

DEPARTMENT OF PARKS
AND COMMUNITY SERVICES

ROBERT P. THOMAS
DIRECTOR

G. ERLING LINGGI
ASSISTANT DIRECTOR

WALTER S. UEDA
DEPUTY DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

August 22, 1989

1231 I STREET
SUITE 400
SACRAMENTO, CA
95814-2977

916-449-5200

DIVISIONS:
CROCKER ART MUSEUM
GOLF
METROPOLITAN ARTS
MUSEUM AND HISTORY
PARKS
RECREATION
ZOO

Budget and Finance Committee
Transportation and Community Development Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: Maintenance Agreement for the K Street Mall

SUMMARY

This report outlines the current status of maintenance provided by the City Parks Division on the K Street Mall from Third to Seventh Streets. This portion of the Mall is owned by the Sacramento Housing and Redevelopment Agency (SHRA) and managed by the Downtown Plaza Merchants Association. This report recommends that the City Manager be authorized to execute an agreement between the City of Sacramento and the Sacramento Housing and Redevelopment Agency for the maintenance of the K Street Mall. (See Exhibit B)

BACKGROUND

The City of Sacramento Parks Division has maintained the K Street Mall since its construction over 20 years ago. It is the policy of the City of Sacramento to charge other funding sources and outside agencies for services and goods provided. In keeping with this policy, the City Parks Division traditionally charges other funding sources and agencies for maintenance performed on their property. This practice is necessary to provide for proper accounting and reimbursement to the City General Fund and accurately develop the Parks Division's budget.

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Over the past several years, there have been discussions with SHRA regarding increasing the reimbursement to the City for the maintenance service that the Parks Division provides on the K Street Mall. In 1988, SHRA allocated \$14,000 to the Parks Division to enhance maintenance on the Mall by providing additional part-time employees and special cleaning equipment. Actual costs for maintaining the Mall exceeded \$122,000 in FY 1988/89. (Exhibit A) For the past 18 months, the City and SHRA have been negotiating the language for an agreement to reimburse the City for actual maintenance services provided on the Mall.

Agreement has been reached between the City and SHRA regarding the types of maintenance and the reimbursement of costs associated with the Parks Division's continued maintenance of the Mall. Specifics on the types of maintenance and related costs are identified for FY 1988-89 in Exhibit A. The City and the Agency have also agreed to update the costs annually to continue an accurate assessment of the fee for the services provided. This report also recommends that \$10,000 of the reimbursement total be deposited annually in the Parks Division operating budget to offset the cost of materials and equipment necessary to maintain and repair the mall.

FINANCIAL DATA

The proposed agreement between the City and the Sacramento Housing and Redevelopment Agency provides that SHRA reimburse the City in the amount of \$122,288 for calendar year 1989 and \$60,000 for maintenance performed in the last half of calendar year 1988. It is understood by both parties that the fee would be adjusted annually to reflect any changes in the cost of providing this service. These funds would be deposited in the General Fund contingency, \$10,000 of which would be transferred annually to the Parks Division operating budget to offset the cost of materials and equipment necessary to maintain and repair damage to the Mall.

Future plans to redesign this portion of the Mall to include a new enclosed shopping center owned and operated by a private development company may ultimately result in private ownership and maintenance of this portion of the Mall.

POLICY CONSIDERATION

It is consistent with current City policy that fees be assessed for services provided to other funding sources as well as other agencies outside the City.

MBE/WBE

Every effort is made to support the City's MBE/WBE goals.

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RECOMMENDATION

It is recommended that the Budget and Finance Committee and the Transportation and Community Development Committee approve this report and refer it to the full City Council for action. Further, it is recommended that the City Council, by resolution, authorize the City Manager to execute an agreement between the City and the Sacramento Housing and Redevelopment Agency, for maintenance of the K Street Mall between Third and Seventh Streets and reimbursement of costs related to that maintenance.

Respectfully submitted,

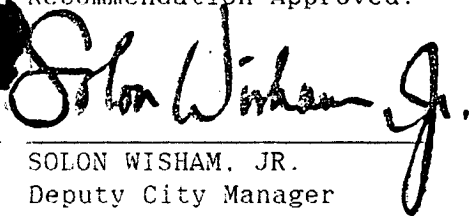


ROBERT P. THOMAS, Director
Parks and Community Services



ROBERT E. SMITH, Executive Director
Sacramento Housing and Redevelopment Agency

Recommendation Approved:



SOLON WISHAM, JR.
Deputy City Manager

Contact Person to
Answer Questions:

District 1

Patti Gonzales, ASO, 449-5375

RPT:pmg

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RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY AND THE CITY OF SACRAMENTO FOR MAINTENANCE OF THE K STREET MALL

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

1. That the City Manager is hereby authorized and directed, on behalf of the City of Sacramento, to execute an agreement between the City and the Sacramento Housing and Redevelopment Agency, whereby the City maintains the K Street Mall between Third and Seventh Streets for an agreed fee which is reassessed annually.
2. The City will receive \$116,144 for services rendered in FY 1988-89 for the purpose stated in paragraph one above.
3. The City Budget for FY 1989-90 is hereby amended, for the purpose stated in paragraph one above and therefore increasing the General Fund Contingency by \$66,144 as follows:

a. Increase revenues:	206-450-4583-3530	\$ 66,144
b. Increase transfers:	206-450-4583-4375	\$ 66,144
	101-450-4583-4375	[\$66,144]
c. Increase General Fund contingency:	101-710-7012-4999	\$66,144
d. Decrease General Fund contingency:	101-710-7012-4999	[\$10,000]
e. Increase Parks Division operating budget:	101-450-4583-4471	\$10,000

MAYOR

Attest:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

MAINTENANCE SCHEDULE
AND
MAINTENANCE COSTS K-MALL
BETWEEN 7TH AND 3RD STREETS

1. Administration/Inspection

- a. Office
- b. Inspection
- c. Coordinating manpower, tools, supplies, and tasks.

Parks Supervisor	311 hrs. @ \$21.84	\$ 6,792.00
PMW II	369 hrs. @ \$17.97	6,630.00
1/2 Ton Pick up	162 hrs. @ \$ 4.00	648.00
	Subtotal	<u>\$ 14,070.00</u>

2. Clean up

- a. Pick up, twice daily
- b. Trash dump, twice daily
- c. Sweeper, daily
- d. Wash down, weekly and clean pools, weekly

PMW II	190 hrs. @ \$17.97	\$ 3,414.00
PMW I	1,977 hrs. @ \$15.39	30,426.00
Utility Worker	757 hrs. @ \$7.19	5,442.00
1/2 Ton Pickup	108 hrs. @ \$4.00	432.00
Trash Trailer	234 hrs. @ \$2.00	468.00
Garbage Buggy	323 hrs. @ \$4.56 per 3 hrs.	490.00
Sweeper	197 hrs. @ \$24. per 4 hrs.	1,182.00
	Subtotal	<u>\$ 41,854.00</u>

3. Horticulture

- a. Mowing and edging, weekly
- b. Fertilizing
- c. Annuals
- d. Manual watering
- e. Weeding, pest control

PMW II	264 hrs. @ \$17.97	\$ 4,744.00
PMW I	1,518 hrs. @ \$15.39	23,362.00
Utility Worker	757 hrs. @ \$7.19	5,442.00
1/2 Ton pickup	108 hrs. @ \$4.00	432.00
Trash trailer	117 hrs. @ \$2.00	234.00
3 Wheel buggy	245 hrs. @ \$13.50 per 3 hrs.	1,102.00
Small power equipment	200 hrs. @ \$2.00	400.00
Pest control chemicals		64.00
Annuals		538.00
Fertilizer		732.00
	Subtotal	<u>\$ 37,050.00</u>

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4. Miscellaneous

a. Repair hazards/Things out of order		
PMW II 301 hrs. @ \$17.97	\$	5,408.00
PMW I 980 hrs. @ \$15.39		15,082.00
Utility Worker 607 hrs. @ \$7.19		4,364.00
1/2 Ton pickup 108 hrs. @ \$4.00		432.00
Trash trailer 117 hrs. @ \$2.00		234.00
		<hr/>
Subtotal	\$	25,520.00

5. Surface Repair

a. Labor

Pavers, Concrete, Expansion Joints:		
PMW I 150 hrs. @ \$15.39	\$	2,308.00
Utility Worker 150 hrs. @ \$7.19		1,078.00
		<hr/>
Subtotal	\$	3,386.00

b. Materials

Pavers/Mortar/concrete patch/Caulking	\$	408.00
Subtotal	\$	408.00

GRAND TOTAL \$ 122,288.00



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AGREEMENT FOR MAINTENANCE AND
LANDSCAPE SERVICES

This Agreement is dated as of _____, 1989, between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (hereinafter "Agency") and the CITY OF SACRAMENTO, a municipal corporation (hereinafter "City").

WHEREAS,

A. Agency has requested that City undertake certain maintenance and landscape services on the pedestrian K Street Mall Area, as shown on Exhibit "A" attached hereto. City has indicated its willingness to provide such services on the terms and conditions contained herein.

B. There is, as of the execution date of this agreement, a dispute involving Agency and City concerning ownership and responsibility for certain portions of the pedestrian K Street Mall. Notwithstanding said dispute, the parties hereto desire to enter into this agreement for the provision of services. It is expressly understood by the parties hereto that execution of this agreement, or performance hereunder, shall not be used by either party, or anyone else, as evidence affecting the outcome of the existing dispute.

Now, therefore, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed by Agency and City as follows:

1. City agrees to perform the following services in connection with maintenance of the K Street Mall Area:

- A. Remove and clean off the mall ground surface all debris, (paper, plastic, cans, bottles, tobacco products, leaves, branches, sand, gum, slippery or spilled substances and etc.) from the mall.

This work shall be performed by assigned maintenance crews.

- B. Remove stains, mildew, fungus and other semi-permanent unpleasant/unsightly conditions on and around the mall area.

This work shall be performed every fourteen (14) days unless more frequently required to maintain a first-class environment.

The work shall consist of steam cleaning/high pressure wash of all required areas, including the mall surfaces and all garbage receptacles.

- C. Maintenance of landscape including all plants, trees, shrubs and lawn areas.

Once each week, all grass shall be cut and all clippings removed from the mall. All shrubs and trees shall be clipped and trimmed as

needed to maintain a good appearance and shall be inspected for broken or infected areas. Infected areas of such shrubs and trees shall be removed and discarded by City. All dead plants, trees and shrubs shall be removed within two (2) days after discovery and replaced with like-kind plants, trees or shrubs within five (5) days of removal. The (E) irrigation system shall be maintained in a good working order at all times and all replacement parts of such system shall be furnished by the City.

D. Remove all garbage.

Garbage removal from all garbage receptacles shall be performed a minimum of two (2) times daily or more often to prevent spill-over from the garbage receptacles.

E. Pools and fountains.

This work shall be on a continual basis and shall consist of removing all paper and leaves from the pool areas. The fountains shall be maintained and operated during the normal business hours of the mall, provided, the weather permits such operation. The pool shall be drained of all water and properly cleaned once a week. All pool areas shall be properly cleaned as needed by method of steam cleaning/high pressure wash.

F. Repair and patching.

This work consists of inspecting the mall area for broken, cracked or displaced tile or concrete at least once every two (2) days. The removal and replacement of any broken, cracked, or settled tile and concrete discovered shall be accomplished within twenty-four (24) hours, if reasonably possible. Replacement tile shall be obtained from the City stockpile.

G. Inspection

Once every twenty-four hours the mall area shall be inspected for any abnormal conditions such as missing or damaged posts or signs. Upon discovering such missing or damaged posts or signs, they shall immediately be made safe and replaced or repaired within forty-eight (48) hours, if reasonably possible.

2. Agency agrees to accept full responsibility for all other inspection, maintenance and repair work necessary or required in connection with the use of Agency's property by the public, except as specified herein.

3. For the services to be rendered hereunder, Agency shall pay City as follows:

- A. SIXTY THOUSAND DOLLARS (\$60,000) upon execution of this agreement, for calendar year 1988.

B. ONE HUNDRED TWENTY TWO THOUSAND AND TWO HUNDRED EIGHTY EIGHT DOLLARS (\$122,288) for calendar 1989, payable by February 1, of that year.

C. Payment for subsequent years will be adjusted annually to reflect changes in the cost of providing this service.

4. City shall perform all services under Section 1 of this agreement in a good and courteous manner and shall not interfere with the operation of businesses along the K Street Mall Area.

5. Agency agrees to defend, indemnify and save harmless the City, its officers, employees, and agents, from and against any and all liability, claims, losses, demands, damages, costs, actions or expenses of every type or description to which any or all of them may be subjected, arising out of or resulting from the negligence or willful misconduct of Agency, its officers, employees or agents, in connection with performance of this agreement.

6. City agrees to defend, indemnify and save harmless the Agency, its officers, employees or agents, from and against any and all liability, claims, losses, demands, damages, costs, actions, or expenses of every type or description to which any or all of them may be subjected, arising out of or resulting from the negligence or willful misconduct of City, its officers, employees or agents, in connection with performance of this agreement.

7. This agreement shall continue in force from year to year, unless terminated by either party with or without cause, upon giving of a ninety (90) day written notice to the other party prior to termination of this agreement. Notice shall be given as follows:

To City: City Manager
915 I Street
Sacramento, CA 95814

To Agency: Executive Director
630 I Street
Sacramento, CA 95814

If this agreement is terminated for any reason, City shall return to Agency within fourteen (14) days after such termination any amounts of the payment under Section 3 which have not been earned by City. For the purposes of this agreement the City shall earn \$2,300.00 each full week during the life of this agreement.

8. It is specifically agreed by the parties hereto that execution of this agreement, or performance hereunder, is not intended to affect, and shall not be used by either party, or anyone else, as evidence to affect the outcome of

any dispute existing between the parties on the date of execution concerning ownership or responsibility for any portion of the pedestrian K Street Mall.

APPROVED AS TO FORM:

REDEVELOPMENT AGENCY OF THE
CITY OF SACRAMENTO

Agency Counsel

By _____
WILLIAM H. EDGAR
Executive Director

APPROVED:

Finance Department

CITY OF SACRAMENTO

Codes:

By _____
WALTER J. SLIPE
City Manager

Cost Code: _____
Organization: _____
Account: _____

ATTEST:

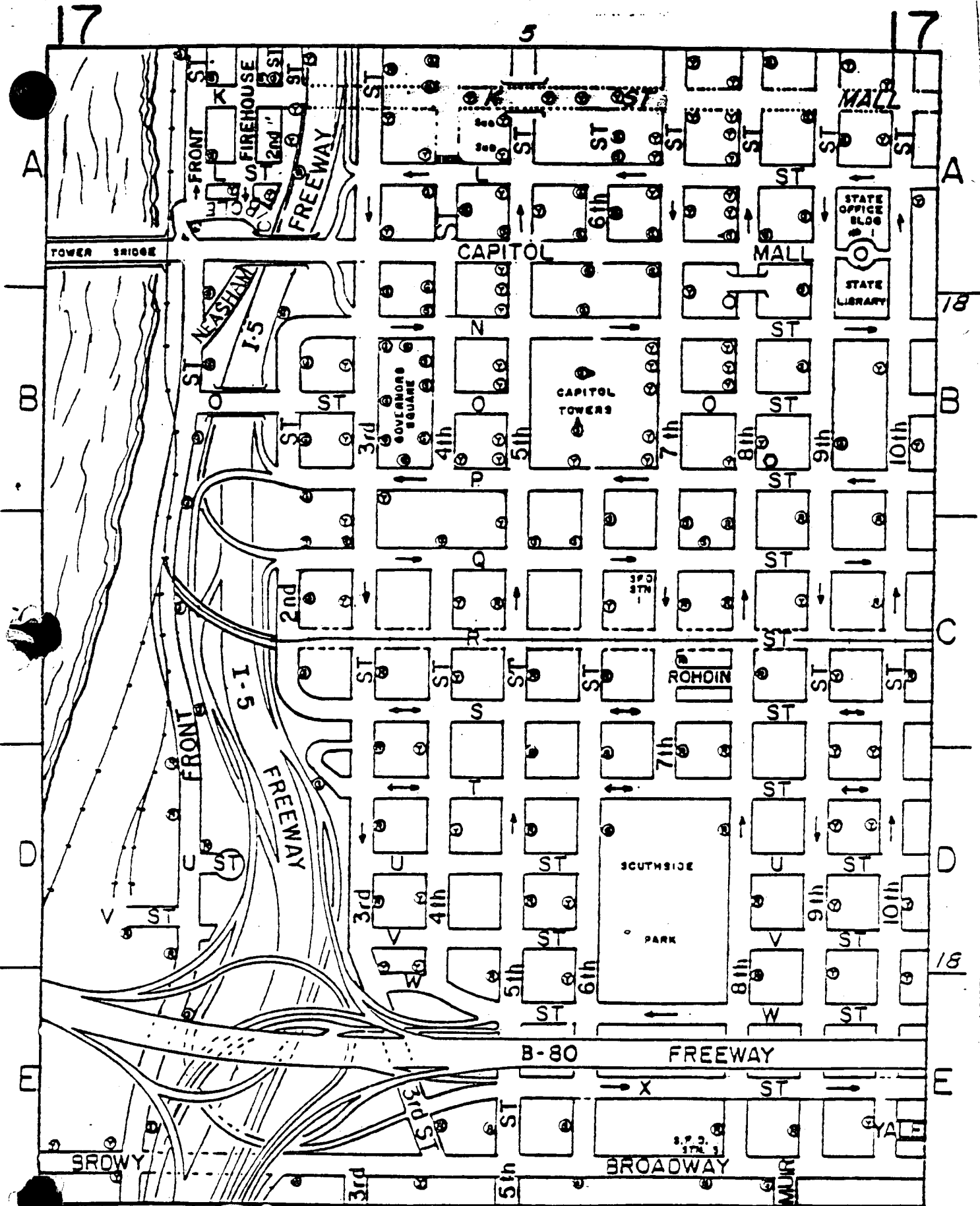
City Clerk

Departmental Approval

APPROVED AS TO FORM:

Deputy City Attorney

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14-71-1/6/81 1-20-84
 17/14/79 11-8-82 6-30-84
 7-2-85

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