CITY OF SACRAMENTO



DEPARTMENT OF COMMUNITY SERVICES

SACRAMENTO, CA 95817

MAR 2 6 1980

CROCKER ART MUSEUM DIVISION
GOLF DIVISION
METROPOLITAN ARTS DIVISION
MUSEUM AND HISTORY DIVISION
RECREATION DIVISION
PARKS DIVISION
ZOO DIVISION

SOLON WISHAM, JR.

3520 FIFTH AVENUE

(916) 449-5200

March 25, 1980

City Council Sacramento, Cálifornia

Honorable Members in Session:

SUBJECT: SIERRA SCHOOL PLAYGROUND LEASE

SUMMARY

This report recommends City Council approval of a lease between the City and the Sacramento City Unified School District for an area of approximately 3.1 acres commonly known as the Sierra School Playground.

BACKGROUND

Pursuant to direction of the Council Budget and Finance Committee, the City staff prepared a lease for the Sierra School Playground consisting of approximately 3.1 acres. The proposed lease, for a period of five years, was forwarded to the Sacramento City Unified School District for consideration and approval.

On Monday, March 24, 1980, the Board of Education of the City School District approved the attached lease as originally submitted by the City staff.

FINANCIAL DATA

The terms of the lease require no rent from the City for the use of the subject playground area. However, the City assumes all cost of maintenance and operation of the real property. The immediate cost assumed by Parks Division is estimated at \$12,000 per year, exclusive of administrative overhead, equipment amortization and insurance.

APR 1 1980

OFFICE OF THE

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City Council Page Two March 25, 1980

RECOMMENDATION

It is recommended that the City Council, by resolution, authorize the City Manager to execute a lease between the City and the Sacramento City Unified School District for the Sierra School Playground area.

Respectfully submitted,

SOLON WISHAM, JR., Director Department of Community Services

Recommendation Approved:

WALTER J. SLIPE

City Manager

April 1, 1980 District 5

SW:ket

Attachments

RESOLUTION NO. 80.194

Adopted by The Sacramento City Council on date of

April 1, 1980

RESOLUTION APPROVING LEASE BETWEEN CITY OF SACRAMENTO AND SACRAMENTO CITY UNIFIED SCHOOL DISTRICT FOR PLAYGROUND AREA AT SIERRA SCHOOL

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

- That certain lease between the City of Sacramento and the Sacramento City Unified School District for the use of the playground area at Sierra School is hereby approved.
- 2. The City Manager is authorized and directed to execute that certain lease document on behalf of the City of Sacramento.

	MAYOR	
ATTEST:		
CITY CLERK		





LEASE

THIS LEASE made and entered in duplicate original this

day of February, 1980, between SACRAMENTO CITY UNIFIED SCHOOL

DISTRICT, a political subdivision of the State of California,

hereinafter referred to as "Lessor," and CITY OF SACRAMENTO, a

municipal corporation, hereinafter referred to as "Lessee".

RECITALS:

WHEREAS, Lessee desires to lease the hereinafter described real property for the purpose of utilizing said property for recreational uses; and,

WHEREAS, Lessor is willing to lease said property upon the terms and conditions hereinafter set forth; and,

WHEREAS, said property will not be needed for school classroom buildings; and,

WHEREAS, Lessor is authorized by Chapter 10 of part 7 of
Division 1 of Title 1 of the Education Code pertaining to community
recreation programs to enter into this lease and by Section 39500
of the Education Code;

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

- 1. <u>Lease of Property</u>. Lessor hereby leases to Lessee that certain real property, (the playground area at Sierra School), described on Exhibit A attached hereto and by this reference incorporated herein.
- 2. Term of Lease. The term of this lease shall be for a period of five (5) years from _______, 1980 to and including , 1985.

- 3. <u>Use of Premises</u>. Said real property is leased solely for recreational uses and purposes.
- 4. <u>Damages Hold Harmless</u>. Lessee assumes full responsibility for the condition of the property and any activity conducted thereon by Lessee or others during the term of this lease, and Lessee agrees to indemnify and hold Lessor free and harmless from any damage or injury to persons or property arising from the condition or use of the said property, or from any activity thereon during Lessee's possession thereof.
- 5. <u>Subleasing</u>. Lessee shall not sublease said property or permit the same or any part thereof to be subleased, either voluntarily or involuntarily.
- 6. <u>Nuisance</u>. Lessee agrees that it will not do or suffer to be done in or upon said leased property any activity which is a nuisance.
- 7. Improvements. All improvements installed or constructed upon the said premises, and capable of removal without damage to the premises may be removed by Lessee upon expiration of the term of this lease. If said improvements are not removed within thirty (30) days from the expiration of this lease, title of said improvements shall vest in Lessor.
- 8. Successors in Interest. This lease shall inure to and bind the successors in interest of the parties hereto in the same manner as if such parties had been expressly named herein.

IN WITNESS WHEREOF, the parties hereto have subscribed

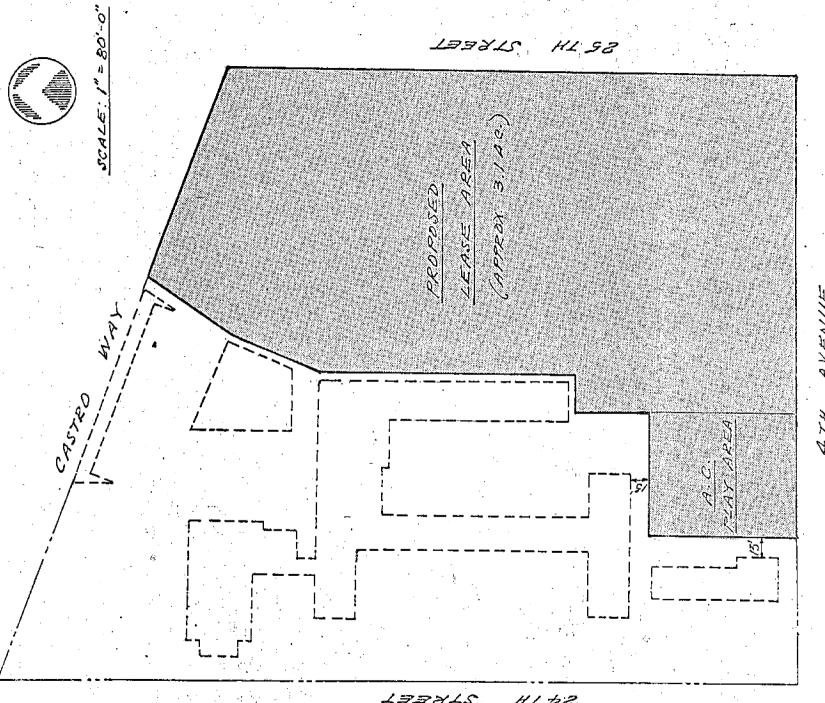
this lease the day, month and	year first above wiltem.
"Lessor"	SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California
•	By President, Board of Education
"Lessee"	CITY OF SACRAMENTO, a municipal corporation
	ByCITY MANAGER
ATTEST:	
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CITY CLERK -	-
APPROVED AS TO FORM:	
Assistant City Attorney	-

SIERRA SCHOOL PLAYGROUND AREA

A leasehold for landscaped and paved playground areas at Sierra School.

That portion of the Northwest 1/4 of Section 18, Township 8 North, Range 5 East, described as follows:

Beginning at a monument located at the intersection of 4th Avenue and 25th Street on a bearing of North OO degrees 08' 30", West 21.05 feet along the center line of 25th Street, thence South 89 degrees 44' 40" East 21.01 feet to the point of beginning at the back edge of the sidewalk; thence from said point North 00 degrees 08' 30" West 457.66 feet along the back edge of sidewalk on 25th Street; thence North 70 degrees 34' 30" West 182.24 feet along the back edge of sidewalk on Castro Way; thence South 34 degrees 31' 50" West 80.20 feet along the east edge of the sidewalk on the east end of parking lot entrance on Castro Way; thence South 22 degrees 45' 40" West 75.83 feet along the east edge of asphalt walk; thence South 00 degrees 07' 10" East 204.80 feet along the east edge of asphalt walk; thence South 89 degrees 51' 50" West 30.40 feet along the South edge of asphalt walk; thence South 00 degrees 00' 50" West 59.68 feet along the east edge of asphalt paved area; thence South 89 degrees 41' 10" West 101.63 feet across the asphalt paved area; thence South 00 degrees 13' 20" East 119.81 feet along a line that is parallel to and 15' from a temporary classroom structure to a point that the, back edge of sidewalk on 4th Avenue; thence North 89 degrees 44' 40" East 379.07 feet along the back edge of sidewalk and 4th Avenue to the point of beginning.



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CITY OF SACRAMENTO

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DEPARTMENT OF COMMUNITY SERVICES

3520 FIFTH AVENUE (916) 449-5200

SOLON WISHAM, JR. DIRECTOR

CITY MANAGER'S OFFICE

TY SERVICES

SACRAMENTO, CA 95817

MAR 2 6 1980

CROCKER ART MUSEUM DIVISION
GOLF DIVISION
METROPOLITAN ARTS DIVISION
MUSEUM AND HISTORY DIVISION
RECREATION DIVISION
PARKS DIVISION
ZOO DIVISION

March 25, 1980

APPROVED APPROVED

APR 1 1980

OFFICE OF THE

City Council Sacramento, California

Honorable Members in Session:

SUBJECT: SIERRA SCHOOL BUILDINGS REHABILITATION AGREEMENT

SUMMARY

This report recommends the execution of an agreement by the City and the Sacramento City Unified School District providing for financial contributions for the rehabilitation of portions of the Sierra School structures.

BACKGROUND

Pursuant to direction by the Council Budget and Finance Committee, the City staff prepared an agreement for financial contributions to the rehabilitation of selected Sierra School structures by the City and the Sacramento City Unified School District.

The agreement provides that the City shall pay up to \$200,000 for the rehabilitation of selected buildings described in the agreement and specifically referred to in Exhibit B. The City Unified School District is required to expend up to \$50,000 for reroofing selected buildings described in the agreement.

The rehabilitation effort and the subsequent administration of the use of the buildings for community purposes will be performed by the City Unified School District. The District is required to make each building rehabilitated, in whole or in part with City funds, available for community use for a minimum of five years from the date of the completion of the work on each building. The Board of Education of the City School District approved the attached agreement, as originally submitted by the City staff and attached herein, on Monday, March 24, 1980.

City Council Page Two March 25, 1980

FINANCIAL DATA

The agreement requires a maximum commitment of \$200,000 in City funds for the rehabilitation of the Sierra School building. The funds for this contract were reserved by the City Council from unappropriated AB-8 funds on July 30, 1979.

RECOMMENDATION

It is recommended that the City Council, by resolution, authorize the City Manager to execute an agreement between the City and the Sacramento City Unified School District for financial contributions to the rehabilitation of Sierra School buildings. Further, it is recommended that the City Council approve the appropriation of \$200,000 from the Administrative Contingency for the City's share of the rehabilitation agreement. The appropriate funding resolution is attached.

Respectfully submitted,

SOLON WISHAM, JR., Director Department of Community Services

Recommendation Approved:

WALTER J. SLIPE

City Manager

April 1, 1980 District 5

SW:ker

Attachments

RESOLUTION NO. 80-195

Adopted by The Sacramento City Council on date of

April 1, 1980

RESOLUTION APPROVING AGREEMENT BETWEEN CITY OF SACRAMENTO AND SACRAMENTO CITY UNIFIED SCHOOL DISTRICT FOR THE REHABILITATION OF SIERRA SCHOOL BUILDINGS

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

- That certain agreement between the City of Sacramento and the Sacramento City Unified School District for financial contribution to the rehabilitation of Sierra School buildings is hereby approved.
- 2. The City Manager is authorized and directed to execute that certain agreement on behalf of the City of Sacramento.

		MAYOR	
ATTEST:			
	-		
CITY CLERK			

APPROVED

APR 1 1980

OFFICE OF THE

RESOLUTION NO. 80-196

Adopted by The Sacramento City Council on date of

A RESOLUTION AMENDING THE CITY CAPITAL IMPROVEMENT BUDGET FOR FY 1979-80 FOR THE DEPARTMENT OF COMMUNITY SERVICES FOR SIERRA SCHOOL REHABILITATION

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

- 1. Pursuant to the provisions of the agreement with the Sacramento City Unified School District, a transfer of \$200,000 is necessary for the City's financial contribution toward the rehabilitation of the buildings commonly known as Sierra School.
- 2. The City Budget for FY 1979-80 is hereby amended:
 - a. by transferring \$200,000 from the Administrative Contingency Fund, Budget No. 1-01-5070-0000-4399, to the Sierra School Rehabilitation Project, Budget No. 1-01-2240-2213-4820, for the purpose stated in Paragraph 1 above.
- 3. The above appropriation increase is to be supported by funds available in the Administrative Contingency Fund.

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	Mayor	
Attest:		

City Clerk

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AGREEMENT FOR FINANCIAL CONTRIBUTION TO THE REHABILITATION OF SIERRA SCHOOL BUILDINGS

WHEREAS the City desires to provide the financial resources for the District to rehabilitate all or as many of the buildings shown on Exhibit A as is possible for the purpose of community use;

WHEREAS District desires to have all or as many of the buildings as possible rehabilitated and desires to make such buildings
available for community use;

SECTION 1.

The District agrees to:

- 1. Rehabilitate all or as many of the buildings shown on Exhibit A attached hereto and incorporated herein by reference as is reasonably possible with the payment from the City described in Section 2 hereof. As used herein, the term "rehabilitate" means the work described on Exhibit B attached hereto and incorporated herein by reference. District shall establish the order in which said buildings shall be rehabilitated.
- 2. District shall consult with and make a reasonable and good faith effort to obtain the concurrence of the Sierra School Neighborhood Association ("Association") as to the order in which such buildings shall be rehabilitated. Such order of buildings for rehabilitation shall be submitted to the City with the plans, specifications, and estimate of the work provided for in paragraph 4 of this section, but said order of buildings shall not be subject to City approval.
- 3. District shall make each building rehabilitated in whole or in part with City funds under this agreement available for

community use for a minimum of five (5) years from the date the rehabilitation of each such building is complete.

- 4. District shall prepare plans and specifications for the rehabilitation of the buildings shown on Exhibit A in accordance with the work specified in Exhibit B. District shall also prepare an estimate of the work which can reasonably be expected to be accomplished for the amount which the City agrees to pay under section 2 of this agreement. Said plans, specifications and estimate shall be prepared and submitted to the City within one hundred and twenty (120) days of the date of this agreement for review and approval under paragraph 5 of this section.
- Upon receipt of the plans, specifications, and estimate, the City Engineer and Director of Community Services ("Director") or their authorized representatives shall review and approve, approve as modified or reject said plans, specifications and estimate within fifteen (15) days of submittal. Failure to act on the part of the City Engineer or Director within such time period shall be deemed an approval. Such approval shall not be unreasonably withheld by the City Engineer and Director. modification made by the City Engineer or Director shall be subject to the approval of the Superintendent of District, which approval shall not be unreasonably withheld. Any review and approval made necessary by a modification shall be made within ten (10) days of the written submittal of the modification to said Superintendent and failure to act within said period shall be deemed an approval of the plans, specifications or estimate as modified by the City Engineer or Director.

- 6. District agrees to cause to be performed the rehabilitation of buildings in accordance with plans and specifications therefor approved by the City pursuant to paragraph 5 hereof in a good and workmanlike manner. The District shall retain control as to the manner in which said work is performed.
- 7. The District agrees to maintain in reasonable condition all buildings rehabilitated in whole or in part with City funds under this agreement and to operate said structures after rehabilitation.
- 8. Nothing in this agreement shall operate to excuse the District from obtaining any permits or other entitlement for use required by any federal or state law or ordinance of the City, including, but not limited to, building permits and any permit or entitlement for use under the City Zoning Ordinance.
- 9. District further agrees that, in the event City funds provided under this agreement will not be sufficient to complete the rehabilitation of any building for which rehabilitation has been commenced using City funds provided hereunder, District shall provide the funds necessary to complete the rehabilitation of such building, provided, however, that District's obligation under this paragraph shall be limited to costs of reroofing and said obligation shall not in any event exceed the sum of fifty thousand dollars (\$50,000.00) total for all buildings.
- 10. District agrees that in no event shall any City funds hereunder be used for the payment by District to the State of California, Department of Education, Office of Local Assistance of any assessment for property retention authorized or required by State law.

11. District agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all claims, liability, damages, cost or expense resulting from the rehabilitation by District of buildings under this agreement.

Such indemnification shall include legal costs and attorneys' fees.

SECTION 2.

The City agrees to do the following:

- 1. The City agrees to pay to District the sum of two hundred thousand dollars (\$200,000.00) for the rehabilitation of buildings provided for in Section 1 of this agreement in accordance with the provisions of this paragraph and paragraph 2 below. No payment provided for in paragraph 2 shall be made unless and until said payment is first approved by the City Engineer and Director, provided, however, that such approval shall not be unreasonably withheld. In no event shall the City's obligation hereunder exceed the sum of two hundred thousand dollars (\$200,000.00).
- 2. Upon completion of the work of rehabilitation for each building described on Exhibit A, City shall pay the amount estimated in the approved estimate of work for rehabilitation, upon approval by the City Engineer and Director. The City Engineer with the concurrence of the Director shall have the authority to, and may, in writing, increase the payment for each building rehabilitated in an amount not to exceed five percent (5%) of the estimate for such building, where he determines that the increase was reasonably necessary and was beyond control of the District. Nothing in this paragraph shall be deemed to authorize an expenditure in excess of the total amount appropriated (\$200,000.00) by the City for rehabilitation.

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California

President
Board of Education

"City"

CITY OF SACRAMENTO, a municipal corporation

By______City Manager

ATTEST:

CITY CLERK

Approved as to form:

Assistant City Attorney

RESOLUTION NO.

Adopted by The Sacramento City Council on date of

April 1, 1980

RESOLUTION APPROVING AGREEMENT BETWEEN CITY OF SACRAMENTO AND SACRAMENTO CITY UNIFIED SCHOOL DISTRICT FOR THE REHABILITATION OF SIERRA SCHOOL BUILDINGS

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

- That certain agreement between the City of Sacramento and the Sacramento City Unified School District for financial contribution to the rehabilitation of Sierra School buildings is hereby approved.
- 2. The City Manager is authorized and directed to execute that certain agreement on behalf of the City of Sacramento.

:	MAYOR	·	———
ATTEST:			
CITY CLERK			

RESOLUTION NO.

Adopted by The Sacramento City Council on date of

A RESOLUTION AMENDING THE CITY CAPITAL IMPROVEMENT BUDGET FOR FY 1979-80 FOR THE DEPARTMENT OF COMMUNITY SERVICES FOR SIERRA SCHOOL REHABILITATION

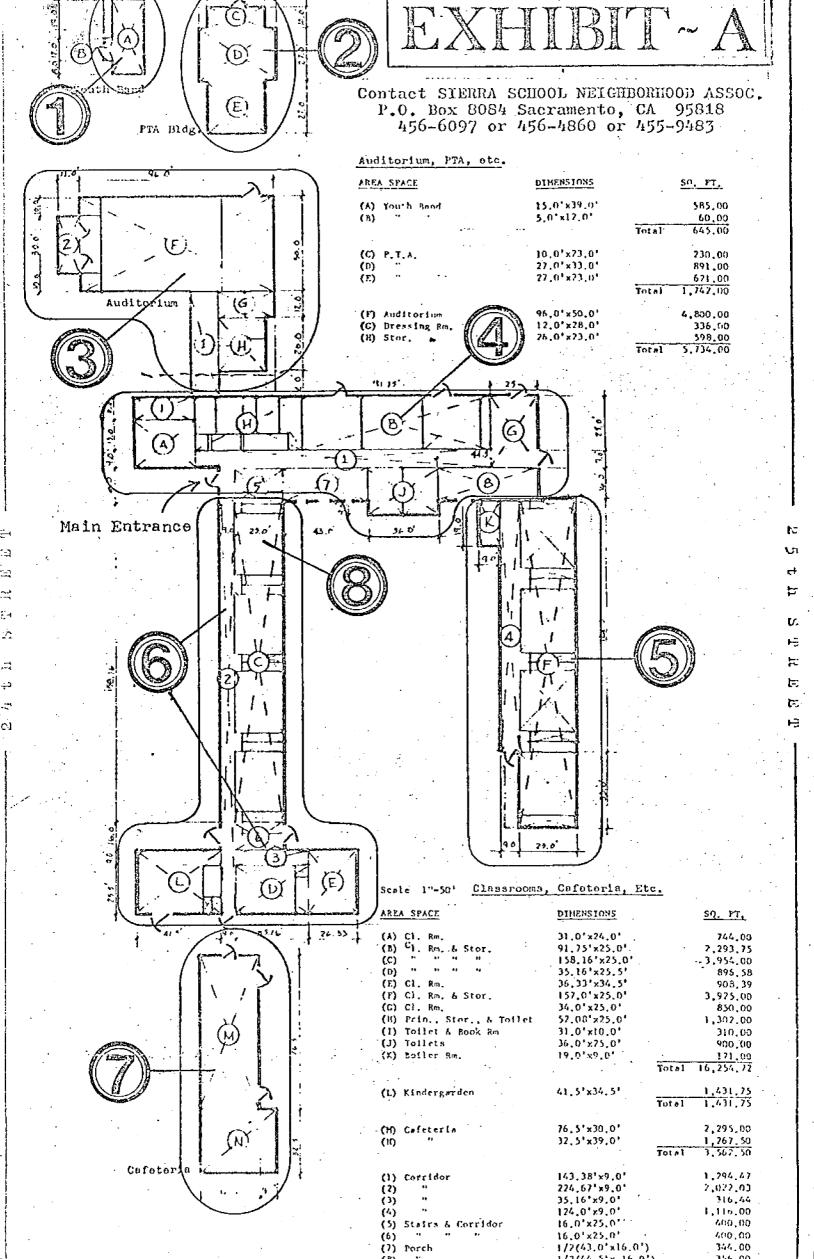
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

- 1. Pursuant to the provisions of the agreement with the Sacramento City Unified School District, a transfer of \$200,000 is necessary for the City's financial contribution toward the rehabilitation of the buildings commonly known as Sierra School.
- 2. The City Budget for FY 1979-80 is hereby amended:
 - a. by transferring \$200,000 from the Administrative Contingency Fund, Budget No. 1-01-5070-0000-4399, to the Sierra School Rehabilitation Project, Budget No. 1-01-2240-2213-4820, for the purpose stated in Paragraph 1 above.
- 3. The above appropriation increase is to be supported by funds available in the Administrative Contingency Fund.

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City Clerk

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Building #1:

*Electrical wiring

*Repair roof

Repair decking and entrance (brick)

Install damper for fireplace

Paint inside and out

Replace entry door and hardware

Replace water faucets

Install water heater and flue

*Install heating system

Replace gas supply

Building #2:

*Replace roof

*Remove front and rear concrete entry stairs, replace with approved stairs and handrails including handicapped ramp

Replace gas range

Replace wooden trim and ledge outside of building

Repair rain gutter and replace down spouts

Install complete heating and air conditioning system

Replace bathroom fixtures and one bathroom to accommodate handicapped

Install drop ceiling throughout (existing plaster ceiling has been saturated with water)

Paint interior and exterior

*Install approved wiring system including new service

Floor covering

(continued)

Drapes or blinds for windows

*Replace entry doors including hardware

Building #3 - Auditorium:

*Install fire wall and fire rated doors in hallway south of Auditorium to isolate from school building

Sandblast and paint hallway on south side of Auditorium for exit from stage and dressing rooms

*Repair tile roof

*Construct wall east side of hallway of Building #4 which leads to the community toilets

*Repairs to local fire alarm system

*Install wiring and exit signs

Sandblast exterior, seal and paint

Paint interior

*Install approved panic hardware, replace all doors, jambs and closures

*Install sprinkler system forestage area

*Install approved fire dampers in all duct openings

*Repairs to heating system. Steam boiler is located in basement of school over 150' away, but am told by school custodian boiler is in good safe working order.

Install water lines and water heater

Drapes and rods for windows - must be fire retardant

Stage drapery (fire retardant) depending on how much is required - 8,000 to 12,000

*Repair windows so they are operable and replace all broken glass

*Repair existing light fixtures - replace miscellaneous fixtures throughout

(continued)

Floor covering and repair to stage floor and entry hall

*Add additional square footage to both bathrooms - two toilets in each and equip for handicapped

Replace flooring in dressing and storage rooms, including floor covering

Paint dressing and storage rooms

Buildings #4, 5, 6 and 8:

Install all new lighting fixtures in ceilings

Replace doors to outside including panic hardware

Sandblast interior and exterior

Paint interior and exterior

Floor covering throughout

*Remodel existing bathrooms, including use for handicapped Provide entry for handicapped

Replace all fire hose and nozzles

Building #7 - Cafeteria:

*Replace roof (continued)

^{*}Replace fire hose and nozzles

^{*}Handicapped ramp including handrails

^{*}Replace roofing

^{*}Remove plaster ceiling throughout (ceilings have been flooded from rain and are hazardous). Some have already fallen down, must be removed

^{*}Replace all plaster ceiling with suspended fire proof ceilings

^{*}Glass replacement throughout

^{*}Repair all window sash

^{*}Repair to heating system

Replace 30% of ceiling tile

Paint inside and out

Install canopy - west side of building (all glass)

*Replace glass

Window covering - drapes or blinds

- *Install fire extinguishers
- *Handicapped ramp
- *Construct room for men's and ladies' restrooms, including provision for handicapped (nearest bathroom facilities approximately 300' away)
 - * Work Required for Code Compliance All other work is desirable, but not essential.



CITY OF SACRAMENTO

LORRAINE MAGANA CITY CLERK

OFFICE OF THE CITY CLERK

915 1 STREET CITY HALL ROOM 203 SACRAMENTO, CALIFORNIA 95814 TELEPHONE (916) 449-5426

April 2, 1980

Sacramento City Unified School District 1619 N Street Sacramento, CA 95814

Gentlemen:

On April 1, 1980, the City Council adopted a resolution approving lease between the City and the School District for playground area at Sierra School.

For your records, we are enclosing two (2) fully executed copies of said agreement of the lease.

Sincerely,

Jaci Pappas

Acting City Clerk

Encls.

cc: Community Services
Real Estate

Item No. 45A