



# CITY OF SACRAMENTO

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July 15, 1982

By the City Council  
Office of the City Clerk

Honorable City Council  
City of Sacramento  
City Hall  
Sacramento, California

JUL 20 1982

In re: Diepenbrock Mansion Negotiations

Members in Session:

Since March, Mike Remy, Rich Brown and myself have been meeting in an effort to resolve the problems surrounding the block bordered by 23rd Street, 24th Street, L Street and Capitol Avenue. We have reached an agreement in concept which involves the following points:

1. The Armour House would be moved to the lot located immediately west of the Diepenbrock Mansion. This move would not occur until an appropriate time. The two structures would be zoned RO at appropriate times. The church would have 18 months to conduct a good faith effort to obtain private rehabilitation and restoration of the two buildings either by sale or long term lease. The City would monitor these efforts by appropriate means. In the event that the church was unable to obtain private rehabilitation and restoration of the two buildings in the eighteen-month time period, the City would have six months afterward to attempt to obtain rehabilitation and restoration of the buildings. (The church would not be required to donate the property.) In the event that rehabilitation and restoration was not accomplished in two years, the buildings may be demolished.

2. The buildings owned by the church at 23rd Street and L Street are to remain in status quo until satisfactory arrangements are made for restoration and rehabilitation for the Armour and Diepenbrock buildings or until the expiration of two years. Status quo shall mean that the buildings are to be maintained such that tenants shall remain in the buildings. It should be noted that further investigation by the church regarding insurance problems is required before a precise agreement on the point can be reached. After acceptable arrangements are made for the Diepenbrock and Armour buildings, the church shall attempt to have the buildings at the corner of 23rd and L Streets preserved off-site. In the event the church is unable to do so, the City will be afforded an opportunity to do so.

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3. The foregoing shall be included in a development agreement which shall also provide for the following:

a. Authorization for construction of a social hall compatible in appearance with the existing church structure located at 23rd and L Streets.

b. Interim parking use with mitigation measures including screening vegetation and paving including also the parking fronting on Capitol Avenue and to meet applicable parking ordinances with respect to design criteria, but not as to off street parking requirements.

c. Zoning of the church property on the block shall remain unchanged during the term of the development agreement.

d. Alley to be abandoned. Ends to remain open for access and circulation, no permanent improvements to be constructed on right of way.

e. Term of the development agreement to be fifteen years.

4. An application for a special permit to continue the school without expansion will be part of the development agreement application.

The procedure for processing the application is contemplated to be as follows. The application shall be filed in the near future. An environmental assessment shall be accomplished. After a notice of determination is filed and the statute of limitations expires, the development agreement shall be negotiated in final form and presented for approval.

We wish to discuss two aspects of this matter with the Council in Executive Session at an early date. These aspects concern rescinding the resolution of necessity and fee arrangements for the environmental assessment.

Very truly yours,

*Leliand J. Savage*  
LELIAND J. SAVAGE  
Deputy City Attorney

LJS:kn

Cc's: Walter Slipe  
Rich Brown  
Mike Remy  
Marty Van Duyn

