

## **RESOLUTION NO. 2011-020**

Adopted by the Redevelopment Agency  
of the City of Sacramento

April 5, 2011

### **1314 DEL PASO BOULEVARD – LEASE AGREEMENT WITH THE CITY OF SACRAMENTO**

#### **BACKGROUND**

- A. The Redevelopment Agency of the City of Sacramento ('Agency') adopted the North Sacramento Redevelopment Plan ('Redevelopment Plan') in 1992 and a Five-Year Implementation Plan for the North Sacramento Redevelopment Project Area in 2009.
- B. The Agency acquired 1314 Del Paso Boulevard on May 30, 2008, with Tax Increment funds in an effort to eliminate the blighting conditions of vacant and underutilized land. The acquisition is consistent with the Five-Year Implementation Plan.
- C. The Agency demolished the parcel's structures, including a single family home and outdoor carwash in 2008 with the intent to eventually develop the parcels. Since then, the site has been fenced and vacant.
- D. Due to the economic downturn, the Agency has been unable to develop the site.
- E. In 2009, the Del Paso Boulevard Partnership, a Property and Business Improvement District (PBID), approached the Agency to lease the site for overflow parking for events on Del Paso Boulevard including Second Saturday Art Walk.
- F. In December 2009, the Agency entered into a one-year lease with the City of Sacramento. Subsequently, the City sub-leased the two parcels to the Del Paso Boulevard Partnership.
- G. The City of Sacramento and the Del Paso Boulevard Partnership have both expressed an interest in extending the lease agreement. This lease agreement shall be for an interim use and not for development. Therefore, California Health & Safety Code Section 33433 does not apply.
- H. The Lease Agreement is Categorical Exempt under CEQA Guidelines Section 15301. The proposed action to renew this Lease Agreement does not constitute a change in current use of the property, the CEQA findings or does it constitute a substantial change with respect to the circumstances under which the project will be undertaken. Therefore, the recommended actions do not require further environmental review.

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

- Section 1. After a public hearing on April 5, 2011, held pursuant to Health & Safety Code Section 33431 and consideration of the evidence presented, the findings as stated in the Background, above, including the environmental findings regarding this action are approved.
- Section 2. The proposed action is consistent with the goals of the Redevelopment Agency of the City of Sacramento (Agency and Lessor) and this interim use will contribute to the elimination of blighting influences within the North Sacramento Redevelopment Area by preventing deterioration of the property, stopping the spread of blighting conditions and supporting revitalization of business and cultural activities in the Project Area.
- Section 3. The Executive Director, or her designee, is authorized to enter into the Lease Agreement for one year between the City of Sacramento and the Agency to lease the real property at 1314 Del Paso Boulevard (APN: 275-0123-023-0000 and 275-0123-024-0000) for the purpose of temporary parking for and during special events held by the Del Paso Boulevard Partnership and private businesses on Del Paso Boulevard. This authorization shall include any future amendments that may be deemed necessary and appropriate to modify and/or extend the term of the Lease Agreement for an additional one year lease term. Such one year lease term extension may be made no more than four (4) times pursuant to the Lease Agreement and all terms of the Lease.

**Table of Contents:**

Exhibit A: Lease Agreement

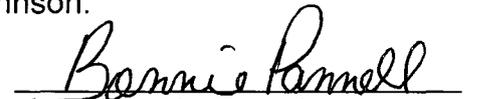
Adopted by the Redevelopment Agency of the City of Sacramento on April 5, 2011 by the following vote:

Ayes: Councilmembers Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer.

Noes: None.

Abstain: None.

Absent: Councilmembers Ashby, Sheedy and Mayor Johnson.

  
Bonnie Pannell, Vice-Mayor

Attest:

  
Shirley Concolino, City Clerk

**LEASE AGREEMENT**

THIS LEASE, dated \_\_\_\_\_, 2011 is between the **REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO** (LESSOR), and the **CITY OF SACRAMENTO**, (LESSEE).

**RECITALS**

- A. LESSOR is the owner of real property known as 1314 Del Paso Boulevard, Sacramento, California in the City of Sacramento, State of California, (the Premises), more particularly described in the Property Description, Exhibit A, attached hereto and incorporated herein (the Premises).
- B. The Premises are located in the North Sacramento Redevelopment Project Area and is subject to the Redevelopment Plan for the Project Area. LESSEE is leasing the Premises from LESSOR, a Redevelopment Agency formed and acting under the Community Redevelopment Law (California Health & Safety Code Sections 33000 *et seq.*) and that this lease is governed by the Community Redevelopment Law.
- C. The purpose of this lease is to temporarily utilize vacant LESSOR property in support of activities that eliminate or mitigate blighting conditions in the Project Area.

AGREEMENT

**1. LEASE TERM:**

- A. LESSOR grants to LESSEE a tenancy of the Premises for ONE (1) year commencing according to the Schedule in Section 2, below.
- B. LESSOR shall have the right to cancel this Lease at no cost or penalty by giving LESSEE thirty (30) days written notice.
- C. LESSEE understands and acknowledges that LESSOR intends to redevelop property, including the Premises, as soon as redevelopment becomes feasible. This lease, and the use contemplated by this lease, is therefore temporary in nature. LESSEE shall not by this lease, or otherwise, be entitled to relocation benefits or replacement parking resulting from the expiration or termination of this lease.
- D. There shall be no holdover beyond the initial lease term. Further use and enjoyment of the premises beyond the initial one year term may be granted by Agency's Executive Director at her sole discretion, for four additional one year terms.

**2. SCHEDULE:**

The lease term shall commence when the Premises are prepared for use, or the date LESSEE takes possession of the premises, whichever occurs first and in no instance later than April 1, 2011.

**3. RENTAL RATE:**

Consideration for this LEASE shall be the installation and maintenance of temporary parking. There will be no monetary charge.

LESSEE shall at all times during this LEASE be responsible for and maintain and clean the planter and the tree and/or plants located on the premises.

**4. USE:**

A. LESSEE accepts the Premises in its present "as is" condition and LESSOR is under no obligation to undertake any improvements including those necessary to make the Premises suitable for LESSEE's intended use. LESSEE, at its sole cost, shall maintain Premises in good condition and keep free of garbage and debris.

B. The Premises shall be used by LESSEE only for the purposes of parking during special events, including but not limited to Second Saturday events and overflow parking for special events held by the Del Paso Boulevard Partnership and the private businesses on Del Paso Boulevard. The Premises shall be used for no other purpose without LESSOR's written consent.

C. There shall be no overnight parking on the Premises.

**5. ALTERATIONS BY LESSEE:**

LESSEE may make no alterations to the leased premises without the prior written consent of LESSOR.

**6. UTILITY SERVICE PAYMENT:**

The LESSEE is responsible for the payment for any and all utilities required LESSEE's use including but not limited to water, electricity and drainage.

**7. MUTUAL INDEMNIFICATION:**

Neither LESSOR 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 LESSEE under this Agreement. It is also understood that, pursuant to Government Code Section 895.4, LESSEE shall fully indemnify, defend and hold LESSOR harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by LESSEE under or in connection with any work, authority or jurisdiction delegated to LESSEE under this Agreement.

Neither LESSEE 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 LESSOR under this Agreement. It is

also understood that, pursuant to Government Code Section 895.4, LESSOR shall fully indemnify, defend and hold LESSEE harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by LESSOR under or in connection with any work, authority or jurisdiction delegated to LESSOR.

LESSEE agrees to indemnify, defend and hold LESSOR and LESSOR'S governing boards, employees, agents and contractors harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments arising by reason of any death, bodily injury, personal injury, or property damage resulting from any cause occurring in or about or resulting from an occurrence in or about Premises during the Lease Term; the negligence or willful misconduct of LESSEE or LESSEE's agents, employees, and contractors wherever it occurs; or, an Event of LESSEE's Default.

The provisions of this Section 7 shall survive the expiration or sooner termination of this Lease.

**8. INSURANCE:**

LESSOR and LESSEE, at their sole cost and expense, shall carry insurance—or self-insure—its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent program self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

**9. REPAIR CONTRACT:**

LESSOR shall designate sources to be called when repairs to the Premises are required. The sources shall be called in the event LESSEE is unable to contact LESSOR within a reasonable time.

**10. RISK OF HAZARDS:**

LESSEE shall not do anything on the Premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction.

LESSEE shall not do anything on the Premises, nor bring or keep anything thereon or use or apply chemical or hazardous materials on the Premises.

**11. LESSEE OWNED ITEMS:**

All permanent fixtures, partitions or other improvements made or installed under the requirements of this Lease, by either LESSOR or LESSEE, shall remain the property of the LESSOR. LESSEE shall repair any damage to the leased premises resulting from removal of any fixture, partition or other improvement installed by LESSEE.

**12. WRITTEN COMMUNICATIONS:**

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first class, certified mail.

Such matters shall be addressed to the other party at the following address:

<b><u>To LESSOR at:</u></b>	<b><u>To LESSEE at:</u></b>
Redevelopment Agency of the City of Sacramento 801 12 <sup>th</sup> Street Sacramento, CA 95814  Phone No. (916) 440-1322 Fax No. (916) 447-2261	City of Sacramento Parking Services Division 300 Richards Blvd. 2 <sup>nd</sup> Floor Sacramento, CA 95811  Phone No. 916-808-5110 Fax No. 916-808-5115

or such other address as a party may designate to the other by notice.

B. Any matter mailed pursuant to this paragraph shall be deemed communicated within forty-eight (48) hours from the time of mailing.

**13. RIGHT AND REMEDY:**

No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provisions of the Lease.

**14. RULES AND REGULATIONS:**

LESSEE'S occupancy and use of the Premises shall at all times be conducted in manner that is in compliance with applicable statues, regulations and ordinances. Violation of these Rules and Regulations will be a default by LESSEE, in which case LESSOR may terminate this Lease on 48 hours written notice.

**15. SUBLEASE**

LESSOR shall allow LESSEE to assign or sublease its interest in this agreement. Any document to transfer, sublet, or assign the Premises or any part thereof shall incorporate directly or by reference all the provisions of this Lease including but not limited to the insurance requirements.

**LESSOR:**  
 REDEVELOPMENT AGENCY OF  
 THE CITY OF SACRAMENTO

**LESSEE:**  
 PARKING DIVISION, CITY OF SACRAMENTO

By: \_\_\_\_\_  
LaShelle Dozier, Executive Director

By: \_\_\_\_\_  
Jerry Way, Director of Transportation

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM

\_\_\_\_\_  
AGENCY COUNSEL

By: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_