



**REPORT TO COUNCIL AND
REDEVELOPMENT AGENCY**

City of Sacramento

915 I Street, Sacramento, CA 95814-2671

www.CityofSacramento.org

**PUBLIC HEARING
October 26, 2010**

**Honorable Mayor and Members of the City Council
Honorable Chair and Members of the Redevelopment Agency**

**Title: Agreements with the City of Sacramento for the Transfer of 3640 and 3648
5th Avenue for the Expansion of McClatchy Park**

**Location/Council District: 3640 & 3648 5th Avenue; Oak Park Redevelopment Project
Area; Council District 5**

Recommendation: **1) Adopt a City Resolution** a) re-approving the Mitigated Negative Declaration and re-adopting the Mitigation Reporting Program for the McClatchy Park Master Plan Update (referred to in the Notice of Intent to Approve the Mitigated Negative Declaration as the "McClatchy Park Conceptual Master Plan Project"); **2) Adopt a City Resolution** a) authorizing the City Manager, or City Manager's designee, to execute a Regulatory Agreement and enter into a Memorandum of Understanding (MOU) with the Sacramento Housing and Redevelopment Agency (Agency) for the transfer of two properties located at 3640 and 3648 5th Avenue, for the expansion of McClatchy Park; b) authorizing the City Manager, or City Manager's designee, to enter into an Agreement for Transfer of Real Property with the Agency, to accept the transfer of title of the two properties located at 3640 and 3648 5th Avenue from the Agency, and to carry out all activities reasonably necessary to accomplish this transfer of properties including the execution and recordation of two certificates of acceptance; c) directing the Agency to transfer the properties to the City of Sacramento; d) making related findings; and **3) Adopt a Redevelopment Agency Resolution** a) authorizing the Executive Director, or her designee, to execute a Regulatory Agreement and enter into an MOU with the City of Sacramento for the transfer of 3648 5th Avenue for expansion of McClatchy Park; b) authorizing the Executive Director, or her designee, to enter into an Agreement for Transfer of Real Property with the City of Sacramento, to transfer the property located at 3648 5th Avenue, and to carry out all activities reasonably necessary to accomplish this transfer of property including the execution and recordation of two certificates of acceptance; and c) making related findings.

Contact: Chris Pahule, Assistant Director, Community Development, 440-1350; J.P. Tindell, Park Planning & Development Manager, 808-1955; Marianne Wetzel, Supervisor, Real Estate Services Section, 808-6270

Agreements with City of Sacramento for 3640 and 3648 5th Avenue

Presenter: Erika Bumgardner, Redevelopment Planner, Housing and Community Development

Department: Sacramento Housing and Redevelopment Agency; City of Sacramento Parks and Recreation Department; City of Sacramento General Services Department, Real Estate Services Section

Description/Analysis

Issue: The properties located at 3640 and 3648 5th Avenue were real estate owned (REO) triplexes acquired by the Sacramento Housing and Redevelopment Agency and the Redevelopment Agency (Agency) of the City of Sacramento respectively as part of the Neighborhood Stabilization Program's (NSP) Property Recycling Program (PRP). Under the PRP, the Agency is authorized to purchase REO properties for three eligible activities that include redevelopment, rehabilitation and resale of single family housing, and the rehabilitation of rental housing. The redevelopment component of the PRP allows the Agency to demolish units and land-bank properties for future redevelopment efforts. Both of these triplexes were in a state of disrepair and have been demolished. On January 12, 2010, the Redevelopment Agency approved a Replacement Housing Plan for the demolished units, which will be replaced at the very low-income level.

In April, 2008, the City Council adopted the Parks and Recreation Safety Implementation Plan and McClatchy Park was identified as one of the nine "tier one" parks where improvement efforts would be focused. The Implementation Plan identified an action plan for each park consisting of capital improvements and operational enhancements to make the parks positive, clean, vibrant, and safe environments for park users. The Agency and the Department of Parks and Recreation partnered to implement the action plan by updating the master plan for McClatchy Park. In March, 2009 the City Council approved the McClatchy Park Master Plan Update along with the related environmental documentation and authorized funding for Phase 1 improvements.

Staff is requesting the City accept the transfer of title of the 3640 and 3648 5th Avenue properties from the Agency to be used for the expansion of McClatchy Park. Expansion of park acreage will complement efforts underway as part of the Master Plan by eliminating the blighting influence caused by the vacant lots and by increasing access and visibility into the park. Parcel improvements will include, but are not limited to, new fencing, landscaping and walkways. It is anticipated that improvements will take place in conjunction with McClatchy Park Phase II improvements. Until such time improvements are made, the unimproved parcels will be adequately maintained by the City including weed abatement and/or litter/trash removal.

Agreements with City of Sacramento for 3640 and 3648 5th Avenue

Policy Considerations: The actions contained in this report meet the Neighborhood Stabilization Program (NSP) goal of revitalizing neighborhoods through the strategic redevelopment of vacant properties and are consistent with the Oak Park Redevelopment Plan and the adopted 2009-2014 Oak Park Redevelopment Implementation plan which includes the strategies of “Strengthen the Residential Neighborhoods and Community Facilities.”

Environmental Considerations:

California Environmental Quality Act (CEQA): On March 24, 2009, the City Council adopted a Mitigated Negative Declaration (MND) for McClatchy Park Master Plan Update. The current request to transfer land to increase the park acreage was not previously evaluated in the Mitigated Negative Declaration. However, the addition of new acreage for incorporation into the park will not result in impacts over and above what was previously evaluated.

Section 15162 of the CEQA Guidelines provides that an additional Negative Declaration need not be prepared unless subsequent changes are proposed in the project, substantial changes occur with respect to the project circumstances, or new information of substantial importance to the project becomes known or available. As none of the conditions listed above relating to Section 15162 exist; additional environmental review is not required.

The Environmental Services Manager recommends the City Council re-approve the Mitigated Negative Declaration for the McClatchy Park Master Plan and re-adopt the Mitigation Monitoring Plan.

As required by State CEQA Guidelines § 15096(f), the Redevelopment Agency and the Sacramento Housing and Redevelopment Commission have considered the environmental effects of the proposed project as shown in the MND. Because the actions requested of the Redevelopment Agency and the Sacramento Housing and Redevelopment Commission, do not add any new information of substantial importance nor any substantial changes with respect to the circumstances under which the project will be undertaken that would require preparation of supplemental environmental documentation, these recommended actions do not require further environmental review per State CEQA Guidelines § 15162 or 15163.

Sustainability Considerations: The project has been reviewed for consistency with the goals, policies and targets of the Sustainability Master Plan and the 2030 General Plan. If approved, the contents of this report will advance the following goals, policies and targets as follows: the project supports Goal number seven—Parks, Open Space and Habitat Conservation, specifically target number three, to acquire land for

Agreements with City of Sacramento for 3640 and 3648 5th Avenue

additional public green space in underserved neighborhoods and infill development target areas.

Other: As part of the Agency's due diligence, Phase 1 and 2 Environmental Site Assessments were performed at 3640 & 3648 5th Avenue and no further environmental investigations are recommended. The demolition of both properties were found to be categorically excluded under the National Environmental Policy Act (NEPA), according to 24 CFR Part 58.35 (a)(4)(i), and converted to exempt per Section 58.34(a)(12). The disposition of both properties are categorically excluded under NEPA per 24 CFR Part 58.35 (a) (5).

Committee/Commission Action: *Sacramento Housing and Redevelopment Commission:* At its meeting of October 6, 2010 the Sacramento Housing and Redevelopment Commission considered the staff recommendation for this item. The votes were as follows:

AYE: Burruss, Chan, Fowler, Gore, Morgan, Morton, Otto, Rosa, Shah, Stivers

NOES: None

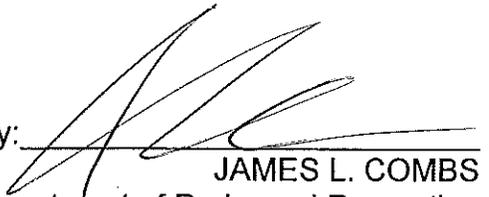
ABSENT: None

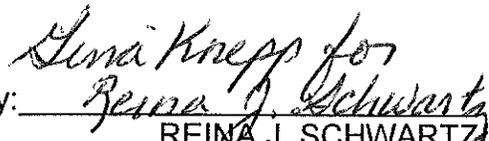
Rationale for Recommendation: The proposed project implements redevelopment and NSP PRP objectives. On March 24, 2009, the City Council approved the McClatchy Park Master Plan Update for this significant community asset. The Agency purchased 3640 and 3648 5th Avenue to eliminate a blighting influence in the neighborhood. These properties present an opportunity to expand the adjacent McClatchy Park by 0.22 acres; an important recreational amenity and asset to the Oak Park community. Additionally, the incorporation of 3640 and 3648 5th Avenue into the park will improve the overall surveillance into the park from 5th Avenue and will provide neighborhood access when developed with park improvements.

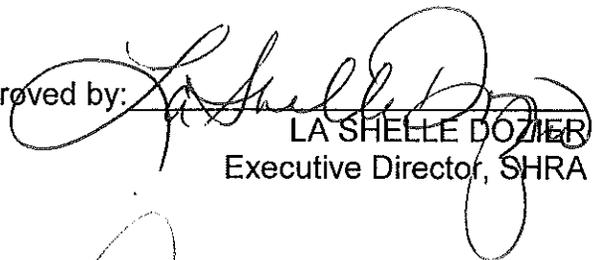
Financial Considerations: The Agency is incurring minimal costs at this time to ensure the properties remain secure until transferred. 3640 and 3648 5th Avenue were acquired under the City Council approved NSP Property Recycling Program for redevelopment purposes. The two properties were purchased with previously approved NSP Property Recycling Program funds. The purchase prices were \$116,000 for 3640 5th Avenue and \$111,870 for 3648 5th Avenue. The properties will be transferred at no cost to the City of Sacramento.

Agreements with City of Sacramento for 3640 and 3648 5th Avenue

M/WBE Considerations: The items discussed in this report have no M/WBE impact; therefore, M/WBE considerations do not apply.

Approved by: 
JAMES L. COMBS
Director, Department of Parks and Recreation

Approved by: 
REINA J. SCHWARTZ
Director, Department of General Services

Approved by: 
LA SHELLE DOZIER
Executive Director, SHRA

Recommendation Approved:


CASSANDRA H.B. JENNINGS
Interim City Manager

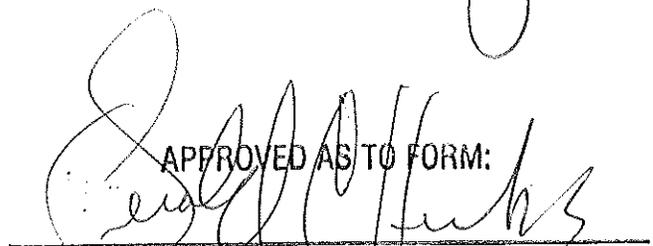
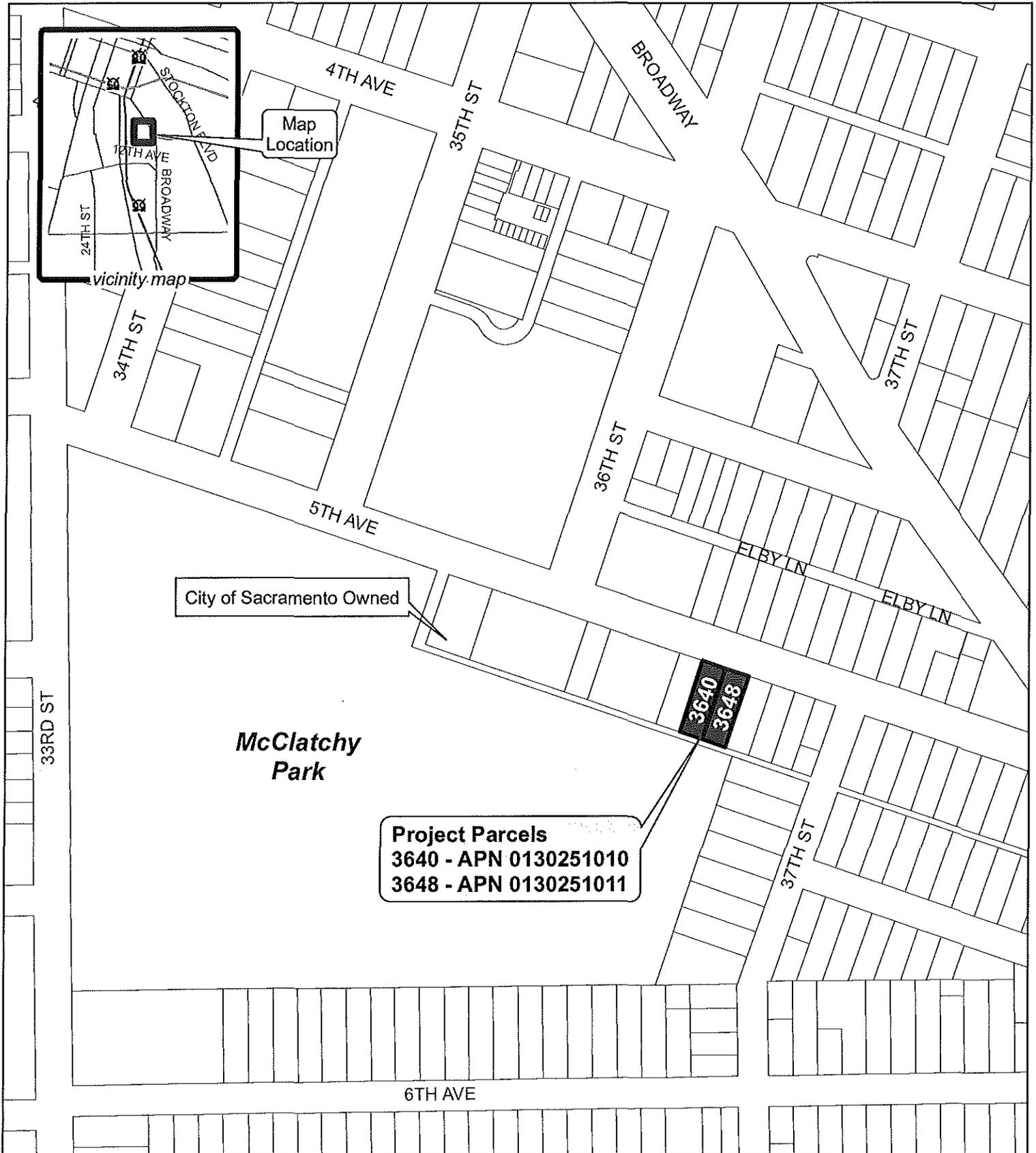
APPROVED AS TO FORM:

CITY ATTORNEY

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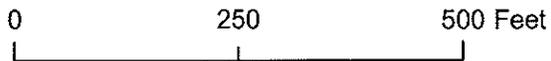


3640 & 3648 5th Ave Oak Park Redevelopment Area



parcels

Parcels: 3640 & 3648 5th Ave



SHRA GIS
September 21, 2010



ATTACHMENT 2

City RESS File No.: ACQ-09-15-00
Project: McClatchy Park
PN/WO.: L19136000/554763
Parcel No.: 013-0251-010 & 011
Escrow No.: 402-27748
Title Company: Placer Title
Date of Preliminary Report: 6/25/10

AGREEMENT FOR TRANSFER OF REAL PROPERTY

This Agreement for Transfer of Real Property is effective as of _____, 2010, and is entered into by and between the Redevelopment Agency of the City of Sacramento, a public body, corporate and politic, and Sacramento Housing and Redevelopment Agency, a joint powers authority, each as their interest may appear, (collectively hereinafter referred to as "Grantor") and the City of Sacramento, a municipal corporation (hereinafter referred to as "Grantee" or "City").

RECITALS

- A. Grantor is the owner of that certain real property located in the City of Sacramento, County of Sacramento, State of California, legally described in Exhibit "A" (Grant Deeds), attached hereto and made a part hereof, ("Property").
- B. Grantor intends to transfer the Property to the City and the City intends to accept the Property from Grantor, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

AGREEMENT

1. Transfer of the Property.

1.1 Subject to the terms and conditions in this Agreement, Grantor agrees to transfer the Property to City and City agrees to accept the Property from Grantor.

1.2 Grantor shall transfer the Property to City at no cost.

1.3 Grantor shall transfer title to the Property to City via Grant Deeds.

1.4 Grantor and City shall enter into a Memorandum of Understanding (MOU) for 3640 & 3648 5th Avenue Property Transfer, a copy of which is attached as Exhibit "C" hereto and made a part hereof.

1.5 Grantor and City shall enter into a Regulatory Agreement for 3640 & 3648 5th Avenue Property Transfer that will be recorded concurrently with the Grant Deeds, a copy which is attached as Exhibit "D" hereto and made a part hereof.

2. Escrow.

2.1 The transfer of the Property to City shall be handled through an Escrow with Placer Title Company, 455 Watt Avenue, Sacramento, CA 95864, (916) 973-1002, Cindy Perez, Escrow Officer , Order Number 402-27748 (hereafter referred to as the "Escrow Holder").

2.2 This Agreement shall, to the extent possible, act as escrow instructions. The parties agree to execute all further escrow instructions required by Escrow Officer, which further instructions shall be consistent with this Agreement, and shall provide that as between the parties, the terms of this Agreement shall prevail if there is any inconsistency. "Close of Escrow" is defined to be date of the recordation of the Grant Deeds from Grantor to City, which shall occur **within forty-five (45) days** of the execution of this Agreement or on such subsequent date mutually agreed to by the parties.

2.3 City shall be responsible for the payment of all closing costs, including, but not limited to documentary transfer taxes, title insurance premiums, escrow fees, and recording fees.

2.4 The close of Escrow is conditioned on the Property being conveyed to City free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind, except: (a) easements or rights-of-way for public roads or public utilities, if any; and (b) items specifically identified in Exhibit B attached hereto, if any. For deeds of trust or similar security interests, in lieu of removal, Grantor may, if approved by City, obtain from each party holding the security interest, by a recordable written instrument, its consent to the terms hereof, and its agreement that its security interest is and shall be subordinate to the terms hereof, and that it is and shall be bound by the covenants and agreements made by Grantor herein.

2.5 Grantor warrants that there are no leases on all or any portion of the Property.

2.6 City at its option and cost may obtain a ALTA/CLTA extended coverage owner's policy of title insurance insuring that clear title to the Property is vested in City upon recording of the Deed.

3. Due Diligence.

City has completed appropriate due diligence of the Property to inspect physical or environmental conditions or aspects of the Property, or any other matter affecting City's decision to purchase the Property. During its due diligence, the City performed an environmental site assessment through its consultant.

4. Grantor's Representations. Grantor makes the following representations and warranties:

4.1. Grantor certifies that it owns full legal title to the Property, and has full power and authority to convey all property rights described herein to City.

4.2. To the best of Grantor's knowledge there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Grantor which could (1) affect Grantor's title to the Property, or any portion thereof, or (2) subject an owner of the Property, or any portion thereof, to liability.

4.3. To the best of Grantor's knowledge there are no uncured notices which have been served upon Grantor from any governmental agency notifying Grantor of any violations of law, ordinance, rule or regulation which would affect the Property or any portion thereof.

4.4. Grantor has no knowledge of any violation of any such law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement arising out of Grantor's ownership or use of the Property, nor of any legal, administrative or other action or proceeding, pending or threatened, affecting the Property and relating to environmental compliance.

4.5. To the best of Grantor's knowledge there is no license, permit, option, right of first refusal or other agreement, written or oral, which affects the Property or any portion thereof.

4.6. To the best of Grantor's knowledge, conveyance of the property rights described herein will not constitute a breach or default under any agreement to which Grantor is bound and/or to which the Property is subject.

Each of the above warranties and representations is material and is relied upon by City. Each of the above representations shall be deemed to have been made as of the date that the Deeds are recorded, and shall survive the recording of the Deeds by a period of two years following the date that the Deeds are recorded. If, before the recording of the Deeds, Grantor discovers any information or facts that would materially change any of these warranties and representations, Grantor shall immediately give notice to City of such facts and information. If any of the foregoing warranties and representations cease to be true before the recording of the Deeds, Grantor shall be obligated to remedy the problem before the recording of the Deeds.

As used in this Agreement, the term "Hazardous Substances" means any substance, material, waste or other pollutant or contaminant that is or becomes designated, classified and/or regulated as hazardous or toxic under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. Any liability associated with the presence of any Hazardous Substances on or adjacent to any portion of the Property shall be governed by the provisions of section 12 below, regardless of whether any inspection, examination, sampling, testing, assessment or other investigation is conducted by City.

5. Indemnification.

Each party (hereafter the "Indemnifying Party") agrees and covenants to indemnify, defend (with counsel acceptable to the other party, which consent shall not be unreasonably withheld), and hold the other party, and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside or staff counsel), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property damage, or violation of any law or regulation resulting from any acts or omissions related to the performance of this Agreement or the occupancy or use of the Property (including, but not limited to, the use, storage, treatment,

transportation, release, or disposal of Hazardous Substances on or about any portion of the Property), by the Indemnifying Party, its officers, employees, agents or any other person or entity employed by or acting on their behalf.

The parties further agree and understand as follows: a party does not, and shall not be deemed to, waive any rights against the other party which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available; the scope of the aforesaid indemnity and hold harmless agreement is to be construed broadly and liberally to provide the maximum coverage in accordance with its terms; no specific term or word contained in this Section 5 shall be construed as a limitation on the scope of the indemnification and defense rights and obligations of the parties unless specifically so provided. The provisions of this Section 5 shall survive the recording of any deeds hereunder.

6. Hold Harmless.

From the date of the transfer of the Property from Grantor to City, City shall defend, pay, indemnify and hold harmless Grantor, its officers, directors, officials, employees, agents, invitees, and volunteers, or any other person acting on behalf of Grantor, from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from claims for damages, including but not limited to loss of life, bodily or personal injury or property damage and costs for investigation, evaluation and cleanup of pollutants arising directly or indirectly out of or from or on account of any occurrence or condition in, upon, at or from the Property subsequent to the date of the transfer of the Property from Grantor to City, except such loss or damage which was caused by the sole negligence or willful misconduct of Grantor.

7. Notices.

Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

To City

Real Estate Services
City of Sacramento
5730 24th Street, Building 4
Sacramento, CA 95822
Attn: Supervisor, Real Estate Services Section

To Grantor

Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814
Attn: Legal Department

8. Amendment. This Agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

9. Attorney Fees. Either party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorney's fees.

10. Recording. Either party may record this Agreement in the Recorder's Office for Sacramento County.

11. Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of the City and Grantor, and their respective successors, assigns, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with the written consent of both parties, and any attempt to assign this Agreement without such consent shall be void.

12. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13. Entire Agreement. The parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the parties to contain all of the terms and conditions agreed to by them with regard to the transfer of the Property to City.

14. Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

IN WITNESS WHEREOF, Grantor and City executed this Agreement on the date hereinabove first written.

Grantor:

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO,
a public body, corporate and politic

By: _____
Print Name: La Shelle Dozier
Title: Executive Director

Dated: _____

**SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY,
a joint powers authority**

By: _____
Print Name: La Shelle Dozier
Title: Executive Director

Dated: _____

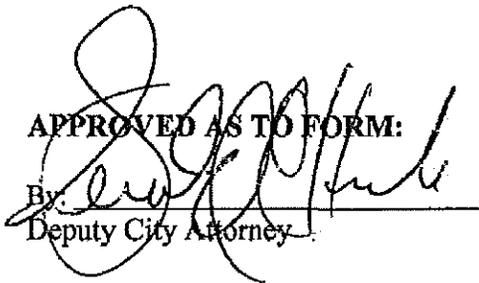
APPROVED AS TO FORM:

Agency Counsel

CITY:

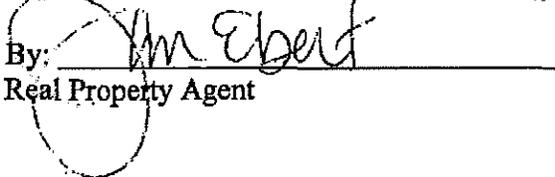
CITY OF SACRAMENTO, a municipal corporation

By: _____
Print Name: _____
Title: _____
For Gus Vina, Interim City Manager
Dated: _____

APPROVED AS TO FORM:
By: 
Deputy City Attorney

RECOMMENDED FOR APPROVAL:

By: 
Supervisor, Real Estate Services Section

By: 
Real Property Agent

ATTEST:

By: _____
City Clerk

Dated: _____

Exhibit "A"

Grant Deeds

RECORDING REQUESTED BY:

THIS SPACE FOR RECORDER'S USE ONLY:

No Fee Document per GC §6103

AND WHEN RECORDED MAIL TO:
AND UNLESS OTHERWISE SHOWN BELOW, MAIL
TAX STATEMENTS TO:

City of Sacramento
Real Estate Services
5730 24th Street, Building 4
Sacramento CA 95814

GRANT DEED

ACQ-09-16-00 402-27748 013-0251-010
City RES File Escrow APN

THE UNDERSIGNED GRANTOR(S) DECLARE(S) (No transfer taxes due, government agency
DOCUMENTARY TRANSFER TAX is **acquiring property RT §11922**)
 computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale.
 Unincorporated area City of , AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, A JOINT POWERS AUTHORITY,

hereby GRANT(s) to:

CITY OF SACRAMENTO, a municipal corporation

the real property in the City of Sacramento, County of Sacramento, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

DATED: , 2010

Sacramento Housing and Redevelopment Agency,
A joint powers authority

La Shelle Dozler, Executive Director

(This area for official notarial seal)

Mail tax statements to: Same as above

nsplop\3640 5th ave\apn 010 sara draft deed to city

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF SACRAMENTO, AND IS DESCRIBED AS FOLLOWS:

LOT 12, AS SHOWN ON THE OFFICIAL AMENDED MAP OF WM. J. LANDERS ADDITION C TO SOUTH SACRAMENTO, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY ON DECEMBER 8, 1903, IN BOOK 5 OF MAPS, MAP NO. 27.

013-0251-010

RECORDING REQUESTED BY:

THIS SPACE FOR RECORDER'S USE ONLY:

No Fee Document per GC §8103

AND WHEN RECORDED MAIL TO:
AND UNLESS OTHERWISE SHOWN BELOW, MAIL
TAX STATEMENTS TO:

City of Sacramento
Real Estate Services
5730 24th Street, Building 4
Sacramento CA 95814

GRANT DEED

ACQ-09-15-00 402-27748 013-0251-011
City RES File Escrow APN

THE UNDERSIGNED GRANTOR(S) DECLARE(S) (No transfer taxes due, government agency
DOCUMENTARY TRANSFER TAX is **acquiring property RT §11922)**
 computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale.
 Unincorporated area City of , AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, A PUBLIC BODY, CORPORATE AND
POLITIC,**

hereby GRANT(s) to:

CITY OF SACRAMENTO, a municipal corporation

the real property in the City of Sacramento, County of Sacramento, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

DATED: , 2010

Redevelopment Agency of the City of Sacramento,
a public body, corporate and politic

La Shelle Dozler, Executive Director

COPY

(This area for official notarial seal)

Mail tax statements to: Same as above

nsp\op\3640 5th ave\ draft deed to city

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 13, AS SHOWN ON THE OFFICIAL AMENDED MAP OF WM. J. LANDERS ADDITION C TO SOUTH SACRAMENTO, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY ON DECEMBER 8, 1903, IN BOOK 5 OF MAPS, MAP NO. 27.

013-0251-011

Exhibit "B"

Title exceptions that are acceptable to the City as shown in Placer Title Company Title Report,
dated June 25, 2010, Order Number 402-27748:

Item(s): 2, 3, 4, and 5

Exhibit "C"

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING FOR
3640/3648 5th AVENUE PROPERTY TRANSFER**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is made and entered into this _____ day of _____ 2010, by and between the **CITY OF SACRAMENTO**, a municipal corporation, hereinafter referred to as "City," and the **SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY**, a joint powers agency, hereinafter referred to as "Agency".

RECITALS

WHEREAS, Agency administers Neighborhood Stabilization Program ("NSP") funds on behalf of the City of Sacramento and has purchased 3640 5th Avenue and 3648 5th Avenue (the Property") with NSP funds; and

WHEREAS, City desires to acquire the Property in order to expand the adjacent McClatchy Park; and

WHEREAS, Agency has an obligation to ensure the redevelopment of the Property consistent with NSP regulations.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

The purpose of this MOU is to set out the scope of work and schedule of performances for the redevelopment of the Property by the City.

2. SCOPE OF WORK

City shall improve the vacant/unimproved Property as an expansion to the existing, adjacent McClatchy Park. Improvements shall include, but are not limited to, new fencing, landscaping and walkways.

3. SCHEDULE OF PERFORMANCES

Site improvements shall take place before or in conjunction with McClatchy Park Phase II improvements; no later than fiscal year 2011/2012. Until such time improvements are made, the unimproved parcels shall be adequately maintained by the City including weed abatement and/or litter/trash removal.

4. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this MOU is intended to create, and nothing herein shall be considered as creating, any partnership, joint venture, or agency relationship between Agency and City.

5. MODIFICATION

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized parties hereof.

6. INDEMNITY

Neither Agency, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, City shall fully indemnify, defend and hold Agency harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this Agreement.

Neither City, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Agency under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Agency shall fully indemnify, defend and hold City harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by Agency under or in connection with any work, authority or jurisdiction delegated to Agency under this Agreement.

7. TERMINATION

This Agreement shall terminate upon completion of all obligations of the parties.

IN WITNESS WHEREOF, the parties entered into this MOU on the day and year first hereinabove appearing.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

CITY OF SACRAMENTO

By: _____
LaShelle Dozier
Executive Director

By: _____
Gus Vina,
Interim City Manager

Approved as to Legal Form:

Approved as to Legal Form:

By: _____
Agency Counsel

By: _____
City Attorney

Exhibit "D"
Regulatory Agreement

NO FEE DOCUMENT:

Entitled to free recording
per Government Code 6103.

When recorded, return to:

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
801 12th Street
Sacramento, CA 95814

**REGULATORY AGREEMENT
FOR NON-RESIDENTIAL DEVELOPMENT
INCLUDING COVENANTS, CONDITIONS AND RESTRICTIONS RUNNING WITH THE LAND**

PROJECT NAME:	3640 & 3648 5 th Avenue Property Transfer
PROJECT ADDRESS:	3640 & 3648 5 th Avenue, Sacramento, CA
PROJECT APN:	013-0251-010-0000 & 013-0251-011-0000
IPA #	2001- ???
EFFECTIVE DATE:	

NOTICE: THIS REGULATORY AGREEMENT IMPOSES COVENANTS, CONDITIONS AND RESTRICTIONS ON THE PROPERTY WHICH STAY WITH THE PROPERTY FOR MANY YEARS, INCLUDING RESTRICTIONS ON THE USE OF THE PROPERTY.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED, AGENCY AND OWNER HAVE ENTERED THIS REGULATORY AGREEMENT AS OF THE EFFECTIVE DATE.

1. **GENERAL.** This Regulatory Agreement includes the Exhibits listed below, which are attached to and incorporated in this Regulatory Agreement by this reference.

2. **DEFINITIONS.** The capitalized terms in this Regulatory Agreement shall have the meanings assigned in the following definitions table and in the body of the Regulatory Agreement. (Terms being defined are indicated by quotation marks.)

TERM	DEFINITION
"Effective Date"	This Regulatory Agreement shall be effective as of the following date:
"Agency"	Sacramento Housing and Redevelopment Agency The Agency is a joint powers authority
"Owner" and "Developer"	City of Sacramento
"Agency Address"	Agency's business address is 801 12 th Street, Sacramento, California 95814
"Owner Address"	Owner's business address is as follows: 915 I Street, 5th Floor, Sacramento, CA 95814
"Jurisdiction"	City of Sacramento
"Property"	That certain real property which is subject to this Regulatory Agreement as further described in the legal description, attached as Exhibit A – Legal Description of the Property.
"Funding Agreement"	Not applicable
	Dated:
"Agency Funding"	Neighborhood Stabilization Program

"Funding Requirements"	N/A
"Term"	The Term of each of the respective covenants, conditions and restrictions contained in this Regulatory Agreement is the term stated in Section 6 below.
"Special Provisions"	<ol style="list-style-type: none"> 1. In the event Owner does not intend to continue to use the Property for its Approved Use, Owner shall provide Agency with six (6) months prior notice of the Owner's intention to change the use. During such notice period, Agency may, at its election: (a) re-purchase the Property; or (b) decline to purchase the property. If the Agency does not respond to Owner's notice within the notice period, Agency shall be deemed to decline to re-purchase the Property. 2. Revenue generated by any sale of a portion or all of the Property shall be treated as program income subject to all program requirements governing use of Neighborhood Stabilization Program ("NSP") funds. In the event that the NSP program has terminated, revenue generated by any sale of a portion or all of the Property shall be treated as program income subject to all program requirements governing use of Community Development Block Grant ("CDBG") funds. In the event of the termination of the CDBG program, such revenue shall be returned to Agency.
"Approved Use"	<p>Owner shall assure that the property is used only for the following Approved Uses:</p> <p>The original approved use for the property: Expansion of McClatchy Park</p>

3. **REPRESENTATIONS.** Agency has provided good and valuable consideration. The funds used by Agency for the Project are funds from public funding sources administered by Agency and their use is subject to certain requirements some of which are embodied in this Regulatory Agreement. This Regulatory Agreement represents a portion of a larger transaction, and is an inextricable part of the larger transaction. Therefore, Agency has undertaken its obligations conditioned upon Owner's agreement, for itself and its successors and assigns, to comply with all provisions of this Regulatory Agreement. Owner has had full opportunity to make itself independently familiar with such limitations and restrictions, and Owner accepts them and agrees to comply fully with them.

4. **COVENANTS.** Owner makes the following covenants. Unless Owner has received the prior written consent of Agency otherwise, Owner shall fully comply with each and every covenant. Except as otherwise stated in this Regulatory Agreement, the following covenants shall have a term that is the same as the longest term specified in the Funding Requirements.

- a. Owner shall use and shall permit others to use the Property only for the Approved Use.

5. **NATURE OF COVENANTS.** The provisions contained in this Regulatory Agreement are covenants that subject and burden the Property, as covenants running with the land. It is intended and agreed that the agreements and covenants provided in the Agreement shall be covenants running with the land and equitable servitudes on the land and that they shall, in any event, and without regard to technical classifications or designation, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, the Agency's successors and assigns, any other governmental entity acting within its authority and any successor in interest to Agency's interest under this Regulatory Agreement against the Owner, its successors and assigns and every successor in interest to all or any part of the Property.

6. **TERM.** The term of this Regulatory Agreement shall commence on the Effective Date and continue until transfer of the Property.

7. **BINDING SUCCESSORS IN INTEREST.** This Regulatory Agreement shall bind and the benefits shall inure to the Owner, its successors in interest and assigns, and to the Agency and its successors for the term of this Regulatory Agreement.

8. **CONTRADICTORY AGREEMENTS.** Owner warrants that it has not, and will not, execute any other agreement with provisions in contradiction or opposition to the provisions of this Regulatory Agreement, and that, in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations stated and supersede any other requirements in conflict with this Regulatory Agreement.

9. **NOTICES.** Written notices and other written communications by and between the parties shall be addressed to the Owner at the Owner Address and to the Agency at the Agency Address or such other address as each respective party has designated by written notice to the other party.

THE PARTIES HAVE EXECUTED THIS REGULATORY AGREEMENT in Sacramento, California as of the date first written above.

OWNER : CITY OF SACRAMENTO

AGENCY: SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

By: _____
Print Name: _____
Title: _____
For Gus Vina, Interim City Manager

By: _____
La Shelle Dozier
Executive Director

Approved as to form:

City Attorney

Approved as to form:

Agency Counsel

Attest:

City Clerk

Dated

[NOTARIZED ACKNOWLEDGEMENTS]



RESOLUTION NO. 2010-

Adopted by the Sacramento City Council

on date of

RE-APPROVING THE MITIGATED NEGATIVE DECLARATION AND RE-ADOPTING THE MITIGATION REPORTING PROGRAM FOR THE MCCLATCHY PARK MASTER PLAN UPDATE

BACKGROUND

- A. On March 24, 2009, the City Council approved the McClatchy Park Master Plan Mitigated Negative Declaration (MND) and Mitigation Monitoring Plan. The Environmental Services Manager has determined that the acceptance of the transfer of title of the two properties located at 3640 and 3648 5th Avenue from the Redevelopment Agency for permanent use of the properties as an expansion of McClatchy Park will not result in impacts over and above what was previously evaluated in the original Mitigated Negative Declaration for the McClatchy Park Master Plan Update; therefore, the Mitigated Negative Declaration should be re-approved and Mitigation Monitoring Plan should be re-adopted. Section 15162 of the CEQA Guidelines provides that an additional Negative Declaration need not be prepared unless subsequent changes are proposed in the project, substantial changes occur with respect to the project circumstances or new information of substantial importance to the project becomes known or available. As none of the conditions listed above relating to Section 15162 exist; additional environmental review is not required.

In compliance with Section 15070(B) (1) of the CEQA Guidelines (14 California Code of Regulations §15000 *et seq.*), the City has incorporated mandatory mitigation measures into the project plans to avoid potential impacts or to mitigate such impacts to a point where clearly no significant impacts will occur. These mitigation measures address potential impacts to Hazards and Cultural Resources.

- B. On October 26, 2010, the City Council conducted a public hearing, for which notice was given pursuant to Sacramento City Code Section 17.200.010(C)(2)(a) (publication) and received and considered evidence concerning the Project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Council finds as follows:

A. The Project initial study identified potentially significant effects of the Project. Revisions to the Project made before the proposed Mitigated Negative Declaration and Initial Study were released for public review were determined by City's Environmental Planning Services to avoid or reduce the potentially significant effects to a less than significant level, and, therefore, there was no substantial evidence that the Project as revised and conditioned would have a significant effect on the environment. A Mitigated Negative Declaration (MND) for the Project was then completed, noticed and circulated in accordance with the requirements of the California Environmental Quality Act (CEQA), the State CEQA Guidelines and the Sacramento Local Environmental Procedures as follows:

1. On November 25, 2008, a Notice of Intent to Adopt the MND (NOI) dated November 25, 2008, was circulated for public comments for 30 days (the Project was referred to in the NOI as the "McClatchy Park Conceptual Master Plan Project"). The NOI was sent to those public agencies that have jurisdiction by law with respect to the proposed project and to other interested parties and agencies, including property owners within 500 feet of the boundaries of the proposed project. The comments of such persons and agencies were sought.
2. On November 25, 2008, the project site was posted with the NOI, the NOI was published in the Daily Recorder, a newspaper of general circulation, and the NOI was posted in the office of the Sacramento County Clerk.

Section 2. The City Council has reviewed and considered the information contained in the MND, including the Initial Study, the revisions and conditions incorporated into the Project, and the comments received during the public review process and the hearing on the Project. The City Council has determined that the MND constitutes an adequate, accurate, objective and complete review of the environmental effects of the proposed project.

Section 3. Based on its review of the MND and on the basis of the whole record, the City Council finds that the MND reflects the City Council's independent judgment and analysis and that there is no substantial evidence that the Project will have a significant effect on the environment.

Agreements with City of Sacramento for 3640 and 3648 5th Avenue

- Section 4. The City Council adopts the MND for the Project.
- Section 5. Pursuant to CEQA Section 21081.6 and CEQA Guidelines Section 15074, and in support of its approval of the Project, the City Council adopts a Mitigation Reporting Program to require all reasonably feasible mitigation measures be implemented by means of Project conditions, agreements, or other measures, as set forth in the Mitigation Reporting Program.
- Section 6. Upon approval of the Project, the City's Environmental Planning Services shall file or cause to be filed a Notice of Determination with the Sacramento County Clerk and, if the Project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to Section 21152(a) of the Public Resources Code and Section 15075 of the State EIR Guidelines adopted pursuant thereto.
- Section 7. Pursuant to Guidelines Section 15091(e), the documents and other materials that constitute the record of proceedings upon which the City Council has based its decision are located in and may be obtained from, the Office of the City Clerk at 915 I Street, Sacramento, California. The City Clerk is the custodian of records for all matters before the City Council.

Table of Contents:

Exhibit A – McClatchy Park Mitigation Reporting Plan



**McClatchy Park Conceptual Master Plan
MITIGATION REPORTING PROGRAM CHECKLIST**

MITIGATION REPORTING PLAN

In January 1989, Assembly Bill 3180 went into effect requiring the City to monitor all mitigation measures included in this Negative Declaration. For this project, mitigation reporting will be performed by the City of Sacramento Parks and Recreation Department in accordance with the monitoring and reporting program developed by the City to implement AB 3180.

This Mitigation Reporting Plan is being prepared by the Planning and Building Department, Environmental Planning Services, 300 Richards Boulevard, 3rd Floor, Sacramento, CA 95811, (916) 808-8419, pursuant to the California Environmental Quality Guidelines, Section 21081.

The Parks and Recreation Department will submit its completed Reporting Plan to the Environmental Planning Services for inclusion in the annual report to the City Council.

Project Name and Number: McClatchy Park Conceptual Master Plan

Project Location: The proposed project site is located at 3520 5th Avenue, west of 37th Street, north of 6th Avenue, east of 33rd Street and south of 5th Avenue, in the East Broadway Community Plan Area, within the Oak Park neighborhood. The project site includes Assessor's Parcel Number 013-025-1002-0000.

Project Description:

The proposed project includes the following activities:

- demolition and removal of existing clubhouse,
- construction of a new clubhouse with approximately 2,500 square feet (to include a youth room, library, tech room, activity room and indoor restroom);
- demolition and removal of the existing pavilion and construction of a new stage/amphitheater with approximately 2,500 square feet (to include changing rooms and prop rooms);
- construction of a new multi-use common area, expanded pool area amenities, expanded playground area, and a new restroom/concession building (approximately 1,000 square feet); and
- installation of new park lighting, new walkways, refurbished sports fields, expanded parking, a jogging trail around the periphery of the park, a skate park and a small dog park.

**McClatchy Park Conceptual Master Plan
MITIGATION REPORTING PROGRAM CHECKLIST**

Mitigation Measure	Reporting Milestone	Reporting/ Responsible Party	VERIFICATION OF COMPLIANCE		
			Initials	Date	Remarks
<p>HAZ-1:</p> <p>A Phase I, Environmental Site Assessment shall be required by a qualified professional to determine the potential of hazardous material contamination including asbestos-containing materials. Prior to any disturbance of on-site building materials (including renovation or demolition) a comprehensive asbestos inspection by a California Asbestos Consultant (CAC) shall be required.</p> <p>In the event that hazardous material contamination is discovered during grading or construction activities, the applicant shall retain a qualified professional to evaluate the type and extent of the hazardous material contamination and make appropriate recommendations, including if necessary, the preparation of a site remediation plan (Pursuant to Section 25401.05 (a) (1) of the California Health and Safety Code). Work within the project site shall not proceed until all identified hazards are managed to the satisfaction of the City of Sacramento and Sacramento County Environmental Management Department.</p> <p>In the event remediation is required, the applicant shall ensure preparation of a site-specific health and safety plan that meets the intent of Occupational Safety and Health Administration hazardous material worker requirements (CCR Title 8). The plan shall be prepared by a qualified professional prior to the commencement of site-disturbing activities. Preparation of a remediation plan shall include a certification that the remediation measures would clean up</p>	<p>Prior to issuance of any grading or building permit, measures identified on plans shall be verified for compliance. The Development Services Department shall assure that measures are identified on construction plans and specifications and confirm compliance</p>	<p>City of Sacramento-Development Services Department;</p> <p>County of Sacramento, Environmental Management Department, Water Protection Division</p>			

**McClatchy Park Conceptual Master Plan
MITIGATION REPORTING PROGRAM CHECKLIST**

<p>the contaminants, dispose of the waste properly, and protect public health in accordance with federal, state and local requirements.</p> <p>In the event that hazardous materials are found onsite, the applicant shall obtain closure and/or No Further Action letters from the appropriate agencies as a condition of approval prior to grading permits from the City of Sacramento.</p>	<p>prior to issuance of any grading or building permit.</p>				
			VERIFICATION OF COMPLIANCE		
Mitigation Measure	Reporting Milestone	Reporting/ Responsible Party	Initials	Date	Remarks
<p>CR-1:</p> <p>In the event that any prehistoric subsurface archeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian and/or mortars are discovered during construction-related earth-moving activities, all work within 50 meters of the resources shall be halted, and the City shall consult with a qualified archeologist to assess the significance of the find. Archeological test excavations shall be conducted by a qualified archeologist to aid in determining the nature and integrity of the find. If the find is determined to be significant by the qualified archeologist, representatives of the City and the qualified archeologist shall coordinate to determine the appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis and professional museum curation. In addition, a report shall be prepared by the qualified archeologist according to current professional standards.</p> <p>CR-2:</p> <p>If a Native American site is discovered, the evaluation process shall include consultation with the appropriate Native American representatives.</p> <p>a. If Native American archeological, ethnographic, or spiritual resources are involved, all identification and treatment shall be</p>	<p>Prior to issuance of any grading or building permit, measures identified on plans shall be verified for compliance. The Development Services Department shall assure that measures are identified on construction plans and specification</p>	<p>City of Sacramento-Development Services Department;</p> <p>Native American Heritage Commission</p>			

**McClatchy Park Conceptual Master Plan
MITIGATION REPORTING PROGRAM CHECKLIST**

<p>conducted by qualified archeologists, who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 CFR 61), and Native American representatives, who are approved by the local Native American community as scholars of the cultural traditions.</p> <p>b. In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. If historic archeological sites are involved, all identified treatment is to be carried out by qualified historical archeologists, who shall meet either Register of Professional Archeologists (RPA), or 36 CFR 61 requirements.</p> <p>CR-3: If a human bone or bone of unknown origin is found during construction, all work shall stop in the vicinity of the find, and the County Coroner shall be contacted immediately. If the remains are determined to be Native American, the coroner shall notify the Native American Heritage Commission, who shall notify the person most likely believed to be a descendant. The most likely descendant shall work with the contractor to develop a program for re-interment of the human remains and any associated artifacts. No additional work is to take place within the immediate vicinity of the find until the identified appropriate actions have taken place.</p>	<p>s and confirm compliance prior to issuance of any grading or building permit.</p>				
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RESOLUTION NO. 2010 -

Adopted by the Sacramento City Council

on date of

**AUTHORIZATION TO EXECUTE A MEMORANDUM OF UNDERSTANDING,
REGULATORY AGREEMENT AND TRANSFER AGREEMENT WITH THE
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY AND
REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO FOR TRANSFER OF
REAL PROPERTY AND ACCEPT THE PROPERTY AT 3640 AND 3648 5TH AVENUE
FROM THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY AND
REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO; AND MAKE
RELATED FINDINGS**

BACKGROUND

- A. The actions contained in this report meet the Neighborhood Stabilization Program (NSP) goal of revitalizing neighborhoods through strategic redevelopment of vacant properties and are consistent with the Oak Park Redevelopment Plan and the adopted 2009-2014 Oak Park Redevelopment Implementation plan which includes the strategies of Strengthening the Residential Neighborhoods and Community Facilities.
- B. On March 24, 2009, the City Council approved a Mitigated Negative Declaration for the McClatchy Park Master Plan Update, accepted the McClatchy Park Master Plan Update and approved funding for the Phase 1 Improvements. The incorporation of 3640 and 3648 5th Avenue into the park will improve natural surveillance into the park and increase recreational park acreage.
- C. On June 16, 2009, the Sacramento City Council authorized the Sacramento Housing and Redevelopment Agency (Agency) to amend and submit changes to the Neighborhood Stabilization Program (NSP) in the 2009 One-Year Action Plan to the U.S. Department of Housing and Urban Development (HUD), authorizing the Agency to establish and implement the Vacant Properties Program, the Block Acquisition and Rehabilitation Programs and the Property Recycling Program to undertake NSP activities.
- D. On June 16, 2009, at a properly noticed public hearing, the Sacramento City Council authorized the Agency to modify the NSP Property Recycling Program Guidelines to allow Agency to purchase foreclosed properties within the NSP Target Areas to be transferred for redevelopment purposes.
- E. On January 12, 2010, the Redevelopment Agency of the City of Sacramento authorized the demolition of 3648 5th Avenue and a Replacement Housing Plan

to replace the demolished residential unit and on October 6, 2010 the Sacramento Housing and Redevelopment Agency approved a Replacement Housing Plan to replace the demolished residential unit located at 3640 5th Avenue.

- F. Proper notice of this action has been given and a public hearing has been held in accordance with Health and Safety Code Section 33431.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. All evidence presented having been duly considered, the findings regarding this action as stated above are approved.
- Section 2. The transfer of the Property is consistent with the goals and objectives of the Property Recycling Program implemented pursuant to the Neighborhood Stabilization Program. This transfer and subsequent redevelopment is also consistent with the Oak Park Redevelopment Plan and is in furtherance of the Implementation Plan for the Project Area and all applicable land use plans, studies and strategies.
- Section 3. The City Manager, or his designee, is authorized to execute a Memorandum of Understanding and Regulatory Agreement for the transfer of property located at 3640 and 3648 5th Avenue with the Sacramento Housing and Redevelopment Agency (Agency).
- Section 4. The City Manager, or his designee, is authorized to enter into an Agreement for Transfer of Real Property with the Agency and the Redevelopment Agency of the City of Sacramento to accept the transfer of property located at 3640 5th Avenue (APN 013-0251-010-0000) and 3648 5th Avenue (APN 013-0251-011-0000), and to carry out all activities reasonably necessary to accomplish this transfer of property, including the execution and recordation of a certificate of acceptance.

RESOLUTION NO. 2010-

Adopted by the Redevelopment Agency of the City of Sacramento

on date of

**AUTHORIZATION TO EXECUTE A MEMORANDUM OF UNDERSTANDING,
REGULATORY AGREEMENT AND TRANSFER AGREEMENT WITH THE CITY OF
SACRAMENTO TO TRANSFER PROPERTY AT 3648 5TH AVENUE FROM THE
REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO TO THE CITY OF
SACRAMENTO; AND MAKE RELATED FINDINGS**

BACKGROUND

- A. The actions contained in this report meet the Neighborhood Stabilization Program (NSP) goal of revitalizing neighborhoods through strategic redevelopment of vacant properties and is consistent with the Oak Park Redevelopment Plan and the adopted 2009-2014 Oak Park Redevelopment Implementation plan which includes the strategies of Strengthen the Residential Neighborhoods and Community Facilities.
- B. On March 24, 2009, the City Council approved a Mitigated Negative Declaration for the McClatchy Park Master Plan Update, accepted the McClatchy Park Master Plan Update and approved funding for the Phase 1 Improvements. The incorporation of 3648 5th Avenue into the adjacent McClatchy Park will improve natural surveillance into the park and increase recreational park acreage.
- C. On June 16, 2009, the Sacramento City Council authorized the Sacramento Housing and Redevelopment Agency (Agency) to amend and submit changes to the Neighborhood Stabilization Program (NSP) in the 2009 One-Year Action Plan to the U.S. Department of Housing and Urban Development (HUD), authorizing the Agency to establish and implement the Vacant Properties Program, the Block Acquisition and Rehabilitation Programs, and the Property Recycling Program to undertake NSP activities.
- D. On June 16, 2009, the Sacramento City Council authorized the Agency to modify the NSP Property Recycling Program Guidelines to allow Agency to purchase foreclosed properties within the NSP Target Areas to be transferred for redevelopment purposes.
- E. On January 12, 2010, the Redevelopment Agency of the City of Sacramento authorized the demolition of 3648 5th Avenue and a Replacement Housing Plan to replace the demolished residential unit.
- F. The Redevelopment Agency finds that the real property acquired by the Agency pursuant to the Property Recycling Program Guidelines will not be required for

Agreements with City of Sacramento for 3640 and 3648 5th Avenue

the Agency's foreseeable needs and may be disposed of to the City of Sacramento Department of Parks and Recreation for the purposes of redevelopment pursuant to Section 33430 of the Health and Safety Code.

- G. On March 24, 2009, the City Council adopted a Mitigated Negative Declaration for McClatchy Park Master Plan Update. As required by State CEQA Guidelines § 15096(f), the Redevelopment Agency has considered the environmental effects of the proposed project as shown in the MND. Because the actions requested of the Redevelopment Agency do not add any new information of substantial importance nor any substantial changes with respect to the circumstances under which the project will be undertaken that would require preparation of supplemental environmental documentation, these recommended actions do not require further environmental review per State CEQA Guidelines § 15162 or 15163. This property disposition is categorically excluded from the National Environmental Policy Act (NEPA), according to 24 CFR Part 58.35 (5), converts to exempt per Section 58.34(a) (12).
- H. Proper notice of this action has been given and a public hearing has been held in accordance with Health and Safety Code Sections 33431.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE REDEVELOPMENT AGENCY RESOLVES AS FOLLOWS:

- Section 1. All evidence presented having been duly considered, the findings, including environmental findings regarding this action as stated above, are approved.
- Section 2. The transfer of the Property is consistent with the goals and objectives of the Property Recycling Program implemented pursuant to the Neighborhood Stabilization Program. This transfer and subsequent redevelopment is also consistent with the Redevelopment Plan and the Implementation Plan for the Oak Park Redevelopment Area and is in furtherance of the Implementation Plan for the Project Area.
- Section 3. The Executive Director, or her designee, is authorized to execute a Transfer Agreement and a Regulatory Agreement for the transfer of property located at 3648 5th Avenue (APN 013-0251-011-0000) with the City of Sacramento.
- Section 4. The Executive Director, or her designee, is authorized to enter into a Memorandum of Understanding (MOU) specifying the scope of work and schedule of performances related to the improvement of 3648 5th Avenue with the City of Sacramento.
- Section 5. The Executive Director, or her designee, is authorized to take all actions reasonably necessary to transfer the property located at 3648 5th Avenue to the City of Sacramento at no cost.