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DEPARTMENT OF PARKS
AND COMMUNITY SERVICES

CITY OF SACRAMENTO
CALIFORNIA

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SUITE 400
SACRAMENTO, CA
95814-2977

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DIRECTOR

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G. ERLING LINGGI
ASSISTANT DIRECTOR

WALTER S. UEDA
DEPUTY DIRECTOR

DIVISIONS:
GOLF
CROCKER ART MUSEUM
HISTORY AND SCIENCE
METROPOLITAN ARTS
SACRAMENTO ZOO
PARKS AND RECREATION
• NORTH
• SOUTH
• CITY-WIDE

January 3, 1991

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

Honorable Members in Session:

SUBJECT: Joint Use Agreement for Bannon Creek Parkway Phase II (LB86)

SUMMARY

This report provides information relating to the development of Bannon Creek Parkway Phase II. Further, this report recommends that the City Council authorize the City Manager to execute an agreement between the City and the Natomas Union School District for joint use of the site.

BACKGROUND INFORMATION

Bannon Creek Parkway is a 16.02 acre linear parkway located in the South Natomas area of Sacramento, between Azevedo Drive to the west, Truxel Road to the east, and San Juan Road to the north and West El Camino Avenue to the south (Exhibit A). The Bannon Creek Parkway Phase II project consists of constructing a one mile long bikeway, a children's play area, and picnic areas, as well as landscaping open areas. The parkway is adjacent to Jefferson Elementary School owned by the Natomas Union School District. In order to provide a greater recreational opportunity to the South Natomas community, the Department of Parks and Community Services has negotiated a joint use agreement with the Natomas Union School District for the combined area to be used jointly as a neighborhood recreation area. As with all joint use agreements, the City will have priority use during non-school times. This agreement will allow for the relocation of the existing chain link fence approximately eight feet (8') to the west, into the Jefferson Elementary School property (Exhibit B). Relocation of the fence will allow for the development of the bikeway with less disturbance to the native vegetation, and will also allow for better bicycle

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access to Jefferson Elementary School and to the future South Natomas Park. The City will pay for all costs associated with relocating the chain link fence.

The Natomas Union School District will be responsible for maintaining the relocated chain link fence as well as it's property to the west of the fence. The City will be responsible for maintaining it's property as well as the School District's property east of the relocated chain link fence.

The governing board of the Natomas Union School District approved the joint use agreement for Bannon Creek Parkway on September 12, 1990.

FINANCIAL DATA

Funds for relocating the chain link fence, which is estimated at \$3,000, are available in the CIP project (LB86).

POLICY CONSIDERATIONS

Provisions of this agreement are consistent with other city/school district joint use agreements.

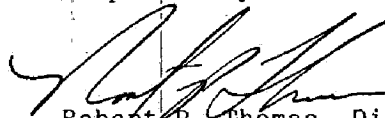
MBE/WBE EFFORTS

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

RECOMMENDATION

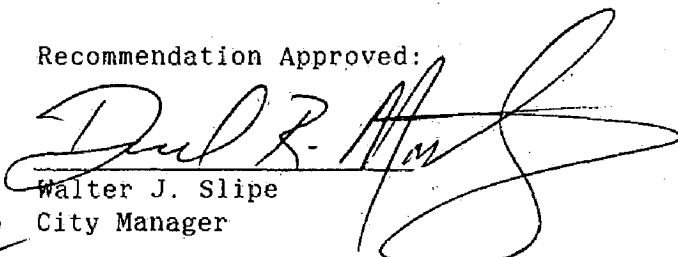
It is recommended that the City Council, by resolution, authorize the City Manager to execute an agreement between the City and the Natomas Union School District for joint use of the 16.02 acre parcel of city-owned land and the adjacent 9.28 acre parcel of district-owned land for the development of Bannon Creek Parkway Phase II.

Respectfully submitted,



Robert P. Thomas, Director
Parks and Community Services

Recommendation Approved:



Walter J. Slipe
City Manager

RPT:MM:ja

January 3, 1991
District No. 1

Contact Person: Walt Ueda, Deputy Director - 449-5385

K:Year/MMR8ann1.doc

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT BETWEEN THE
CITY AND NATOMAS UNION SCHOOL DISTRICT

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

That the City Manager is hereby authorized and directed to execute an agreement on behalf of the City of Sacramento between the City and the Natomas Union School District for joint use of the 16.02 acre parcel of City-owned land and the adjacent 9.28 acre parcel of District-owned land for the development of Bannan Creek Parkway Phase II.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

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NO.	DESCRIPTION	DATE BY

DESIGNED BY: LANDSCAPE ARCHITECT
 DATE: _____
 FIELD BOOK: _____
 SCALE: 1" = 200'

CITY OF SACRAMENTO
 DEPARTMENT OF COMMUNITY SERVICES



BANNON CREEK PARKWAY
 PHASE II

SHEET: _____
 PARTS: _____

SITE PLAN

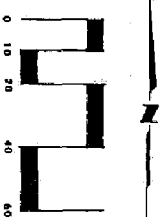
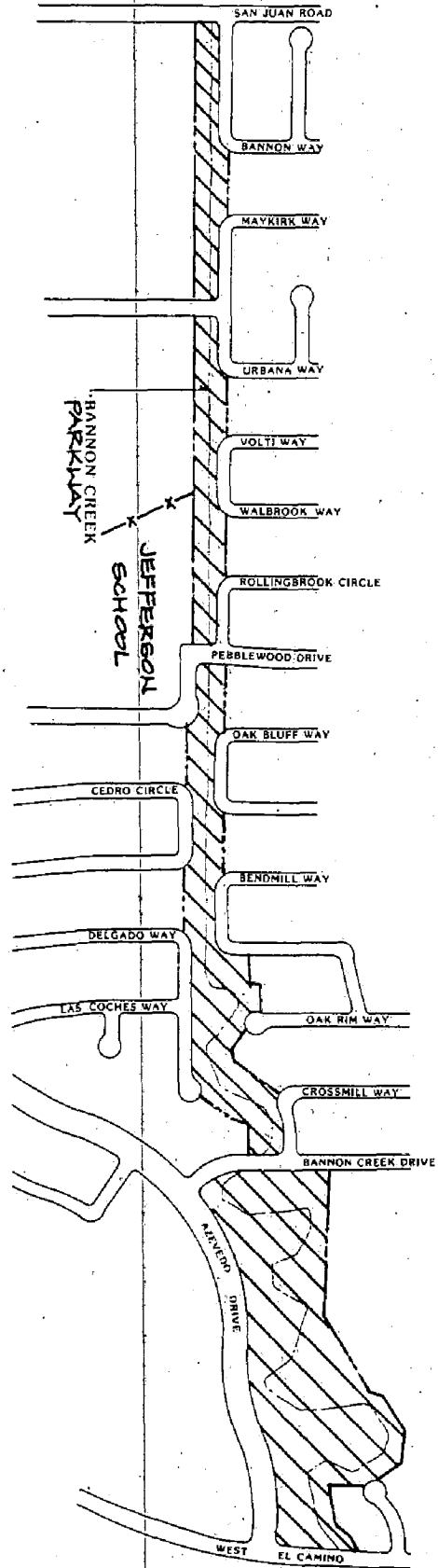
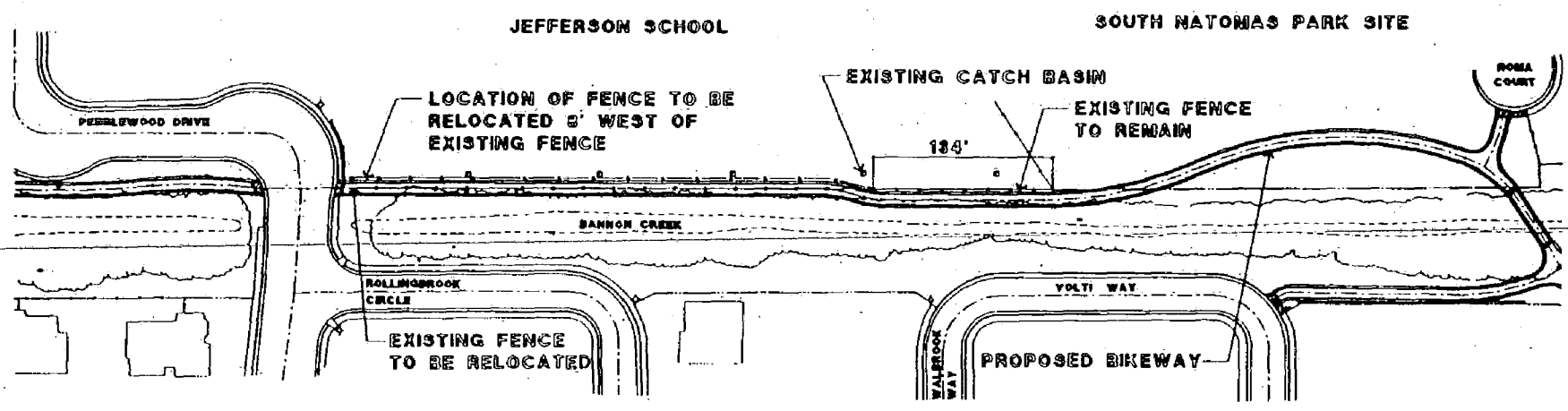
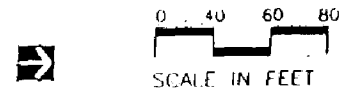


EXHIBIT A

EXHIBIT B



LAYOUT PLAN
SCALE: 1"=40'



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BANNON CREEK PARKWAY JOINT USE AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of September, 1970, by and between the CITY OF SACRAMENTO, a municipal corporation, hereinafter called "CITY," and the NATOMAS UNION SCHOOL DISTRICT, a political subdivision, hereinafter called "DISTRICT."

RECITALS

1. The DISTRICT owns property consisting of approximately 9.28 acres of land which abuts and is contiguous with a section of 16.02 acres of land owned by the CITY. Said land is located at the intersection of Pebblewood Drive and Rollingbrook Circle in the City of Sacramento.
2. DISTRICT and CITY desire that the combined area be jointly used as a DISTRICT/CITY neighborhood recreation area with CITY funding development through its Department of Parks and Community Services.
3. DISTRICT and CITY have authority to enter into park and recreation joint use and development agreements pursuant to California Education Code Sections 10900 et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the acts and promises contained herein, the parties agree as follows:

1. TERM. This agreement shall be effective upon signature by both parties and shall be automatically renewed each year unless either party terminates this agreement by giving ninety (90) days prior written notice thereof to the other party.
2. MASTER PLAN. The CITY has developed a master plan for the Park. During development of the master plan, public meetings were held at which there was opportunity for public comment regarding park development and usage.
3. CONSTRUCTION. CITY shall construct and install the improvements described in the master plan with DISTRICT cooperation as follows:
 - (a) CITY will relocate DISTRICT'S four-foot high chain link fence as shown on Exhibit A.
 - (b) CITY will regrade DISTRICT property on the east side of the relocated fence to accommodate a bike trail and achieve positive drainage.
 - (c) CITY will relocate DISTRICT'S irrigation heads along relocated fence line as necessary for proper operation.
4. MAINTENANCE AND REPAIRS. The DISTRICT shall have the obligation to maintain and repair the existing and relocated four-foot high chain link fences and the DISTRICT property west of the aforementioned fences. The CITY shall maintain and repair the DISTRICT and CITY property, including all improvements installed by CITY, east of the existing and relocated four-foot high chain link fences.

5. PRIORITIES OF USE. Priority of use shall be consistent with the Joint Use and Development Agreement between Natomas Union School District and the City of Sacramento entered into November 3, 1982, by Council Resolution No. 82-753. A copy of this agreement (City Agreement No. 82040) is attached as Exhibit B.

6. DISPOSITION OF IMPROVEMENTS UPON TERMINATION. Disposition of improvements upon termination shall be consistent with the Joint Use and Development Agreement between Natomas Union School District and the City of Sacramento entered into November 3, 1982, by Council Resolution No. 82-753. A copy of this agreement (City Agreement No. 82040) is attached as Exhibit B.

7. INDEMNIFICATION. Indemnification shall be consistent with the Joint Use and Development Agreement between Natomas Union School District and the City of Sacramento entered into November 3, 1982, by Council Resolution No. 82-753. A copy of this agreement (City Agreement No. 82040) is attached as Exhibit B.

8. NOTICES. Any notices required or desired to be served hereunder shall be deemed served when placed in the U.S. Mail, first-class postage prepaid, as follows:

To DISTRICT: Natomas Union School District
1515 Sports Drive, Suite 1
Sacramento, Ca 95834

To CITY: City Manager
915 I Street, Room 101
Sacramento, CA 95814

With a Copy to: Director of Parks and Community Services
1231 I Street, Suite 400
Sacramento, CA 95814-2977

CITY

DISTRICT

By _____
Walter J. Slipe, City Manager

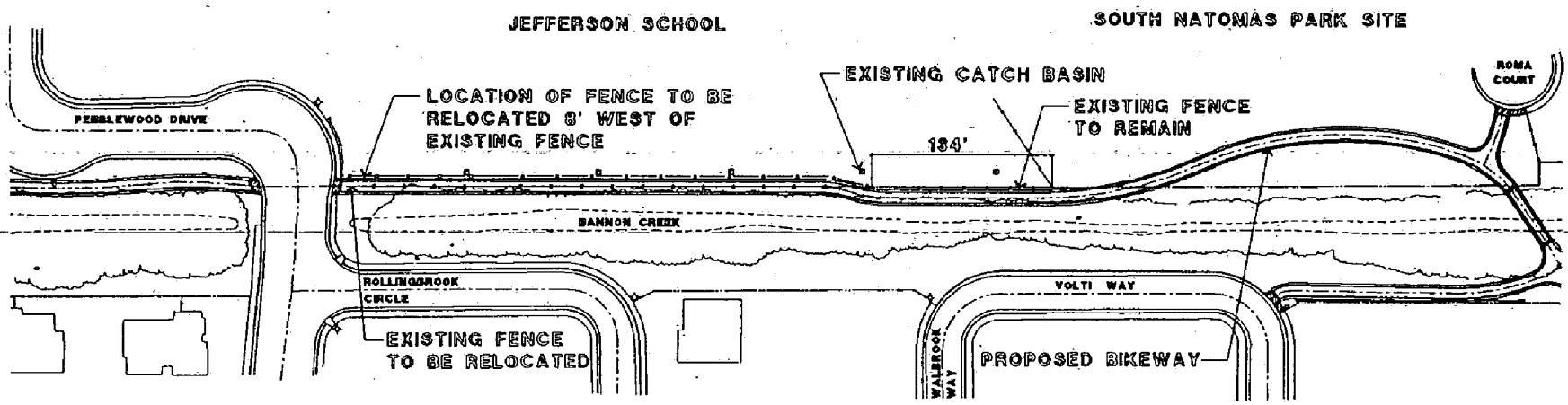
By *L.H. Donald*
Its *Superintendent*

ATTEST:

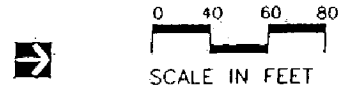
APPROVED AS TO FORM:

City Clerk

Deputy City Attorney



LAYOUT PLAN
SCALE: 1"=40'



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AGREEMENT

NATOMAS UNION SCHOOL DISTRICT AND CITY OF SACRAMENTO
JOINT USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of November, 1982, by and between the CITY OF SACRAMENTO, a municipal corporation, hereinafter called "CITY" and the NATOMAS UNION SCHOOL DISTRICT, hereinafter called "DISTRICT".

WITNESSETH

WHEREAS, the CITY, through its Department of Community Services, and the DISTRICT are mutually interested in providing an adequate program of community recreation under the sponsorship of the CITY; and

WHEREAS, Education Code Section 10900 et seq authorizes and empowers cities and public school districts to cooperate with one another for the purpose of authorizing, promoting and conducting programs of community services which will contribute to the attainment of general recreational and educational objectives for children and adults of this State, and to enter into agreements with each other for such purpose; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds full cooperation between CITY and DISTRICT is necessary.

NOW, THEREFORE, in consideration of the promises herein CITY and DISTRICT agree as follows:

1. USE OF SCHOOL DISTRICT FACILITIES: DISTRICT shall make available to CITY for community recreation activities all school facilities within the City limits of the City of Sacramento which are suitable for community recreational activities. Such areas shall be selected by the Director of the Department of Community Services of CITY (hereinafter called "DIRECTOR") or his designated representative, subject to the approval of the District Superintendent of the District (hereinafter called "SUPERINTENDENT"). District shall allow CITY to use other selected school building facilities within the CITY limits of the City of Sacramento which are suitable for community recreation subject to the approval of the Superintendent.

CITY AGREEMENT NO. _____

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The use of selected school facilities shall be in accordance with the regular procedures of DISTRICT in granting permits for use of school facilities as provided for by the laws of the State of California and the rules and regulations of the Governing Board of DISTRICT.

2. USE OF CITY PROPERTY. CITY shall make available to DISTRICT for school events, activities or programs all CITY recreation facilities which are suitable for said events, activities or programs. The facilities shall be selected by the Superintendent, subject to the approval of the Director.

The use of selected CITY facilities with the exception of enterprise facilities shall be in accordance with the regular procedures of CITY in granting permits for the use of CITY facilities as provided for by ordinances, rules and regulations of the CITY.

3. SCHEDULING, PRIORITY AND FEES. A schedule of dates for the use of DISTRICT school facilities within the CITY limits, by CITY will be prepared in advance by CITY. A schedule of dates for the use of CITY facilities by DISTRICT will be prepared in advance by DISTRICT. In each case the schedule shall be arranged in order to avoid conflict between recreation and school use.

In scheduling of the use of school facilities, school events and programs shall have first priority, recreation programs established by CITY shall have second priority, and any other events by other clubs or agencies shall have priority thereafter. In scheduling the use of CITY facilities, CITY sponsored activities shall have first priority; school events and programs shall have second priority, and any other events by other clubs and agencies shall have priority thereafter.

Notwithstanding any other provisions of this agreement or applicable DISTRICT and/or CITY procedures, policies, rules or regulations, all usage provided for by this agreement shall be fee-exempt for both parties.

4. SUPERVISION AND SUPPLIES. CITY shall provide adequate personnel to supervise CITY sponsored recreational activities conducted on school facilities. Personnel employed by CITY shall be under the supervisor of CITY. The school principal of any

particular site being used will be advised in the planning and administration of a recreation program to be conducted by CITY on or in the facilities under the principal's jurisdiction.

DISTRICT shall provide adequate personnel to supervise DISTRICT activities conducted on CITY property. Such DISTRICT personnel shall be under the supervision of DISTRICT.

CITY shall furnish and supply all expendable materials necessary for carrying on community recreational programs for all ages on the facilities under supervision of the CITY.

DISTRICT shall furnish and supply all expendable materials necessary for carrying on community recreation programs for all ages on the facilities under supervision of the DISTRICT.

5. IMPROVEMENTS TO DISTRICT PROPERTY.

City may install sprinkler systems, turfing, playground equipment, fencing, and additional recreational equipment on DISTRICT facilities provided such installation is not in conflict with school use and subject to approval of the Superintendent. All such improvements and facilities constructed or placed on DISTRICT property shall be available to DISTRICT to use for school purposes during such time as the property is not being used by CITY. All such improvements and facilities constructed or placed on DISTRICT property shall be available and open to the general public at all times when not being used for school scheduled events. The cost of maintaining any such improved areas shall be apportioned to CITY and DISTRICT as determined by the relative use of said areas. CITY and DISTRICT shall each maintain such areas in good condition during the period of their respective responsibility. Any permanent improvements or equipment installed or erected on DISTRICT premises by CITY shall remain the property of CITY. In the event that the DISTRICT terminates this agreement or disposes of the property and/or requires for its exclusive use the property on which CITY has made improvements, CITY shall have the following options: (a) Remove the improvements, or any portion thereof, and restore the DISTRICT's property to at least as good a condition

as existed prior to the construction or installation of such improvements, normal wear and tear excepted, at CITY's cost and expense; (b) Require the DISTRICT to reimburse the CITY for the actual costs of the improvements as documented by work orders contracts and/or purchase orders issued by the CITY.

6. INDEMNIFICATION. Each party hereto shall indemnify and hold harmless the other party, its officers, agents or employees, from any and all liability, damage, cost or expense which any indemnified party shall become obligated to pay by reason of injury to property or injury or death to persons received or suffered as a result of the use of property by the indemnitor pursuant to this agreement. Further, each party hereto shall be responsible for any and all damage to the property of the other party resulting from such liable party's use of facilities pursuant to this agreement.

7. TERM. This agreement shall be effective upon signature by both parties and shall be automatically renewed each year unless either party terminates this agreement by giving ninety (90) days prior written notice thereof to the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF SACRAMENTO, a municipal corporation

By Walter J. Slive
CITY MANAGER

ATTEST:

Jessie Mayan
CITY CLERK

City Agreement No. 82040

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NATOMAS UNION
SCHOOL DISTRICT

By Myron E. Cross
Its District Superintendent

APPROVED AS TO FORM:

J. P. Wray
ASSISTANT CITY ATTORNEY

RESOLUTION NO. 82--753

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

NOV 3 1982

RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF SACRAMENTO
AND NATOMAS UNION SCHOOL DISTRICT FOR
JOINT USE AND DEVELOPMENT OF RECREATIONAL FACILITIES

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

That the City Manager is hereby authorized and directed to execute
an Agreement between the CITY OF SACRAMENTO and the NATOMAS UNION SCHOOL
DISTRICT providing for the joint use and development of recreational
facilities.

PHILLIP L. ISENBERG

MAYOR

ATTEST:

LORRAINE MAGANA

CITY CLERK

CERTIFIED AS TRUE COPY
of Resolution No. 82-753

DEC 1 1982

DATE CERTIFIED
Anne J. Mason
CITY CLERK, CITY OF SACRAMENTO