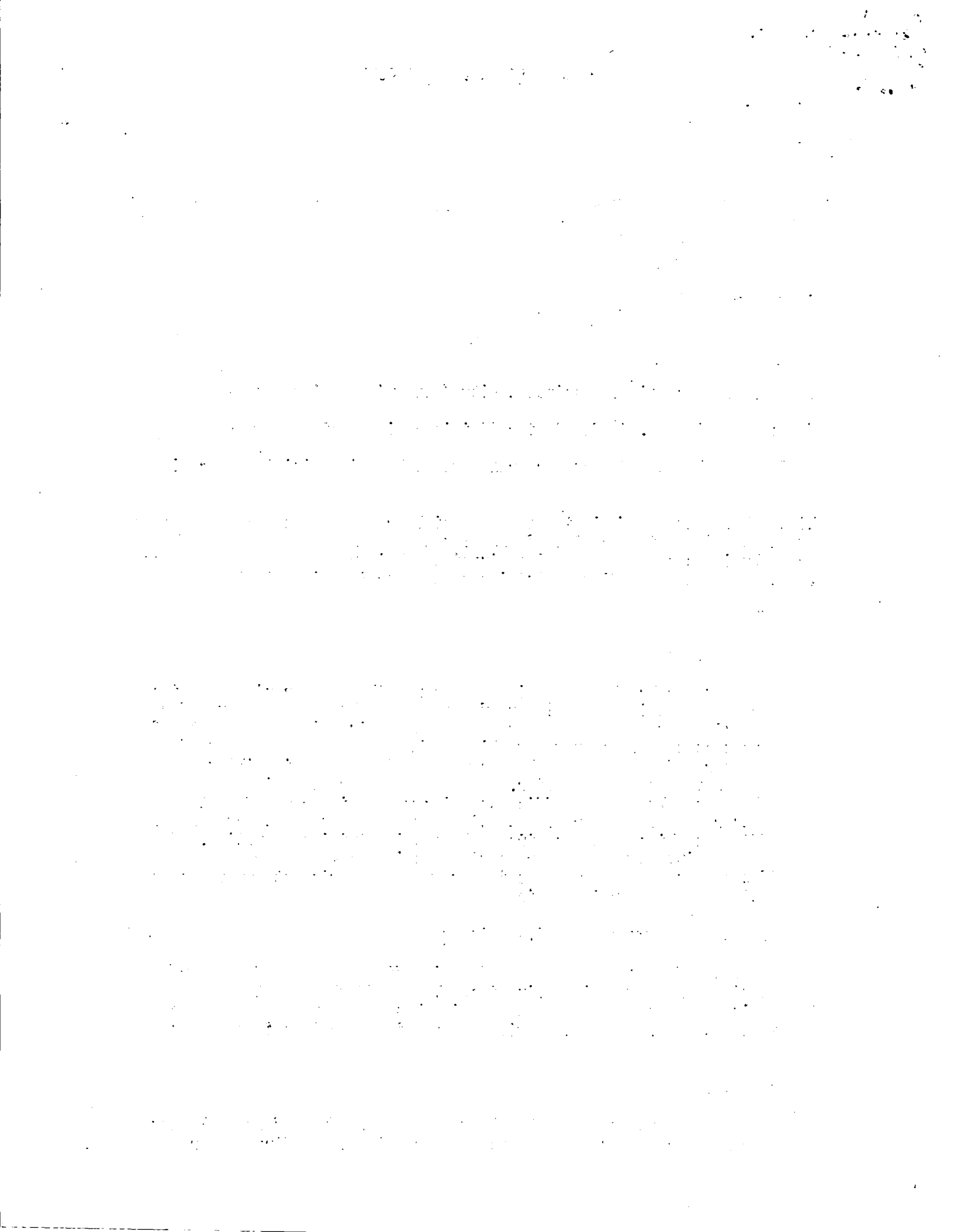
The elevator breakdown has impaired our ability to provide supplies for our operations. Delivery of basement shelving was delayed for approximately one month (they managed to deliver it on one of the few days that the elevator was working). The planned downloading of computer software has not been completed due to our inability to take our terminal to the supplier. We have been fortunate in that we had a large supply of bulk office supplies when this trouble started, however, should the problem continue, we will have to carry our bulk office supplies up the stairs to keep this division operating. We are planning to replace our copying machine on September 30, 1983. If the elevator is down on this day, we may be without copying service until the elevator is repaired.

### b. Central Services - Mail Delivery

The lack of elevator has created a significant problem for Central Services in their mail deliveries. The staff who have to make the deliveries have complained to Dennis about this problem, and there is a potential that Dennis will not continue services if the elevator remains out.

### c. U.S. Mail

During the last prolonged breakdown, the U.S. mail refused delivery to our floor, and we had to pick up our mail at the first floor.





29-1

Mac Mailes  
Impact of Elevator Breakdown on  
Planning Division Operations  
September 20, 1983

Service was continued when the elevator was repaired, and has continued to our floor to date, however, we can anticipate a discontinuation if the elevator remains down.

d. Meeting Set-Up

The Planning Division currently provides full or partial set-up for the City Council meetings, the Planning and Community Development Committee meetings, the Design, Review and Preservation Board meetings, and Planning Commission meetings. Two to three times a week Planning staff have to take bulky, and at times, heavy material over to City Hall. We formerly used a shopping cart to transport this material. With the elevator out of order, we cannot use the shopping cart in this activity, and the material has to be hand-carried up and down the stairs.

2. INJURY POTENTIAL

There is a distinct probability of injury occurring as a result of the elevator being out of order. We have one employee who has claimed he injured his back carrying meeting material up and down the stairs.

The lack of an elevator presents an injury potential in the following ways:

- i) Falling on the stairs
- ii) Strains from carrying heavy objects
- iii) The physical exertion required to climb the stairs.

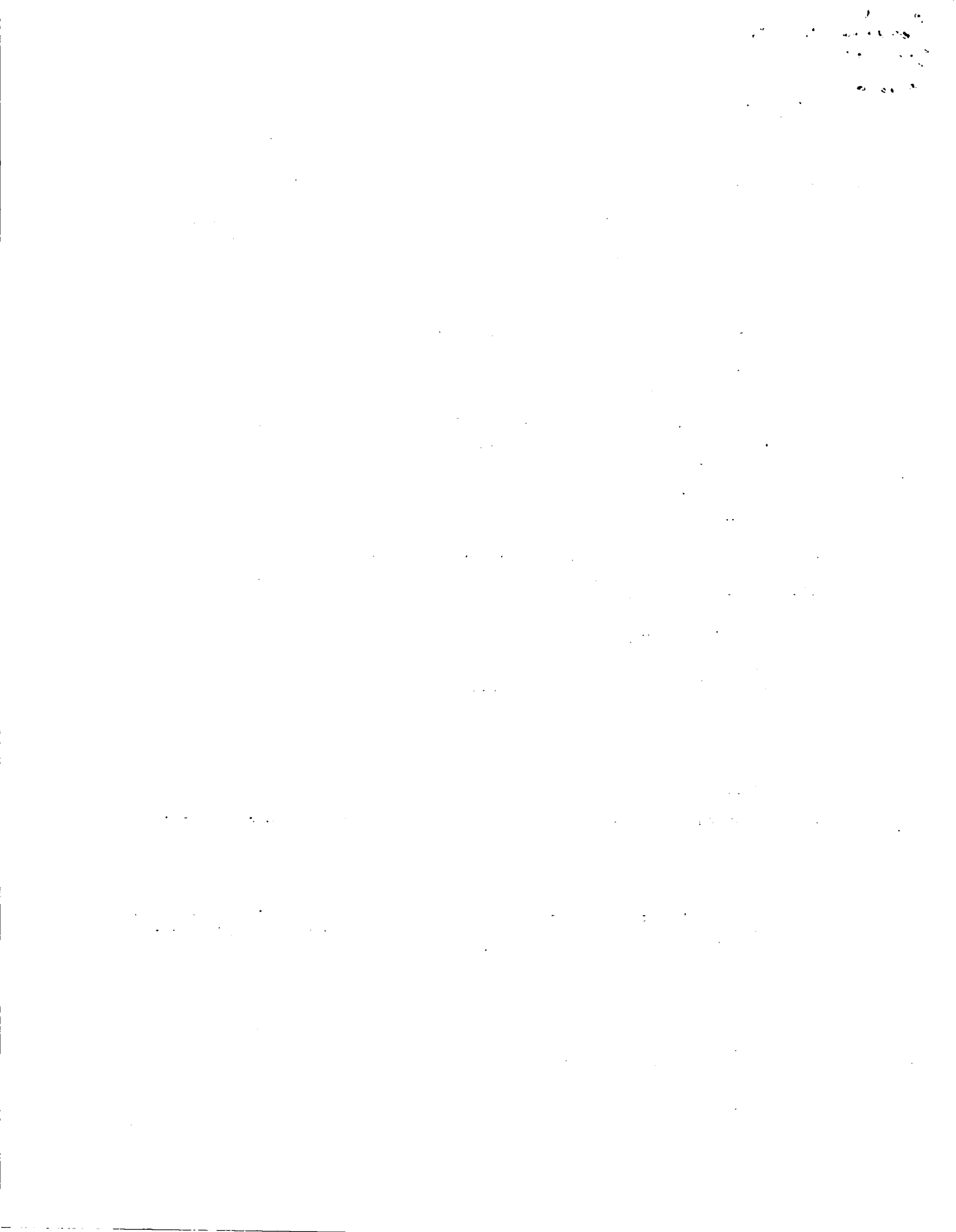
3. HANDICAP ACCESS

At this time we do not have the ability to properly serve a physically handicapped individual who cannot climb stairs. They will be unable to attend Subdivision Review meetings and will have difficulty in obtaining access to our records.

4. MORALE

Although Planning staff are taking this problem in stride, it makes a day more difficult to start when you know you have to climb three steep flights of stairs to get to your work location.

cc: Marty Van Duyn



29-1

~~XXXXXXXXXX~~  
~~September 14, 1983~~  
**\*September 20, 1983**

MEMORANDUM

TO: Mac  
FROM: John  
SUBJECT: Calendar Of Elevator Events

July 13, 1983 - August 29, 1983 - Down to Motor Breakdown  
August 29, 1983 - Worked  
August 30 & 31, 1983 - Out of Order  
September 1 & 2, 1983 - Worked  
September 6, 1983 - Out of Order  
September 7, 1983 - Worked  
September 8, 1983 - Out of Order

**(PROJECTED TO BE OUT OF ORDER UNTIL SEPTEMBER 14, 1983)**

**\* ELEVATOR REMAINS OUT OF ORDER AS OF THIS DATE - SEPTEMBER 20, 1983**

1983-84 fiscal year to date (projected to ~~September 14, 1983~~)  
**\* September 20, 1983**

Working Days in Operation - 14  
Working Days Out of Order - ~~40~~ **\*44**

\* The State Elevator Inspector was out this morning and indicated that the elevator had a short in its condensator and it will take a week to repair. He will inspect the elevator when it is repaired. It was last inspected in January.

He also indicated that the malfunction experienced today did not place the passengers in a dangerous situation and that the elevator was safe for passengers. His records showed the elevator to be 42 years old and he felt that due to the age we can anticipate recurring mechanical problems.

I will keep a log of elevator down time for future reference.

**\* This denotes amended conditions as of September 20, 1983**

JK:lao  
wp lk

1961, 10, 20, 10:00 AM

MEMORANDUM FOR THE DIRECTOR

RE: [Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

MEMORANDUM

TO: MAC MAILES  
FROM: CITY CLERK OFFICE  
SUBJECT: CITY AGREEMENTS 83056, 83057, 83058  
DATE: OCTOBER 7, 1983

On October 4, 1983, the City Council adopted a resolution authorizing the execution of the- above agreements.

Per telephone conversation with Lee Savage, we will not execute agreements at this time. Four copies of each agreement are hereby being forwarded to your office.

After the copies are signed, please return original to the City Clerk office.

Thank you.

mjw

100  
100  
100  
100

83-779

29

# RESOLUTION NO. 83-779

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING AND DIRECTING CITY MANAGER AND CITY CLERK TO EXECUTE DEVELOPMENT AGREEMENT, EASEMENT RESTRICTION AND OPERATING AGREEMENT, AND PROJECT LEASE BETWEEN CITY AND 13TH AND I STREET ASSOCIATES

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

That the City Manager and the City Clerk are authorized and directed to execute the following agreements between 13th and I Street Associates and the City of Sacramento:

- (1) Development Agreement;
- (2) Easement Restriction and Operating Agreement; and
- (3) Project Lease.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED  
BY THE CITY COUNCIL  
OCT 4 1983  
OFFICE OF THE  
CITY CLERK

