



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1e

Meeting Date

Financial Considerations:

The proposed Northwest Land Park Development project would generate approximately \$ \$2,952,152.00 in new developer fees based on the current developer fee rate of \$3.20 per square foot.

Documents Attached:

1. Executive Summary
2. Memorandum of Understanding (proposed)

Estimated Time of Presentation: N/A

Submitted by: Jim Dobson, DTchct or II

Board of Education Executive Summary

Board of Education

Northwest Land Park Development Project

August 16,

Board of Education Executive Summary

Board of Education

Northwest Land Park Development Project

August 16, 2012



Operational Expectations 7 – Asset Protection

Operational Expectations 13 – Facilities

BP 3511 – Grimes Kennedy Green and Grid Neutral Model Schools Policy Initiative

III. Budget:

The proposed Northwest Land Park Development project would generate approximately \$2,952,152 in new developer fees based on the current developer fee rate of \$3.20 per square foot.

IV. Goals, Objectives and Measures:

To improve the lives of SCUSD students who live in the attendance boundaries of Jedediah Smith Elementary School and Arthur A. Benjamin High School through the revitalization of the community where the students live.

To improve the existing school facilities through the use of grant funds and developer fees.

To enhance joint use opportunities at Jedediah Smith and Health Professions High School.

V. Major Initiatives:

This is a major development (see Overview above) by NWLP which requires coordination between NWLP, as the developer, the District, the City of Sacramento and other public agencies.

VI. Results:

Improvement and enhancement of educational uses and neighborhood

MEMORANDUM OF UNDERSTANDING

**NORTHWEST LAND PARK PROJECT - JEDEDIAH FARMS,
NEIGHBORHOOD CENTER AND OPEN SPACE PLAN**

This Memorandum of Understanding (“MOU”) is entered into as of August 16, 2012, by and between Northwest Land Park LLC (“NWLP”) a California limited liability company, the City of Sacramento, a municipal corporation (“City”) and Sacramento City Unified School District, a public

NWLP to construct the Jedediah Farms improvements to the Elementary School and the Open Space Plan within the District's property.

L. WHEREAS, use of NWLP park fees paid to City to improve District's property for development of Jedediah Farms is contingent on District conveying to City a recreation easement over that portion of School property and an agreement between the District and the City to allow for public use of Jedediah Farms during non-School hours.

M. WHEREAS, NWLP acknowledges that it is statutorily obligated to pay school impact/developer fees in connection with its proposed Development; and the District acknowledges that it is statutorily authorized to utilize these fees for capital projects as it deems appropriate within the District.

N. WHEREAS, Chapter 16.64 of the City Code implements California Government Code section 67, which is commonly known as the Quimby Act. The statute provides that "[t]he land, fees, or contribution thereof are to be used only for the purpose of developing new or rehabilitating existing neighborhood or community park or recreational facilities to serve the subdivision." (Gov. Code, § 66473, subd. (a)(3).) The City Code further provides that "[f]ees collected pursuant to this chapter shall be used and expended solely for the acquisition, improvement, and expansion of the public parks, playgrounds and recreational facilities reasonably related to serve the needs of the residents of the proposed subdivision." (City of Sacramento Code, Section 16.64.060.)

O. WHEREAS, NWLP acknowledges that it is statutorily obligated to dedicate land or pay Quimby fees in connection with its proposed Development; and the City acknowledges that it is statutorily authorized to utilize Quimby fees for acquiring new parkland or developing new or rehabilitating existing recreational facilities, public parks or playgrounds.

P. WHEREAS, Chapter 18.44 of the City Code implements California Government Code section 66000, which allows a municipality to create a development fee for any purpose as long as the municipality explains the purpose and justifies the nexus. (See, e.g., Gov. Code, § 66001.) The City has created the Park Development Impact Fee (PIF) for this purpose.

Q. WHEREAS, Chapter 18.44 of the City Code provides that the City may use the PIF fees for several purposes including the development of neighborhood- or community-serving "park facilities" or to reimburse/credit developers for "park facilities" they construct. (City Code, §§ 18.44.020, 18.44.110, 18.44.160.) Chapter 18.44 defines "park facilities" as "parks and recreation facilities to be designed, constructed and installed to meet the needs of and address impacts caused by the additional persons residing or employed on property as a result of new development, which improvements,

infrastructure, and facilities are described in the nexus study, and the costs of the design, construction and installation of which are to be financed by the park development impact fee program.” (City Code, § 18.44.010.)

R. WHEREAS, NWLP acknowledges that it is obligated to construct park improvements or pay PIF fees in connection with its proposed Development; and the City acknowledges that it is authorized to utilize PIF fees for developing park and recreational facilities.

S. WHEREAS, NWLP and the City entered into a Development Agreement for Northwest Land Park (“Development Agreement”) dated September 28, 2011. The Development Agreement governs construction and implementation of the Development and includes commitments by City as to priority of expenditure of the Quimby and PIF funds paid by NWLP.

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. The above recitals are true and are incorporated by reference.
2. By and through this MOU, NWLP agrees it shall:
 - a. Present to the District and City, on or before December 31, 2012, draft master plan(s) for Jedediah Farms and the Open Space Plan. Final review and approval of the master plan(s) shall be pursuant to the terms of the Development Agreement and agreement between the District and the City.

d. As part of the Development plan and private recreational facilities, and pursuant to the terms of the Development Agreement, NWLP will construct a bicycle and pedestrian trail (“Setzer Run”) along with a path through the neighborhood park that connects the Development to pedestrian and bicycle trails on 5th Street, as well as from the western portions of the Development site to connect to a future public trail to Miller Park, which provides access to the Sacramento River and the Docks Promenade.

e. Renovate the approximately 11,000 square foot bow-truss warehouse building located within the neighborhood park site to ensure the building shell is structurally sound, free of hazardous materials, compliant with current code standards as of the date of transfer of ownership, and appropriately weatherized in accordance with the Development entitlements, the Development Agreement and the transfer agreement. The building shall be dedicated to the City for use as a Neighborhood Center. The City will work cooperatively with the District if it desires to obtain rights to use the Neighborhood Center to provide educational or enrichment programs.

f. Upon developing the open air market along Festival Street as set out in the Development plan, NWLP shall provide vendor space to the District, at no cost to the District, for the District’s sale of food to the public. Such vendor space shall not exceed 400 square feet.

g. Provide or cause to provide Broadband fiber to the Elementary School and High School under the following terms and conditions:

- (i) To a single point at the High School facility and a separate single point (if needed) at the Elementary School facility as mutually determined by NWLP and the District.
- (ii) The connection points addressed in subdivision (i) above shall be provided concurrently with the development of the Phase 3 portion of the Development.
- (iii) The physical infrastructure facilities for Broadband Fiber to be provide or caused to be provided at no cost to the District. After installation, the District shall be solely responsible for third party access and usage charges, if any.

h. Pay to the City the statutorily required Quimby Fees. The City shall utilize such Quimby Fees as set forth in the Development Agreement.

i. Pay to the City the PIF fees, consistent with the requirements set forth in Section 18.44 of the City Code. The City shall utilize such PIF fees as set forth in the Development Agreement.

3. By and through this MOU, the District agrees it shall:

a. Utilize all of the Development's school impact developer fees as follows: first toward improving the Elementary School as a model educational facility, including using "green" and sustainable renovation and facility systems, building positive connections to the surrounding neighborhood, creating the highest quality learning environment; and second to install appropriate security features to allow for joint use of the Elementary School and High School.

b. Subject to the Civic Center Act as set forth in the California Education Code, work with NWLP and the City to develop appropriate joint use or other agreements for non-School related daytime use by the public and maintenance of Jedediah Farms, along with other outdoor areas, parking facilities, offer District programs at the Neighborhood Center, and use of certain on-site school facilities including, but not limited to, computer labs, gymnasiums, multi-purpose rooms,

7. This MOU may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized officers to be effective as of the date of final execution.

Date: Northwest Land Park LLC

By: _____
Its: _____

Date: City of Sacramento

By _____
James L. Combs,
Director, Parks and Recreation Department

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
Deputy City Attorney

DF, th) Date: 5346 0 TD-.000(Sacramento C1.3)63 Tc-.0056.0009 56U)10(2 m)413BT