

OVERVIEW: Joint City and District Meeting

This report is a factual investigation of the Hermosa Beach City School District and Hermosa Beach City Council Joint Meeting held May 31, 2016. **The joint meeting was held six days before the Measure 'S' Bond election of June 7, 2016. It was organized by Superintendent Pat Escalante purportedly to clear up misconceptions about the Community Center aka Pier Avenue School.** The video of this meeting was embedded in the District's website under Measure 'S' information. The actual meeting video can be found on the City of Hermosa Beach website. The meeting was attended by HBCSD Board of Education members: Board of Education President Dr. Mary Campbell, Patti Ackerman, Maggie Bove-La Monica and Monique Eshan and HBCSD Superintendent Pat Escalante. The meeting was also attended by Hermosa Beach City Council members: Mayor Carolyn Petty, Hany Fangary, Jeff Duclos, Justin Massey and Stacy Armatto and City Manager Tom Bakaly. Missing from the meeting was City Attorney Michael Jenkins.

The first part of the May 31st meeting is a State of the Schools presentation by School Board President, Dr. Mary Campbell. This section contains several examples of distorted information and an example of \$717,000 of wasted district funds due in large part to misinformation provided by Superintendent Pat Escalante at the February 11, 2015 school board meeting.

The second part of the meeting involves the "expert" testimony of Mr. Terry Tao, Senior Partner of Atkinson, Andelson, Loya, Rund & Romo. AALRR has been on retainer by the District since approximately 2001. Terry Tao had previously been enlisted by the district to present "information" regarding Pier Avenue School for the Measure 'J' bond campaign in 2002. Mr. Tao was hired with taxpayer money and brought in by the District to ostensibly clear up "misconceptions" and questions about Pier Avenue School aka the Community Center prior to the June 7th election. **Mr. Tao billed HBCSD for 42.75 hours of preparation and meetings with District Administration at a cost of \$10,901.25 for a one hour presentation at the Joint Meeting.**

It is assumed that the decision to hire an attorney to give the presentation instead of having Superintendent Escalante present the information and to hold a Joint meeting with City Council members was done to give the district's version of "facts" added credibility. In addition the District listed Attorney Terry Tao as a "Seismic Expert" in the Agenda for the meeting although Mr. Tao is neither a licensed engineer nor does he hold an engineering degree. Mr. Tao was not qualified to make judgements as to the seismic integrity of either North School or Pier Avenue School.

It should also be noted that the Hermosa Beach City Council had, only weeks prior, held a meeting in which the structural integrity of the Community Center was discussed by the City Manager and City Council members. However during the May 31st meeting neither the City Manager nor the City Council members questioned Mr. Tao's statements during his "expert" testimony regarding the structural integrity and general condition of the Community Center/Pier Avenue School.

Throughout his presentation it is obvious that Mr. Tao's intent is to discredit the district's possible use of Pier Avenue School, discredit the possible renovation of North School and the historical significance of famous architect Samuel E. Lunden's contributions to the main building at the North School campus to justify the District's plans to pass a \$59 million dollar bond that would demolish North School and build a new campus there. His presentation is not an impartial and fair presentation of facts.

According to the State of California Ed Code, it is a misdemeanor or felony, punishable from up to one to three years in county jail for the District to use public funds and resources to present information that does not constitute a fair and impartial presentation of relevant facts to aid the electorate in reaching an informed judgment regarding a bond issue or ballot measure.

Miyo Prassas
Hermosa Beach Resident

Hermosa Beach
Joint City Council and School Board Meeting
Transcript
May 31, 2016

Run time 2 hrs 57 minutes

http://hermosabeach.granicus.com/MediaPlayer.php?view_id=6&clip_id=4169

Attendees: HBCSD Superintendent: Pat Escalante
HBCSD Board President: Mary Campbell
Board member: Patti Ackerman
Board member: Maggie Bove-La Monica
Board member: Monique Eshan
HB City Council member: Justin Massey
HB City Council member: Hany Fangary
HB City Council Mayor: Carolyn Petty
HB City Council member: Jeff Duclos
HB City Council member: Stacy Armato
HB City Manager: Tom Bakaly

- 00:01:30 Mary Campbell, HB School Board President:
"Okay, great. Well, ah, thank you all for being here, and members of the community, more than most of the audience members, thank you for being here as well. Um, this is a, this is a type of meeting we try to do at least once a year, and ah, the expressed objective is to come together and get a full update, give a full update to the City of what's going on with the Hermosa Beach School District and kind of talk about all the salient, relevant issues and see if there are any questions and ideas we can raise for ways to collaborate and build our partnership as we work together on issues. So, a couple of the issues that come to mind, we are often in conversation about have to do with say, public safety, or traffic, etc. So, um, we are going to start this
- 00:02:15 evening with, um, public participation and this is, **this is the only public participation segment of the evening so if you're here to do public comment this is your opportunity.** And I will read our, um, customary message: "
- 00:02:31 [MC – reading] "Members of the audience may address the board on any topic regardless of whether or not it is listed on the agenda. However the board may not discuss issues raised that are not listed on the agenda. Topics not on the agenda that are brought to the board's attention may be investigated by the administration and a report made to the board, either publically or privately at a future meeting. Complaints regarding district employees must be dealt with in closed session, not in public. **Comments from visitors should not exceed 3 minutes** unless waived by the majority of all members of the board."
[MC] "And so opening public comment. Who would like to begin?"
- 00:03:14 – 00:04:16 Resident: Julian Katz
00:04:38 – 00:05:34 Resident: Michael Togut
00:05:49 – 00:08:55 Former Resident: Chris Miller
00:09:51 – 00:12:51 Resident: Miyo Prassas
00:13:06 – 00:16:28 Resident: Parker Harriet
00:17:15 – 00:19:39 Resident: Christine Schultz
00:19:51 – 00:22:54 Former Mayor of Manhattan Beach and Historian of Manhattan Beach: Jan Dennis

00:23:37 – 00:25:38 Resident: Douglas Gardener

00:25:45 – 00:27:08 Resident: Christine Tatso

00:28:35 – 00:29:24 Resident and Former School Board member (2009 – 2013): Ray Waters

00:29:23 – 00:32:40 Resident and Former School Board member Carol Reznichuk

00:32:46 – 00:36:01 Resident: Terry Dunbar

00:36:13 – 00:39:17 Resident: Lynne Pope

00:39:27 – 00:41:55 Resident: Dency Nelson

00:42:12 – 00:44:40 Resident: Jessica Hinkle

00:45:00

Resident: Blair Smith. “My name is Blair Smith, I live at 315 25th. I’ve lived there since 1971 so I’ve been around North School for a long time; I’m very familiar with it. My wife and I in the last couple of weeks have gone around to visit some different elementary schools to see what other towns have done with historic buildings that were built in 1935 by the WPA¹. We visited the Richmond School in El Segundo. Found it a beautiful school. It’s well maintained. It was redone. It has new windows, probably retrofitted; it’s a great school. We also went down to Newport Beach out on the peninsula. We saw this other school that’s, ah, Newport Elementary. And it’s another school that was built in 1935 by the WPA, and

00:45:46

Newport Beach renovated it, used it. It’s about as exclusive an area as you can possibly be. It might not be a shining star like Dency likes (*Dency Nelson, HB resident, previous speaker*), but it’s a beautiful building. It fits well within the community. We have the activity center (*aka, Community Center/Pier Avenue School*) which Carol (*Carol Reznichuk, HB resident and past School Board member, previous speaker*) mentioned when she was discussing the contract with it. When the school district sold it to the City in 1978, they kept a 50 year option to take it back and they’ve never pursued that. Our population, our enrollment in the school was, in 2010, met the contract. (*The Pier Avenue Sales Contract MOU specifies re-entry by HBCSD when district enrollment exceeds 2,266 students.*) We could have put kids in there then. I don’t know why we put kids in temporary buildings when we could have 300 kids there. It would make a big difference. I took Joe Juge who was the general contractor that did the major remodel at Valley back in the 80s to it last week. He looked at it [Pier Avenue Middle School]; he said, you know, it was a beautiful school. He and his father have done maybe 90 schools, maybe 75 of them in Los Angeles City and around the area. He said that if you spent a million dollars on that, you could put new windows, you could put air conditioning. You could bring that up to a state of the art school to use. It’s a centrally located school. It’s a school that kids can walk to from any end of town, from the South to the North, East; very accessible for 7th and 8th graders. It makes much more sense to get the 7th and 8th graders away from the elementary kids. I’ve talked to people that live in the area around the school, and they talk about some of the activities that the kids are doing; 7th and 8th graders smoking dope and stuff. These kids should be moved away from the younger kids. I think it’s a very poor idea to consider building a school [North School demolition and rebuilding] just for 3rd and 4th graders. It just doesn’t make sense.

And one parting question. When you were interviewing architects, why didn’t anybody google litigation? Just the litigation that I’ve seen listed on the internet with GKK (district’s architects) would have made me question what they are doing. I think that...”

[Mary Campbell] “Thank you.”

[Blair Smith] “You’re more than welcome.”

00:48:24 [MC] "You, come, you want to get your ah, photos back sir?"
[BS] "I'll get it later."

00:48:33 Resident: Clayton Sheperd – Clayton Sheperd, resident of Hermosa Beach. "I don't know if Jar Dennis (*previous speaker, former Manhattan Beach mayor and historian*) is still here, but it's great seeing her. I'm from Manhattan Beach and seeing the good work that she's done. And Jan, I want you to know personally, I'm going to do everything I can to keep that Community Center the way it is, the way it was designed by fantastic architect, Mr. Lunden. We don't want, in my opinion, we don't want to touch it. Keep it the way it is, don't remodel it. Don't turn it into a school. Leave it the way it is, the way that it was designed. (*Community Center aka Pier Avenue School was designed and used as the middle school for Hermosa Beach from 1935 until 1978 when it was sold to the City of Hermosa Beach*) I'm here speaking to all of the residents that are property owners in Hermosa Beach. If you do not support Measure S, there's a possibility that our incremental increase in home value could come to a halt. Look around at all of the construction going on. Developers are tearing down all the one and two bedroom places and building four and five bedroom homes. We need families to fill them. Imagine this conversation with a reputable realtor with the potential buyer in Hermosa Beach; "So how are the schools?" Usually the first question an astute buyer would ask. A reputable realtor would probably have to say, today, they're over-crowded, they're out dated and they're underfunded. It is essential that we get this passed. We're out of time, we can't wait any longer. Support Measure S."
(loud clapping from 50:14 to 50:22)
[Mary Campbell] "Thank you. Are there any other public comments this evening?"

00:51:59 – 00:54:30 Resident: Cassandra Bates.

00:54:50 – 00:55:46 Resident: Mark Auville

00:56:02 – 00:57:45 Resident: Steven McCool

00:57:55 – 00:58:56 Resident: Heather Babel

00:59:17 – 01:01:15 Senior Architectural Historian with SWCA and Vice-Chair of the Cultural Heritage Commission of South Pasadena, Masters of Historic Preservation from USC: Debi Howell-Ardilla²

01:01:40 – 01:02:53 Resident: Vince Busam

01:03:08 [Mary Campbell – School Board President] "Close public comment."

Presentation by School Board president Mary Campbell

01:59:08 [Mary Campbell] "Now is the time for comment anybody on the School Board or City Council members to ask some questions or make comments they might want to make."

Part II: Presentation by Mr. Terry Tao, Senior Partner at Atkinson, Andelson, Loya, Ruud & Romo

² See appendix for email from Debi Howell-Ardilla. <https://www.linkedin.com/in/debi-howell-ardila-412b8163>

Part II: Presentation by Mr. Terry Tao, Senior Partner at Atkinson, Andelson, Loya, Ruud & Romo

- 01:59:14 [Carolyn Petty, HB City Council Mayor] "Mary, let me; before we do that, I'm wondering if we should get to the next one [Terry Tao] because some of the questions might be answered with the next presenter. Could we possibly do that?"
[MC] "I don't see any reason why we can't, especially if everybody up here agrees because that... all, Okay? All right. So Pat are you going to kick this off?" (Hands the microphone to HBCSD Superintendent Pat Escalante.)
- 01:59:35 [Pat Escalante, Superintendent] "Thank you, thank you Dr. Campbell. Um, so the next presentation we have is, there are continuing to be some questions about Pier Avenue School and so, Terry Tao is someone who's worked with our district, on, um, other projects, facilities based projects, and so he's brought... I want to introduce Terry. Welcome. He's going to share with you his credentials, and um, perhaps we can look at the Pier Avenue School versus Community Center. Some people know it by the Community Center, some people know it by the school, some people know it by both. So we want to welcome you and... and there we go."

Terry Tao – Senior Partner at Atkinson, Andelson, Loya, Ruud & Romo (AALRR)
*(per HBCSD Meeting Agenda of May 31, 2016: "Mr. Terry Tao - licensed CA Architect & Seismology Expert" **Mr. Tao does not have an Engineering degree.**³)*

- 02:00:17 [Terry Tao] "Thank you very much, ah, I do appreciate being here today with you. Ah, this is actually more a collection of things that we've learned over the years. I've been here a very, very long time working with the school district (HBCSD). Um, I work with a firm called Atkinson and Andelson. We represent over a third of the school districts in the State of California. Um, almost all the school districts listed on that South Bay list, um, I represent."
- 2:00:55 [TT] "Ah, for example, um, two of these schools here, ah, I worked on both of these. Ah (picks up Blair Smith's poster with pictures of Newport Beach Elementary and El Segundo USD, Richmond Street Elementary schools (see video-mark 00:45:00 earlier in this meeting.) Ah, the Newport [Elementary] school, that was unreinforced masonry school, that cost \$55 million dollars to renovate. (Loud gasps from the audience) **(Falsification: 2001 cost to renovate was \$4.1 million⁴)** Ah, that school (points to Richmond Street Elementary school), let's see, I was actually, I worked on that one too. Um, El Segundo here, that was two bonds. You know I'm going back in history. That one was actually two bonds that was, ah, \$25 million dollars in '01, which is when they did that work, and then they had to do a subsequent bond for \$14 million dollars. Just to kind of give you an idea on what it costs to do some of these historical renovations. It is very expensive." **(Falsification: Richmond Street Elementary school cost \$5.3**

³ http://aalrr.com/attorneys/terry_t.tao

⁴ Capital Program Management, Inc. and Newport-Mesa USD, February 26, 2002, Newport Elementary School, General Information Newport Elementary p 2. Total Hard Cost \$4,117,448.

million to renovate in 2001.⁵ \$14 million and \$25 million were bonds for El Segundo High School; most of which was to remodel existing structures and build new structures NOT for seismic retrofit.⁶ “We are working on the one over in Torrance right now, in case you’re interested. That one is also being done by Pam Daly, um, the same person whose evaluation you’re looking at, um, but that’s not the reason I’m here.”

“Ah, the reason I’m here was, um, Dr., Mrs. Escalante, Pat, called me up and said: “Hey we have a couple of questions and some issues, and I immediately said gosh, you know, I remember when I was working with Duffy on this (Robert “Duffy” Clark, HBCSD Superintendent 2000 - 2002) and I actually answered a lot of the questions, way back then. And I remember working with Dr. McClain (HBCSD Superintendent 2003 – 2008) way back when, and I answered those questions way back then. And all this came up in that horrible law suit, *(Misleading Statement: The lawsuit Committee for Responsible School Expansion vs. HBCSD had nothing to do with Pier Avenue School usage.⁷* [Terry Tao] um, that we ended up winning, ah called Community for Responsible School Expansion vs. Hermosa Beach School District, um, which a, also addressed some, in a very tangential way, these issues. So what I did was I collected some of this data and I put it together in a slide show. Ah, it’s a, it, it looks like it was a lot of work. It was not a lot of work. So don’t think a lot of work went into this. *(Falsification: Mr. Tao spent 42.75 hours from May 17 to May 31st preparing his presentation and billed the district \$10,901.25 for his work.⁸*) But I did want to spend a little bit of time addressing for you what’s going on, and what is this Pier Avenue School because the questions keep coming up over and over again.”

02:03:05

Slide: Introduction

[TT] “So the Pier Avenue School was sold and it was, um, there was a lease that was addressing the use of Pier Avenue for school purposes. Um, that lease was, on, um, a three year time period and it went, um, over for a period of time until the school district really stopped using, ah, Pier Avenue School. Um, there are a number of issues associated with the school. There are Field Act issues. What the Field Act is, is structural issues that are specific to the safety of kids in schools. *(The Field Act was passed by the California State Legislature within 30 days of the March 10, 1933 Long Beach earthquake which destroyed and damaged hundreds of schools including both Pier Avenue and North Schools. Pier Avenue School was reconstructed in 1935 to*

⁵ Email from Melissa Moore, Ed. D, Superintendent El Segundo Unified School District, July 2016. “Our records indicate the modernization project at El Segundo Middle School cost 4.8 million and the modernization project at Richmond Street School cost 5.3 million.”

⁶ El Segundo district aims for \$14 M bond by Nguyen Huy Vu, The Daily Breeze, October 29, 2008

⁷ **COMMITTEE FOR RESPONSIBLE SCHOOL EXPANSION, Plaintiff and Appellant, v. HERMOSA BEACH CITY SCHOOL DISTRICT, Defendant and Respondent. No. B188777. Decided: September 12, 2006** ...”petition for writ of mandate seeking to enjoin defendant and respondent the Hermosa Beach City School District (the School District) from expending school bond money to construct a gymnasium. Appellant contends that the California Constitution prohibits the expenditure because construction of a “gymnasium” was not among the “list of the specific school facilities projects to be funded” in the bond ballot measure approved by the voters.”
“We find no merit to this contention. The School District satisfied the Constitution’s accountability requirements by preparing and making available the required list of projects, which included a gymnasium. Neither the state Constitution nor the Education Code requires that the list of specific school facilities projects to be funded through a bond measure be included on the ballot.”

⁸ Atkinson, Andelson, Loya, Ruud, Romo, Invoice #499132 to HBCSD for Terry Tao, obtained through a document request in September 2016. **Mr. Tao spent 42.75 hours from May 17 to May 31, 2016 and cost the district \$10,901.25 to prepare for and deliver his slide presentation at the Joint District & City Meeting on May 31, 2016.** See Appendix for copy of the invoice.

Field Act specifications.)⁹ And the science associated with the Field Act continually changes, so we'll talk a little bit about that, um, as we go.¹⁰ And lastly, there are Title 5 requirements, recommendations. What Title 5 is, is what does the California Department of Education recommend with regard to schools. That has also changed over the years."

02:04:08

Slide: Resolution for Sale

So here's the original resolution for sale. Some of you may say, "Okay why did the District sell the school?", um, "What was going on?", "What was going on in their minds?", "Why is it even possible for somebody to be able to say "lets sell an asset" ?" But in reality you've got to go back in time. At that time there was a lot going on in the State of California. And at that time, this, right at the cusp, the beginning, of Proposition 13. So property taxes were the large, largely the way that schools were being financed at the time. And there was a ground swell of concern over the fact that property taxes were getting higher and higher and higher. Which is what led to Proposition 13, which led to a constitutional amendment 13, ah which, if any of you remember, at least I do, I remember all my high school sports teams got cut when I was a kid, ah, which was not a very happy time. So with school districts being starved back then, one of the things that happened was many school districts ended up selling their properties especially if the school district was going through some form of declining enrollment, ah, which Hermosa was going through. Ah, it may make no sense looking at it from today's lenses, but it does make sense back then, so in October 14, 1976 there was the resolution for sale. The school had already been closed since 1975. And in the resolution there was the determination that the property at the time was not necessary. The school was largely closed and not being used for anything, except for the movie Carrie (laughter from the audience), way back then, so there was some nice newspaper articles about the movie. Ah, it went through a whole process. Ah, the State of California had something called the 7-11 process, or the surplus property process, and what that means is a evaluation is done by a number of people within the community, ah, usually it's the stake holders, it will be the teachers, it will be, ah, people in the

02:06:33

community, it'll be people who use the schools, and that evaluation gets made and eventually a recommendation gets made to the School Board. *(The 7-11 process or Surplus Property Process is governed by Education Code #17389. This code did not take effect until January 1, 1997. According to HBCSD meeting minutes, the decision to consolidate District property and close Pier Avenue School was made primarily by the Superintendent at the time from January 14, 1974 through March 4, 1974.)* The School Board eventually ends up, ah, following or not following the recommendation and then moving forward with this sale. One of the requirements after the determination to move forward with the sale, is, there's, what I call, a pecking order. You don't just get to sell the property. First you have to offer it to a number of [Terry Tao] groups. One of the first groups is parks and recreational purposes. Then you have people like the University of California system, then you have, um, non-profits, then after you finish all of those, you get to sell the property. Why is it that there's this three tier pecking order? Well the reason for the pecking order is so that a public asset, something that the State of California has already paid for, remains a public asset. *(The Sale or Lease of Real Property is governed by Article 4 of the Education Code, Section #17464 which did not become effective until 1988. This provision of the Ed Code was not in effect when Pier Avenue School was sold in 1978 and so does not apply to the Agreement for Sale and Purchase of Pier Avenue School.)* And

⁹ Field Act: https://en.wikipedia.org/wiki/Field_Act See Appendix.

¹⁰ CA Ed Code 17280.5. (e) Notwithstanding any law, a leased or purchased building that is determined to have the equivalent pupil safety performance standard as a building constructed according to the Field Act and implementing regulations is hereby deemed to be in full compliance with the safety requirements of a school building as set forth in Section 17280, and is hereby deemed to be in full compliance with the Field Act.

since about 1968 there was something called the Quimby Act¹¹. And what Quimby Act meant, is of somebody was selling a piece of property and a parks recreation, city, county was going to use the property for park land or recreational purposes then the property is sold for a fraction of what the fair market value price is.” *(Incorrect Statement: Quimby Act – “Cities and counties have been authorized since the passage of the 1975 Quimby Act (California Government Code 66477) to pass ordinances requiring that developers set aside land, donate conservation easements, or pay fees for park improvements.” i.e. Developer Fees. Correct Information: The rules that govern the price offered for Surplus Property are outlined in Education Code #17491, also known as the Naylor Act, which became effective January 1, 1997. This provision of the Ed Code was not in effect when Pier Avenue School was sold in 1978 and so does not apply to the Agreement for Sale and Purchase of Pier Avenue School.)*

02:08:00

“I haven’t looked at the statute for a while; *(Falsification: Mr. Tao billed .5 hours on May 30, 2016 for “Legal Research Re Quimby Act and Application to Pier Avenue School”)*¹² my recollection is, it’s a choice of two, it’s either the original purchase price plus all the improvements that were made on the property or 30% of the fair market value of the property, I believe. And that appears to be what it is that the very first offer was made on the property under Quimby. *(Incorrect Statement: The price offered for District surplus property is specified in the Naylor Act, not the Quimby Act. The Naylor Act did not apply to the Agreement of Sale for Pier Avenue School since it did not become law until 1997 many years after the Sale of Pier Avenue School Agreement was signed in February 1978.)*¹³ So that’s what this is, AB1530. *(Incorrect Statement: No such code (AB1530) is listed on the Sales Agreement for Pier Avenue School. The Quimby Act is California Government Code 66477 and the Naylor Act is Education Code 17485 – 17500.)* It’s actually mentioned within the resolution, *(Incorrect Statement: There is no mention of AB1530 in the resolution for the Sale of Pier Avenue School, however Education Code 15051 is cited. The original Ed Code Section 15051 was reorganized and renumbered in 1977 by the Department of Education and changed to Ed Code 16053.1.)* because at that time there were alterations occurring to the Quimby Act which had already been passed in 1968. Why am I showing you all of this? You gotta go back in history to get to today.”

02:08:47

Slide: Resolution of Intention to Sell

“The resolution of intention to sell was on June 13, 1977, the City had expressed interest and there were some terms in the M.O.U., ah, in an M.O.U., that was referenced within the resolution. Why am I bringing up the terms in an M.O.U. that happens to be unsigned? The reason I bring up the terms of a resolution is that’s not what it is that the City and the School District had agreed to. That’s actually what it is that the City and the School District may have talked about and what the School District at that time may have been thinking about, hoping for, fantasizing about maybe...”

02:09:38

Slide: Reference to MOU in June 13, 1977 Resolution

[Terry Tao] “Um, so, check out the date, June 13, 1977, there is a cross reference to this M.O.U. and the cross reference to the M.O.U., um, which is an unsigned M.O.U., and it doesn’t reflect

¹¹ Westrup, Laura, Planning Division California Department of Parks and Recreation, Quimby Act 101: An Abbreviated Overview, May 28, 2002.

¹² Atkinson, Andelson, Loya, Ruud, Romo, Invoice #499132 to HBCSD for Terry Tao, obtained through a document request in September 2016. **Mr. Tao spent .5 hours on May 30, 2016 for “Legal Research Re Quimby Act and Application to Pier Avenue School” for his slide presentation at the Joint District & City Meeting on May 31, 2016.** See Appendix for copy of the invoice.

¹³ California Department of Education, Education Code Sections 17485-17500, The Naylor Act.

all of the final sales terms. What, some of the sales terms like the price makes it in. Some of the sales terms, like for example the requirement that the property be kept for recreational purposes, ah, or the property could revert back under Quimby, (*Falsification: There is no mention of the Quimby Act or the Naylor Act in the Sales Agreement for Pier Avenue School.*) are kept in because that was dedicated by law, or dictated by law, and you have in that language a reference in the resolution to an Exhibit B. So if you go to another June 13, 1977 document which is Exhibit B; that happens to be this Memorandum of Understanding that there have been articles written about, there have been references made to, but it's important to recognize what this M.O.U. really is."

The Memorandum of Understanding (MOU) spelled out the essential terms of the agreement that were carried out by both parties thus making the MOU binding. The MOU was Exhibit 'B' to Exhibit "G" the Resolution of Intention to Sell and Authorize the Sale of Real Property to the City of Hermosa Beach and Prescribing the Terms Thereof. The MOU was executed when Article 3 Escrow, Section 3.01 was completed: "The District and the City shall cause an escrow to be opened forthwith. The escrow agent shall be the Bank of America, Hermosa Branch 63. The cost of said escrow shall be shared equally by the City and the District."

*In addition to Exhibit B, the M.O.U and Bank of America Escrow, there are also Exhibits A through K included in the Sales Agreement and **ALL** officially stamped by the Los Angeles County recorder's office with the official document number #78-241041.*

Exhibit "B" Memorandum Of Understanding, Section 4.02: "The nature of this memorandum of understanding shall be construed as being analogous to a lease in that a part of the consideration for the District selling the subject property to the City for less than fair market value is the District's right to use the subject property facilities without cost as more particularly set forth below: and, conversely, a part of the consideration the City is giving to the District, is allowing the District use of the facilities at the subject property as more particularly set forth below. **Section 4.02 b.:** "The District shall have the right to use classrooms facilities at the subject property when and if the District's pupil enrollment exceeds 1,266 pupils in that after the District shall be entitled to the use of one classroom per 28 children enrolled beyond 1,266 pupils." **Section 4.10:** "Each and all of the terms, conditions and agreements contained herein shall in every respect be binding upon and shall inure to the benefit of the respective successor in interest of and assigns of the District or the City.")

"There's ah some reference that some people have talked about; ten years after, ah, the, after the close of the transaction, there's first priority for rent free use, that the district has the right to use the facility when the enrollment exceeds 1,266 pupils and the District is entitled to use the space for office space and storage space. However, just because it's in writing, and that's what the District was hoping for, doesn't mean that that's what the City had agreed to."

The following excerpts from the minutes of the Hermosa Beach City Council meetings from 1977 – 1978 does not support Mr. Tao's assertion that "doesn't mean that that's what the City had agreed to".

The Hermosa Beach City Council meeting minutes of June 14, 1977, page 9, (see appendix) states: "ACTION- to approve a Memorandum of Understanding subject to review and approval by the City Attorney; and to authorize the staff to open an escrow with the Hermosa Beach City School District for the purchase of Pier Avenue School, basically incorporating said

Memorandum of Understanding and attached related material with the following contingencies: Agreed rights of use for both parties and revisionary clause."

The Hermosa Beach City Council meeting minutes of June 28, 1977, page 8, (see appendix) states: "ACTION – to approve Escrow Instructions for Escrow No. 63-14258, dated June 22, 1977, covering property known as Pier Avenue School, ... to be executed by the City of Hermosa Beach in favor of the Hermosa Beach City School District of Los Angeles County."

There were eight special joint meetings between the Hermosa Beach City Council members and the HBCSD from October 26, 1977 to January 18, 1978 to discuss and agree upon the terms of the Sale and Purchase Agreement of Pier Avenue School. If future use of classrooms as described in the M.O.U was not to be honored then the M.O.U. would have been altered to reflect the new terms.

*When the Sales and Purchase Agreement was finally signed by the City at a City Council meeting on February 28, 1978, the M.O.U.(Exhibit 'B' to Exhibit 'G' HBCSD resolution) was attached and was included as part of the final agreement and sent to the L.A. Recorder's office to be formally recorded by the county. Exhibits A through K were included with the Sales and Purchase Agreement and **ALL** pages of each Exhibit (Exhibits A, B, C, D, E, F, G, H, I, J, and K) and the Agreement were officially stamped by the Los Angeles County recorder's office with the official document number **#78-241041**.*

All exhibits attached to the contract were accepted by both the City and the District and are binding:

#1. According to the Resolution Offering to Sell Real Property to the City of Hermosa Beach by the Hermosa Beach City School District dated February 14, 1978 by HBCSD: "WHEREAS, the District has authorized the sale of the Pier Avenue School to the City pursuant to the terms and conditions set forth in an Agreement, entitled, "Agreement for the Sale and Purchase of Real Property," and the Exhibits attached thereto and the District has published the Agreement for Sale and Purchase of Real Property and the Exhibits attached thereto for three consecutive weeks pursuant to Education Code 16203."

#2. According to the provisions of the Agreement for Sale and Purchase of Real Property, dated February 14, 1978 by HBCSD and February 28, 1978 by the City, Article 6 - Miscellaneous Conditions and Warranty, Section 6.03: "The District warrants that it has the power and right to sell Pier Avenue School upon the terms and conditions set forth in this Agreement and all Agreements attached by Exhibits hereto and said warranty shall survive the closing of escrow." And in the Agreement for Sale and Purchase of Real Property, Article 5 – Conditions Precedent to Purchase, "The City's duty to purchase the Pier Avenue School is conditioned upon the occurrence of all the following events:" 5.02. "The execution by the parties of all agreements attached hereto as exhibits, and"...

#3. According the letter provided by the City Attorney, J.B. Mirassou, on January 20, 1978, page 2, paragraph 4, "In conjunction with the sale the City is entering into a leasing agreement with the District. In my opinion the City has the power and the right to enter into that leasing agreement. Upon closing the lease will be a valid and subsisting document."

#4. And on page 3, paragraph 3 of the same letter, "I have reviewed and read the agreement for sale and purchase of real property and the exhibits attached thereto and have been present at the meetings between the School District and the City wherein the terms and conditions were negotiated

and the agreements were reached and I am satisfied that those documents set forth the agreements made by the parties."

02:10:31 Slide: **Unsigned June 13, 1977 MOU**

"So it's terribly, I, I don't really want to say it this way, but it's terribly unfair for the City after all these years to keep having this MOU brought up and mentioned over and over again. *(The MOU was discovered by a Facilities Planning and Advisory Committee member in October 2013 at the County of Los Angeles Recorder's Office. Curiously, the Memorandum of Understanding, Exhibit 'B', was missing from the City's archives.)* It makes it very difficult for them in some respects because it makes it difficult for them to invest money in the building, which they've done. They've done a number of large ADA upgrades, they've renovated the theater, there's a lot of money that's been put into that building by the city *(The City purchased Pier Avenue School in 1978 using a Housing and Urban Development grant for a portion of the purchase payment. The City paid the School District \$374,899 of the total \$650,000 for 4.7 acres of land and 63,000 sf of buildings and also received a gift of South and Prospect Heights schools. Pier Avenue School was appraised at \$1.1 million in December 1975.)* with the specter of this unsigned MOU ¹⁴ hanging over their head that really isn't applicable."

02:12:05 Slide: **Sales Agreement**

02:12:37 Slide: **Restrictions on Future Use**

"So, ah, in this Agreement are the restrictions on future use. (Article 11, Right of Reentry) Essentially the restrictions is, if it's ever not used for recreation purposes ***(Misleading Statement: The Grant Deed, Exhibit C states: "The conveyance is made and accepted upon the following expressed condition, restrictions and covenant which shall apply to and bind the lessees, grantees, successors and assigns of the parties: The property granted herein shall not be used for any purpose other than for park, recreational, open space, educational or other community purposes."***) again, then it get transferred back to the school district. Unlikely, probably won't happen. Um, but it's in the Agreement because it's a requirement under Quimby." ***(Incorrect Information: The Quimby Act does not apply to the Sale of Pier Avenue School. The Naylor Act, Ed Code 17485-17500, which governs the sales of District surplus property, was enacted after the sale of Pier Avenue School so it doesn't apply to the Sales Agreement either.)***

Slide: Right of Re-entry under Quimby

"And of course the right of reentry if the property is not used for the recreation or community purpose ***(or educational purpose, as stated in the Grant Deed, Exhibit C above)*** that it's being used for."

02:13:10 Slide: **Signed February 14, 1978**

"So the final sale is 1978. Um, we talked about the, the, inclusionary, the reversionary right, um, and let's go over to a couple of issues."

02:13:26 Slide: **Re-Acquisition of Pier Avenue Steps**

Property acquisition requirements under Title 5 Section 14001, 14010 and 14011

- Surface drainage
- Proximity to high power lines

¹⁴ Bushell, Chris, partner with Herbert, Smith and Freehills attorneys, An Unsigned Agreement Can Still Bind the Parties, April 10, 2015 "The judge referred to the well-established principle that the signature of the parties to a written contract is not a precondition to the existence of contractual relations, as a contract can be accepted equally well by conduct."

- Access to traffic, buses, pedestrian and emergency vehicles (Emission if average daily traffic over 100,000 vehicles) (*The average daily traffic on PCH at Pier was 50,000 vehicles in 2014.*)¹⁵
- Potential for expansion
- Traffic hazards
- Containments, toxins, groundwater, landfills, etc.
- Air pollution within ¼ mile. Ed Code 17213
- Phase 1 assessment required for toxics
- CEQUA evaluation required
- Geological & Soil evaluation. Ed Code 17212 and 17212.5

02:13:23

[Terry Tao] “One of the things that keeps coming up is the possibility of the district reacquiring this property. So, reacquiring the property under State of California is treated no different than if the district is buying the piece of property. So that means the district needs to evaluate a number of things under what’s called Title 5. What Title 5 is, is what you typically are required to do in order to acquire any property for school purposes. (*School Board members authorized a California Code Regulation Title 5 Site Evaluation of the Hermosa Beach Community Center (aka Pier Avenue School) at the December 11, 2013 School Board meeting, S-16-12/14.*)¹⁶ *Pier Avenue School was approved for District use in a letter from the Department of General Services, Office of Public School Construction to Superintendent Pat Escalante on March 26, 2014.*¹⁷ *In addition, Title 5 Regulations are recommendations not absolutes.*¹⁸) So I’m just highlighting the ones that might be a problem for an acquisition. Let’s just say, fantasy, the district really does go back, pays whatever it is that is necessary to be paid to reacquire Pier Avenue. Some of these will be a problem; the fact that you’re going to have emission sources on a major street, PCH; that you’re going to have a significant number of vehicle trips on PCH. (*PCH at Pier Avenue receives an average daily traffic of 50,000 vehicles which is allowable under CDE Title 5 standards. See footnote #29*) Um, that you’re going to have contaminants generated, um, I believe you have a gas station nearby. And you have air pollution source within a quarter of a mile. There’s also a necessary geological and soil, ah, evaluation, which is always required to determine if you might be acquiring on an earthquake fault. (*Pier Avenue School is not located on an earthquake fault.*)¹⁹) That wasn’t required in the 30s. By the way, I heard somebody mention Redondo has a school right on PCH, yes that’s true. These requirements only came in right around 1996 or 1997. So, if you built the school before your

¹⁵ 2014 Traffic Volume on California State Highways by Caltrans, State of CA, CA State Transportation Agency, Department of Transportation, p2. http://www.dot.ca.gov/trafficops/census/docs/2014_aadt_volumes.pdf

¹⁶ Hermosa Beach City School District, S-16-13/14, December 11, 2013. “It is the recommendation that the Board of Education discuss and take action to request a representative of the Office of Public School Construction perform a site evaluation on the Hermosa Beach Community Center.”

¹⁷ Department of General Services (DGS), Office of Public School Construction to Superintendent Pat Escalante on March 26, 2014, p. 2 “The school district has considered participating in a joint use school venture with the City of Hermosa Beach Community Center. The School Facility Program (SFP) Regulations require that if a school district is to receive modernization or new construction funding, a district must be located on real property own or leased by the district. The District could purchase or lease the site from the City of Hermosa Beach for a term of 30 to 40 years.”

¹⁸ Title 5, California Code of Regulations, Article 2 School Sites, 14010 Standards for School Site Selection, item u: At the request of the governing board of a school district, the State Superintendent of Public Instruction may grant exemptions to any of the standards in this section if the district can demonstrate that mitigation of specific circumstances overrides a standard without compromising a safe and supportive school environment.

¹⁹ City of Hermosa Beach General Plan Update, Existing Conditions Report, October 2014, Chapter 9 Geology and Soils

grandfathered-in; you can continue to operate the school. If acquiring that Redondo school now, you would have to do this evaluation and you may get turned down by the California Department of Education. So there's also a second problem."

02:15:20 **Slide: Reacquisition of Pier Avenue**

- Minimum School Site
- 4.7 acre site (*This does not include Clark Field; the original playfield for Pier Avenue School.*)
- CDE recommendations for an Elementary School is:

[TT] "The Pier School is about 4.7 acres. I took the liberty of putting up what it is the California Department of Education recommends for minimum sizes. So what you'll see on the website, I just grabbed and put on the page. Ah 450 students; I think you're talking about between 300 [Terry Tao] and 450, requires a 9.6 acre site which is about double what it is that your talking about as far as the Pier Avenue School as it is. (**Incorrect Statement:** 1. According to the *Guide to School Site Analysis and Development, 2000 Edition*, the required acreage for 301 to 450 Grade Six through Eight students is **8.1 acres NOT 9.6 acres** as Mr. Tao states. 2. According to the *CDE Report on Complete Schools, May 23, 2007* the amount of **square feet space per Middle School student should be 88 sf**. $88 \text{ sf} \times 300 \text{ to } 450 \text{ students} = 26,400 \text{ sq feet to } 39,600 \text{ sq feet}$. An acre equals 43,560 sq ft.²⁰ 3. According to information provided on page 33 of the *2014 Facilities Master Plan*, Middle School students should have 109 sf/student of playground space. $300 \text{ students} \times 109 \text{ sf} = 32,700 \text{ sq ft}$ if playground space necessary. Pier Avenue fulfills that requirement. 4. According to the *2014 Facilities Master Plan p56*, **North School is 2.5 acres of developed land** (i.e current North School footprint) and 2.2 acres of undeveloped land located in Valley Park which equals 4.7 acres the same as the Pier Avenue School site. HBCSD is planning on housing 300 to 450 students on 2.5 acres of developed land at North School.) There may not be enough property there which would require perhaps eminent domain, which may require other things with regards to acquiring enough space so that you could have the play space that's necessary in order to operate a school."

02:16:15 **Slide: Field Act: March 3, 1933 Long Beach Earthquake**

"So what is Field Act? This is earthquake safety for schools..." (*See Appendix for Field Act info.*)

Slide: 1933 Long Beach Earthquake

- Pier Ave constructed 1911 pre-field Act
- Reinforced concrete building
- Sustained significant damage and could no longer be occupied
- September 22, 1939 new classroom, cafeteria, gymnasium, library

02:16:51 "Um, this, to the right (describing the two photos on the slide) is actually, um, a school in Compton, ah, which was completely destroyed by the earthquake. So why am I bringing this up? Pier Avenue was actually constructed in 1911. This was before the passage of the Field Act. That's significant. (**Misleading Statement:** *Pier Avenue School was reconstructed to Field Act requirements in 1935.*) That's the same problem that (picks up Blair Smith's poster and points to a photo of Newport Beach Elementary school) this tower right here had. In fact, Pier Avenue was a little bit more forward thinking. They at least have some reinforcement in the

²⁰ California Department of Education Report on Complete Schools, May 23, 2007.

concrete, not very much, but some. *(How does Terry Tao know how much reinforcement went into the concrete at Pier Avenue School?)* Um, the Newport ah, tower was actually unreinforced, ah, which is why it cost so much to build. *(Falsification: Newport Beach Elementary cost \$4.1 million dollars to renovate in 2001.²¹ Newport Beach Elementary was reconstructed in 1936 to Field Act requirements after the 1933 Long Beach Earthquake,)* In fact, ah, when we were talking with Newport, because I do a lot of the earthquake evaluation for schools, um, they were telling me how much significantly cheaper it would have been for them to replicate and build a brand new tower that looked exactly the same in place, ah, but we kind of dispensed with that idea. *(Why did Newport Mesa Unified School district dispense with the idea of rebuilding the tower if it was cheaper to rebuild than to renovate? Is this another lie?)*

02:17:51

So um, the Pier Avenue school actually sustained significant damages. Ah, and I thought what was most appropriate was to show you, ah, the damage and the fact that it took so long to actually do the renovations required to put Pier Ave back together because of the amount of damage Pier Ave sustained.” *(Misleading Statement: How long did it take to do the reconstruct of Pier Avenue School after the 1933 earthquake? What documents did Terry Tao review in order to make his personal determination that it took a long time to do the renovations at Pier?)* You can tell when you walk up to it. It’s a completely reinforced concrete building. So we’ll show you some pictures, um, really just to illustrate that.”

02:18:24

Slide: Pier Avenue Before and After

[TT] “So, this is the school; this is the Community Center now and the school as it was before. You can tell that it’s really not the same school that was built in 1911, just from comparison of what it is that was built originally by Mr. Lunden *(Falsification: Samuel E. Lunden (July 14, 1897 to June 16, 1995) was 13 years old in 1911, he did NOT build the original Pier Avenue School.)* and what it is that’s in place today. *(Incorrect and misleading statement: What is in place today; the auditorium and the main center classroom building, were designed and built by the renowned architect, Samuel Lunden in 1935 after the 1933 Earthquake using structurally safe Field Act building requirements. Another architect designed the original 1911 Pier Avenue School which was substantially destroyed in the 1933 Earthquake.)* Because remember, a lot of what is in place today is actually what was built and designed in 1939. *(The gymnasium and East wing of classrooms was designed by Marsh, Smith and Powell in 1939 and also built to Field Act mandated earthquake resistant construction.)* So why is it significant? Why is this ’39 date significant? I’m going to give you a couple of important dates, just keep them in your mind. There are a couple of really important earthquakes for building code purposes. So if you ask an architect that knows a little bit about ah, structural design and seismic safety, what they’ll tell you is, after the Sylmar Earthquake in 1972 there were some major code upgrades that were done for school purposes primarily, but also for other purposes. Um, you’ll remember that there was a hospital in Slymar that actually pancaked on itself, and actually the stair-wells fell out.²² That hospital resulted in a significant amount of re-thinking of how you handle side to side motion, what’s called lateral motion, and how it’s handled with regard to

²¹ Capital Program Management, Inc. and Newport-Mesa USD, February 26, 2002, Newport elementary School, General Information Newport Elementary p 2. Total Hard Cost \$4,117,448. See Appendix.

²² https://en.wikipedia.org/wiki/1971_San_Fernando_earthquake Olive View Hospital, *Main article: Olive View – UCLA Medical Center* The majority of the buildings at the Los Angeles County-owned, 880-bed hospital complex had been built prior to the adoption of new construction techniques that had been put in place following the 1933 Long Beach earthquake. Some of the buildings at the large facility escaped damage, like the set of one-story structures 300 feet west of the new facility, and those that did have damage consisted of either wood frame or masonry structures.

concrete reinforced masonry buildings, which is what it is what Pier is. *(Incorrect Statement: the Olive View hospital that was destroyed in the 1971 San Fernando Earthquake was NOT the same building construction as Pier Avenue School OR North School. According to Hermosa Beach Building Assessment, ASCE 31-03 Phase 1 Structural Seismic Evaluation Report.” August 12, 2015, Pier Avenue has a structural building classification of C2; Concrete shear wall with rigid floor and roof diaphragms. According to California Safety Inventory of California Public Schools, November 15, 2002, page 12, C2 is rated Category 1: Building Types Expected to Perform Well in Future Earthquakes.²³ Olive View Hospital was tilt frame construction which allowed the walls to pull apart during an earthquake. Hospitals are not required to be built to Field Act standards. The Field Act ONLY applies to PUBLIC school construction.)* So the science changed significantly in some calculation up to 19 fold. So that’s why there’s big differences between pre-1978 buildings for schools and post 1978 buildings for schools, because all of the 1972 science got incorporated into the 1978 requirements. Then there were two other major upgrades that occurred. There was the, um, upgrades associated with the, um, Northridge Earthquake in 1994 and that was also concrete.”

02:20:39

“So that, remember there was the parking, the um, both the Northridge parking structure that collapsed and also the freeway that collapsed, those were both because of the way the concrete was designed.²⁴ *(Distortion: The freeway and parking structures did not collapse because of how the concrete was designed, but how the joints handled the stress.²⁵ The Field Act building requirements only applied to public schools built after 1933. Field Act requirements do not apply to non-public school buildings or structures such as apartment buildings, bridges and parking garages.)* And then later on there was a series of upgrades in 2000. So what does that mean to you? So the way I usually describe it, is it’s kind of like cars; okay. Imagine if you remember back, there used to be a car that maybe if you were really young and you were thinking about a car called the Corvair. It was a car that many people wanted and many people liked. It was a car that was, um, similar to a Volkswagen, but it was nice in many ways. And what eventually, what happened to that car was Ralph Nader wrote a book called Unsafe At Any Speed, and it was determined that you were likely to get impaled on the car, that the car was likely to flip over, spin around, um, basically maim you in a hundred different ways.²⁶ So

²³ <http://www.documents.dgs.ca.gov/dsa/pubs/FinalAB300Report.pdf> Seismic Safety Inventory of California Schools, November 15, 2002, page 11 and 12.

²⁴ **Quake-Revised Building Codes Await True Test**, March 08, 1998 by Jill Leovy, LA Times Staff writer “Perhaps the most studied earthquake in history, Northridge produced reams of data and stacks of reports but **has yielded fairly modest changes to codes so far**—especially as they apply to existing buildings.”... “The strictest new ordinances target two types of buildings: concrete tilt-ups and steel-frame office buildings. The buildings are mostly commercial and industrial structures, made by pouring concrete on the ground to form walls that are then **tilted up and tied together**. **The buildings are considered hazardous because the walls tend to pull out, causing roof collapses during quakes**, building officials said.

²⁵ The Magnitude 6.7 Northridge, California, Earthquake of 17 January 1994 Author(s): Scientists of the U.S. Geological Survey and the Southern California Earth Source: Science, New Series, Vol. 266, No. 5184 (Oct. 21, 1994), pp. 389-397 “Freeway bridges in California are typically composed of reinforced concrete box girders supported on reinforced concrete columns. Seven such bridges collapsed. Five of these were of pre-1971 non-ductile design and had been scheduled for retrofit, and the other two date to the mid-1970s and were of better design. One of the collapses was of a high bridge; excessive sway pulled the expansion joints apart, causing decks to fall. Inadequately reinforced columns (Fig. 6) caused the other collapses...”

²⁶ https://en.wikipedia.org/wiki/Unsafe_at_Any_Speed *Unsafe at Any Speed* is primarily known for its statements about the **Corvair**, though only one of the book’s eight chapters covers the Corvair. It also deals with the use of tires and tire pressure being based on comfort rather than on safety, and the automobile industry disregarding technically based criticism. The subject for which the book is probably most widely known, the

what happened was the science associated with the car changed. So imagine if you are a young family, you've got the opportunity to buy this new car with your new baby. Would your first thing, your first thing be, I'm going to get rid of this car or would it the first thing that you do, say to yourself, well, I'm going to drive the car for a little while, I'll try not to get into any accidents; I'll try to be really careful. And eventually I'm going to dump this car. That's probably what you'd do. So the reason the legislature treats it this way is the science keeps improving, it doesn't mean the building got worse, it just means that the science associated with being able to occupy the school has changed. *(See footnote #38, 41)* It doesn't mean that the Community Center is any less safe than it was before.²⁷ It still meets the building code in 1939, *(The Field Act was the Public School building code in effect in 1935 AND 1939. It was passed by the California legislature on April 10, 1933, one month after the March 10, 1933 earthquake. The Field Act made it a felony NOT to build to Field Act specifications and required Public schools use structural engineers when designing schools.)* probably better than the building code in 1939 because it had just been through a major earthquake and Lunden was probably really thinking about things at that time and probably made sure that everything was upgraded. *(Lunden renovated Pier Avenue School in 1935 NOT 1939. Samuel Lunden and the structural engineer for Pier Avenue School in 1935, Paul Jeffers, both graduated from the Massachusetts Institute of Technology (MIT).)* Um, we actually saw some buildings right in the late 30's um, that were evaluated for earthquakes and, and some of those structures were really, really, well built."

02:23:08

[TT] "I don't know about here, I just don't. But it would require a very significant evaluation by the Department of State Architects in order to be able to reuse the school; be able to upgrade for the Field Act *(Falsification: The Field Act was passed on April 10, 1933.²⁸ Both North School and Pier Avenue School were renovated using Field Act specifications in 1934/1935 respectively^{29 30} "Since the enforcement of the Field Act, no school has collapsed because of a seismic event, and there has been no loss of life."³¹)* and more likely than not it would require very significant upgrades." *(Incorrect Statement: according to the California Department of General Services,*

rear-engined Chevrolet Corvair, is covered in **Chapter 1**—"The Sporty Corvair-The One-Car Accident". This relates to the first (1960–1964) models that had a swing-axle suspension design which was prone to "tuck under" in certain circumstances.

²⁷ <http://www.documents.dgs.ca.gov/dsa/pubs/FinalAB300Report.pdf> Seismic Safety Inventory of California Schools, November 15, 2002, page 1 & 5. "Since the passage of the Field Act in 1933, no school has collapsed due to a seismic event, and there has been no loss of life."

²⁸ https://en.wikipedia.org/wiki/Field_Act

²⁹ State of California, Division of Architecture, Application for Approval of the Plans and Specifications for Construction, Reconstruction, Alteration of or Additions to a School Building for Application No. #382, filed on 6/21/34. "Hereby make application for the approval of the plans and specifications for the reconstruction of North School.." Architect: Samuel Lunden, Structural Engineer: Paul E. Jeffers. Specifications sheets: 61 sheets. Division of Architecture, State of California, Progress Report for North School A-382, Final, Date 9/19/35, signed by Paul E. Jefferies, Structural Engineer.

³⁰ From the HBCSD May 25, 2016 Measure S Informational meeting, Superintendent Pat Escalante at the 00:30:44 mark: "Um, and so, in 1933 the earthquake happened, the very next month the State legislature, um, put together what's called now the Field Act. And the Field Act was to ensure that buildings are seismically enforced, that they have steel that they have, um, the proper shell so that they will not collapse if another earthquake was to happen."

³¹ <http://www.documents.dgs.ca.gov/dsa/pubs/FinalAB300Report.pdf> Seismic Safety Inventory of California Public Schools, November 15, 2002, page 1 and 5.

the Office of Public School Construction and the Department of State Architects.³² John A. Martin & Associates, Inc. performed a building assessment survey for Hermosa Beach in summer 2015. The Community Center/Pier Avenue School classroom building passed the required Tier One Structural inspection.³³ Without reviewing Samuel Lundens original blueprints, Martin & Associates made an educated assumption that the auditorium would cost \$2 million to retrofit and the gymnasium would cost \$300,000 to retrofit. Still significantly less than the estimated \$33 million dollar cost to demolish and rebuild North School. Civil Source, Inc. conducted a facility inspection of Pier Avenue School in summer 2015. The report assessed the Community Center as being in very good condition.³⁴ City Manager, Tom Bakaly, and City Council members had this information and were aware of the structural integrity of the Community Center, yet withheld this information during the meeting.³⁵)

02:23:40

Slide: Building No Longer Considered Field Act. (This statement is false.)

- Building not carried on either DSA or OPSC inventory (This statement is false.)
- Treated as a purchase if brought back as a school
- Must meet Field Act requirements for a school (Pier Avenue was built to Field Act specs.)
- Changes made by city includes: **(Misleading Statement: No structural building modifications were made over the \$42,218 DSA threshold that would trigger a DSA review.³⁶)**
 - o Museum
 - o Upgrades to Auditorium
 - o Senior Center

02:24:00

So, how easy is it to upgrade the beams? I don't know. But that type of evaluation is necessary in order to use it as a school.

02:24:15

Slide: Structural Issues (for public schools)

"I know that the city has put in a bunch of money for ADA upgrades. Um, but there are still a lot of ADA upgrades necessary for a building of this age and this vintage." (According to the

³² Department of General Services (DGS), Office of Public School Construction to Superintendent Pat Escalante on March 26, 2014, p. 2 "The school district has considered participating in a joint use school venture with the City of Hermosa Beach Community Center. The School Facility Program (SFP) Regulations require that if a school district is to receive modernization or new construction funding, a district must be located on real property own or leased by the district. The District could purchase or lease the site from the City of Hermosa Beach for a term of 30 to 40 years."

³³ John A. Martin & Associates, Inc. "Hermosa Beach Building Assessment, ASCE 31-03 Phase 1 Structural Seismic Evaluation Report." August 12, 2015. Pp. 4-5.

³⁴ City of Hermosa Beach, Comprehensive City-Wide Building & Facilities Condition Assessment CIP 13-665, Community Center Buildings Condition Assessment Survey July 9, 2015, prepared by Civil Source of Irvine, CA, presented November 2015; page 21.

³⁵ May 4, 2016 City Council meeting, https://hermosabeach.granicus.com/MediaPlayer.php?view_id=6&clip_id=4149, 1:49:00 mark start to 1:50:20 end. Tom Bakaly – City Manager: "The Clark Building and Community Center, um, are war, war era buildings that were built essentially to withstand nuclear bomb blasts and so they can withstand earthquakes." The Community Center aka Pier Avenue School and North School were both reconstructed by Samuel Lunden in 1934/1935 according to the 1933 Field Act specifications.

³⁶ DSA IR A-10, Alteration and Reconstruction Projects – DSA Approval Exemption. http://www.documents.dgs.ca.gov/dsa/pubs/IR_A-10_rev02-12-16.pdf "DSA review and approval is not required for alteration or reconstruction projects to school buildings governed by the Field Act with an estimated construction cost of \$42,217.81, or less, for 2016. 1.2 DSA review and approval is not required for alteration or reconstruction projects to school buildings governed by the Field Act with an estimated construction cost greater than \$42,217.81, but not in excess of \$168,871.21, for 2016 when all of the following conditions are met..."

2014 Facilities Master Plan, all three HBCSD schools are not entirely ADA compliant and require some ADA upgrades. It is unlikely that the cost of needed ADA upgrades required at either Pier Avenue School or North School would disqualify them for renovation for use as public schools and justify spending the estimated \$33 million cost to completely demolish and rebuild North School.)

02:25:51

Slide: Structural Issues

Soft story (**Misleading Statement: Not applicable to either Pier Avenue School OR North School**)

02:26:14

Slide: Update on Schedule for North

Draft EIR approximately Dec. 1, 2016

- 45 Day review period, mid-January 2017
- EIR approximately April 2017
- Review Includes: Noise, traffic, public services, drainage, cultural and historical issue, land use, geology and DTSC related issues

02:26:18

[TT] "So that's, that's kind of your, what I call your, Field Act issues. Um, the earthquake issues that would have to be evaluated IF the district ever actually had to go through the process of evaluating the acquisition, reacquisition of a school (Pier Avenue School) and to be able to use Pier Avenue as a school once again." (**Falsification: Pier Avenue School and North School were built in 1934/1935 to Field Act specifications. CA Ed Code 17280.5. (e) Notwithstanding any law, a leased or purchased building that is determined to have the equivalent pupil safety performance standard as a building constructed according to the Field Act and implementing regulations is hereby deemed to be in full compliance with the safety requirements of a school building as set forth in Section 17280, and is hereby deemed to be in full compliance with the Field Act. John Martin & Associates and CivilSource, Inc. conducted an inspection of Pier Avenue School in 2015; it passed a TIER One (required) inspection and was described as being in very good condition. See footnotes #47, #48. The City Council and City Manager knows this. See footnote #49**)

Um, because the district would not be able to, essentially, be grandfathered in like Redondo is because they have continuously used that school over the years. And don't forget that Redondo also passed a very large bond and used a lot of it on the high school.

02:26:57

[TT] So this is just a quick update on North. Um, I was talking with the CEQUA consultant, so we're looking at a draft environmental impact report probably by December, ah, or some time in December. A review period into January, ah, and an EIR that likely be out sometime in April for review purposes. A number of things would be evaluated. I just listed them all. Ah, culture and historic would have to be evaluated, ah so that ah, everyone is aware of exactly what is the cultural significance we are dealing with. Remember, some of the buildings on North are buildings from 1958 and some of them are not; some of them are older. There was one main building in 1924 that went through a fairly significant renovation. So that's pretty much my presentation. I added a couple of slides at the end, because I didn't think I was going to use them, but the questions came up. And would you mind if I really quickly addressed North School?

02:28:10

Slide: So, North School was completed on September 10, 1924, the earthquake occurred March 10, 1933. And then there was a remodel of North completed in December of 1934. (**Misleading Statement: Department of Architecture documents for Application #382 specify that North School was reconstructed, NOT remodeled.**) The reason I included this slide, is because I happened to look at the drawings. I'm a licensed California architect, so this is kind of what I do. So, um, here are the drawings.

Slide: North School Blue Print Sheet #2 from Samuel Lunden.

[TT] It's actually only six pages (**Deceptive Statement: The kindergarten building designed by the famous architectural team of Marsh, Smith and Powell which is located next to the Main North School building had five pages of blueprints, yet Terry Tao is not denying that that wasn't an actual MSP Architect's designed building. There is a concerted effort by the School District's experts Terry Tao and Pam Daly, and repeated by Superintendent Escalante, to minimize the efforts of the famous architect Samuel Lunden³⁷ in the design of North School. First claiming that Lunden wasn't involved in the rebuilding North School at all, as in page 20, 21 and 22 of the Historical Resources Assessment of North Campus, and then trying to minimizing the design work done by Lunden.**), and I took the liberty of blowing up the little corner over there, um, to show that what we are looking at is DSA application 382. Also, let's see, I think I have a slide there, there you are. There is some mention that Samuel Lunden is the architect and, yes, you see the title block is Samuel Lunden, architect (**The District's Historical Resources Assessment Report of the North School Campus by Daly & Assoc. reported incorrectly that the 1934 reconstruction of the North School main building was performed by the architectural firm Marsh, Smith and Powell.**), but you look at [TT] the actual project, it's actually a reconstruction of the existing building there that was previously built and if you go back and you look what he's doing is very, very minor stuff (*approaches his slide, pointing to his slide*) he's redoing some of the doors, he's redoing some of the entrance areas, um, he's just doing some renovation of an existing building in order to get it back up and operating again, because this building, North, didn't sustain quite as much damage as Pier. (**Deceptive Statement: The actual before and after pictures of North School look completely different, it is obvious that much more than a low-level renovation was done.**³⁸) So, let's take a look at DSA application 382 because I [TT] heard somebody mention that they have the DSA application; well I have it too. So there is the DSA application right there. So if you, if you go to the DSA and you get the application, um, from 1934, that what it looks like, and you'll see up here that, it is also for reconstruction. So remember that number? 382? That's the number right there for the DSA application, 382. So it was just a six page renovation of an earthquake damaged building. It is not a Lunden design. (**Falsification: Samuel Lunden included 61 pages of instructions in his application to the DSA for the reconstruction of North School in 1934.**³⁹ **The kindergarten building designed by the famous**

³⁷ Oral history transcript from Personal service to the client, 1987: Samuel Lunden interviewed by Maggie Valentine, UCLA Oral History Program pp 105 – 107 and 173 -175. See Appendix.

³⁸ Historical Resource Assessment Report of North School Campus, Hermosa Beach City School District, Pamela Daly, M.S.H.P, May 2016. P.20 "The photograph of North School (below) shows that it was originally a red brick clad building designed in a modest Neoclassical style of architecture, similar in design to the original [1911] Pier Avenue School building. (Figures 9 and 10)" p.21 "During the Long Beach earthquake of 1933 the building [North School] was substantially damaged and the District was required to have the building repaired and reconstructed." p.22 "MSP [Samuel Lunden] may have been asked by the District to use the Moderne style of architecture for the rebuilding of North School, so that it reflected the style of architecture used on Hermosa Beach's most prominent school building [Pier Avenue School]. (*According to DSA documents, Pier Avenue School was renovated after North school, and the architect for both was Samuel E. Lunden not MSP for North School.*)" "The original North School building may have been constructed of wood-frame and brick construction. ... Where the original front entrance to the building was situated on the front (south) elevation, there is now a solid 22 foot wide, cross-gable roofed section of the building." See Appendix.

³⁹ State of California Division of Architecture, Application No. 382, Filed 6/21/34, Application for Approval of the Plans and Specifications for the Construction, Reconstruction, Alterations of or Additions to a School Building. "Herby make application for the approval of the plans and specification for the Reconstruction of North School. Architect Samuel E. Lunden, Structural Engineer Paul E. Jeffers. Specification sheets: 61 sheets. See Appendix.

Samuel E. Lunden, Architect, Blueprints submitted to the Division of Architecture for Application #382 in 1934 for reconstruction of the four room classroom main building at North School. 6 pages. See Appendix.

architectural team of Marsh, Smith and Powell which is located next to the Main North School building had five pages of blueprints, yet no one in the School District is denying that that wasn't an actual MSP Architect's designed building!)

- 02:30:23 *(Loud and enthusiastic clapping from the audience)*
- 02:30:29 Okay, so that's pretty much it. I apologize; I threw that in at the end. I wasn't thinking it was going to come up *(Whoops and clapping, someone yells "Wow!" from the audience.)*
- 02:30:48 (Lights go on) [Mary Campbell School Board President] Thank you very much. Um, that was a good suggestion Mayor Petty. Thank you for that. I think now we can open it up to any comments or questions from any of the Board Members or the City Council members.
- 02:31:21 [Maggie Bove-LaMonica, School Board] Thank you so much for that presentation, it was really thorough and I think it answered a lot of questions for the board *(Shouldn't School Board members have known all this information from the last three years of facilities investigations and definitely before deciding on a \$59 million dollar facilities bond?)*, the council and the community. Um, I had a question. You were mentioning grandfathering-in of buildings, and so, ah, the current Community Center, previous Pier Avenue School could not be grandfathered-in because it's no longer a school, correct?
- 02:31:39 [TT] That is correct. Actually there is something I should have mentioned. There was, ah, in 1999, there was something called AB300. You've probably, you may or may not have heard of it. AB300 was an inventory of all school buildings that the State of California believed would be, um, earthquake vulnerable, ah to collapse, and perhaps injure people. *(Distortion: AB300 is an inventory of ALL schools in California; it does NOT indicate need of seismic retrofit.⁴⁰)* Um, I think that, if I remember correctly, Newport School was one of the schools that was on that list, *(Distortion: Newport Elementary was not on the AB300 list as many schools were left off the list for various reasons NOT having to do with seismic integrity.)* is why they had to put so much money into the school. *(Picks up the pictures of Newport school that Blair had left and puts it down again) (Falsification: Newport Beach Elementary School which was built in 1936 was remodel for \$4.1 million dollars in 2001.⁴¹)* What we noticed is that almost all of the reinforced concrete masonry buildings that were built probably pre-50s, pre-60s, almost all ended up on the AB300 list. *(AB300 is an inventory of ALL schools in California; it does NOT indicate need of seismic retrofit. ⁴²)* The only reason why Pier didn't end up on AB300 for school purposes was

⁴⁰ AB300 Frequently Asked Questions. http://www.documents.dgs.ca.gov/dsa/ab300/AB_300_FAQ.pdf Question 1. **What does the report mean?**

• The report is an inventory of public school buildings constructed of concrete, masonry, and steel and submitted to the Division of the State Architect (DSA) before July 1, 1978 (prior to implementation of the 1976 Uniform Building Code). Wood frame buildings were not part of the survey. • Report did not rank or identify specific buildings that may be at risk.

⁴¹ Capital Program Management, Inc. and Newport-Mesa USD, February 26, 2002, Newport elementary School, General Information Newport Elementary p 2. Total Hard Cost \$4,117,448. See Appendix.

⁴² AB300 Frequently Asked Questions. http://www.documents.dgs.ca.gov/dsa/ab300/AB_300_FAQ.pdf Question 1. **What does the report mean?**

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02:32:50

more likely than not because it was no longer listed as a school in the inventory. (**Distortion:** *North School was not listed on AB300 for Hermosa Beach either.* ⁴³)

[Maggie Bove-LaMonica, School Board] “So the second half of the question is, um: What is the North School site classified in and what terms would it be grandfathered under?”

[TT] “Um, North School, since it has never been de-listed, (**Distortion:** *There is no such thing as “de-listing” a school. AB300 inventory of schools did NOT rank or indicate which schools needed seismic retrofit; it was simply an inventory of building types. Schools were missed from being listed on the AB300 Inventory list due to the sheer number of all Districts’ buildings and the budget constraints of the report. Neither North School NOR Pier Avenue School were listed on the AB300 Inventory for HBCSD.* ⁴⁴) ah, would likely still be considered a school, ah, so it could continue to be used as a school, (i.e. “Grandfathered-in”) but I went to go visit the school, I don’t have it on my computer, I don’t have the slides here. Um, it does have some ADA issues that would need to be done. (**Misinformation/Misleading Statement:** *All three District schools need ADA upgrades.* ⁴⁵ *The need for ADA upgrades does not justify completely demolishing and rebuilding North School.*) It does have, um, areas that would require some very significant evaluation, um, for seismic purposes, (**Falsification:** *North School was built to Field Act specifications.*) which is what you typically do when you go through these renovations. Um, but ah, it would be considered a school building (*Grandfathered-in and able to be used in its current state, i.e. Ed Code Compliant. See footnote #24 in this report.*) but would require some very significant evaluation. (**Misleading Statement:** *In this case “significant” means a Tier One evaluation. Pier Avenue School, aka the Community Center, passed a Tier One evaluation in August 2015. The main building built in 1934 and the side buildings built in 1939 at North School were built in the same years and by the same architect and structural engineer as Pier Avenue School.*) Generally speaking, um, if it requires too much redo than you will typically look at, um, reworking the building, kind of like what happened with Newport. (*Pointing to Blair's poster with photos of Newport Elementary School*) They figured out that it was cheaper to actually tear down and build the exact same thing, um, you might be in that situation in some of the buildings.” (**Falsification:** *Newport Beach Elementary was renovated, NOT torn down, for \$4.1 million in 2001. See footnote #18.*)

02:34:04

[MBL] “And so to clarify there is no way that the building (North School) in its current state can be grandfathered in under Ed Code because it was built to code in the 30s?”

[TT] “ It would be continued to be grandfathered in (i.e. Ed Code compliant), but because of the fact that it’s been used for something other than a school (**Incorrect Statement:** *North School has continued to be owned by the district and used as a school.*) you would have to go through

⁴³ http://www.documents.dgs.ca.gov/dsa/ab300/AB_300_List.pdf AB300 Inventory Information for 19-45 Hermosa Beach City Elementary School District, p. 529 of 1,466 pages. Friday, April 08, 2016. See attached copy of Hermosa Beach inventory list.

⁴⁴ AB300 Frequently Asked Questions. https://www.documents.dgs.ca.gov/dsa/ab300/ab_300_faq.pdf

Question 2. Are any of my buildings on the list? If so, which ones?

- Be aware that the accuracy of a finding pertaining to a specific building might vary from current school site or district configurations. It is not uncommon for names of schools, building designations or building use to have been changed since the time of application submittal.

Question 13. Why would there be qualifying buildings on campuses in my district that do not appear on the list?

- It is possible buildings were missed for other reasons.

⁴⁵ Hermosa Beach City School District, Long Range Facilities Master Plan, prepared by Gkk Works, June 16, 2014, Site Analysis, pages 38, 48 and 58.

a fairly significant evaluation.” *(Incorrect statement: According to the DSA, North school is ED Code compliant (i.e. grandfathered in) since it has continued to operate as a school; that means that it can be used as a school as it is in its current form without changes. See footnote #24.)*

02:34:39 [Stacy Armatto, City Council] “I’ll just start by saying, Mr. Tao you are an incredible resource to our school district, to our city. You are a licensed architect and you are an attorney, you have knowledge that predates a lot of us with our school district. You’re an incredible resource and I really thank Pat for making sure that relationship last and thank you. Um, just the examples you gave of, am, I know we’re supposed to be asking question, but I just, you were just so incredible that I wanted to acknowledge that, but the examples you gave of, um, restoring some of these schools that are historical; \$55 million dollars, I mean that a significant amount of money. Um, and the points you make, um for changing the Community Center back to a school, I mean you go point after point after point. And the entire time you’re giving the presentation, I’m just thinking thank God we have North School as a property to consider for our children. So, I just want to thank you for such an incredible presentation and for our School Board for your diligence. And Mary, you did a great presentation. Thank you.”

02:35:50 [Jeff Duclos, City Council] “Thank you Madam Mayor. Um, yeah, I concur. I mean I think the presentations were, um, incredibly important and, um, and illuminating and, and significant in so many ways. And I really appreciate them. I had a, I had a question regarding, um, um, the, um, the North School property in terms of, how, how you approach, kind of the rebuilding of a community school. You’ve been through this a lot. It’s been there for a while, whether it has historical significance or not, and, and for example, ah, it’s mentioned that, ah, that, that using the current footprint, but are there attempts made to keep a similar profile or reference points to existing school when you approach that? I’m just curious because we don’t know what it’s going to be at this point.”

02:36:42 [TT] “One of the big problems that you run into with schools is that, again, the um, the teaching and theories associated with school configuration and classroom size and how the work has changed significantly. Over the years many of the schools, um elementary age schools that were built, um, even in the 60s and 70s, um, don’t function very well for what it is that is being done today, both in terms of size, access and set up. Ah, so, ah many of the architects go through machinations in order to make the existing school work. Um, so in some cases, because of the differing class sizes, in fact, the typical size of a classroom is a, just under 1,000 sq ft, because at 1,000 sf you start having exiting problems and the like. So it’s usual 990 sq. ft (actually 960 sq. ft.) and, but, what, for today’s classrooms. But the older classrooms are typically much smaller than that which means that they’re very crowded. Um, often don’t have the teaching stations that are necessary. And then just think about it, if you’ve ever been in a house with the rooms that are too small, you, you can’t do anything with those bones. So sometimes the evaluation does result in you thinking; Okay, I can’t make the school work for teaching purposes, um, how will we make the school work, um, otherwise. And sometimes the evaluation is, it makes more sense to go to what it is that works well now. Which is one of the reasons why Pam Daly was brought on board so we could do the full evaluation, preserve a cultural resource if necessary, but also, at the same time recognize the fact that, um, in order to have a 21st Century school, um, you have to have the teaching walls, you have to have the projectors, you have to have the smart screens and computerized and everything else that goes into having a school. Ah, otherwise, are you really bringing the schools up to what the kids deserve?”

02:39:05

[Jeff Duclos, City Council] “Well thank you for that. I just had one last comment; It really had to do with, um, a, the Community Center as a Community Center, and in the discussions that we hear related to it nobody talks about the facilities [activities] that we provide. I mean we have a vibrant, um, seniors, ah, activity there, that’s, the Senior Center there that we have just renovated recently. *(Hermosa 50 could be held in Clark Building and Jazzercise and yoga currently held in Clark Building could be held in the Hermosa Valley gymnasium.)* We have the, the additional programs. We’ve talked about the permanent programs. Project Touch is there, STAR educational Kinder program, *(STAR is non-profit education organization that runs after school educational enrichment programs for students. Star classes used to be held after school on both Valley School and View School campuses.)* the P.A.R.K. after school program. *(P.A.R.K. afterschool program could be held at North School and South School or the Kiwanis or Rotary building. The District moved its administration offices to South Park in 2014/2015 school year. Prior to that P.A.R.K. program was held at South School. The district could have rented, bought or eminent domain the vacant Time Warner office (vacant since about 2008) next to Valley School for their office but chose to use the South School classrooms instead at a cost of \$133,000.)* There’s so many of them that are in there that... And so what I feel is, and, missing in this discussion is, where, where does that go? *(Community Services Building, Clark Building, Kiwanis Building, Rotary Building, 4 rooms at South Park, Valley School Gymnasium, View School Multi-Purpose Room, North School)* In other words, we have no other place, really in our community that serves us well as a Community Center. *(The City and the School District can use the auditorium, gymnasium, tennis courts, basketball courts and Clark Field at Pier Avenue School as joint use facilities after school and on weekends. According to Ed code the City and the District can exchange Pier Avenue School and North School.)* And I think, as was pointed out in the presentation, it was the ideal location for that and its served that purpose incredibly well it seems to me. Ah, so if you look at that, I mean, for members of the community who want to meet, it’s one of the very few places that that can occur because we have that there so, I just think it’s an important thing, and in any of the discussion that I’ve heard where people want to; let’s go back to, you know, to making it a school, I’ve never heard anybody talk about where we might place these valuable community, ah, activities and programs that we have. *(Using North School for 3rd and 4th graders will displace 300 pre-school and after-school care children currently using North School. Once North School is rebuilt as a 3rd and 4th grade campus, it will no longer be able to be used as a preschool or kindergarten since the classroom size and restroom requirements are different for Transitional Kindergarten and Kindergarten grades.)* So I just want to mention that. Thank you.”

02:40:49

[Carolyn Petty, City Mayor] Thank you Jeff. Council member Massey?

02:40:51

[Justin Massey, City Council] Thank you madam Mayor. “Ah, Terry I went back and read, I think it’s Pam Daly’s, ah, treatment of North School. And as I understood it, she basically said that because of the intervening earthquake, that main building is not really a good example of Neoclassical or Moderne style architecture *(The main building at North School is clearly NOT Neoclassical style since it was reconstructed by renowned architect Samuel Lunden after the 1933 earthquake using the Art Deco/Moderne style. Samuel Lunden was one of 50 newly graduated college students, (Samuel Lunden graduated from MIT), chosen to participate in the American Students’ Reconstruction Unit in France in 1922.⁴⁶ It is assumed that he learned about the Arts Decoratifs & Industriels Modernes movement which originated in France around 1915*

⁴⁶ Oral history transcript from Personal service to the client, 1987: Samuel Lunden interviewed by Maggie Valentine, UCLA Oral History Program.

and was showcased in the L'Exposition Internatinal in Paris in 1925.); if I have that pronunciation right. Um, it's sort of a hybrid of the two. It's got a gabled roof, it no longer has the grand entrance, that, that main building has, as, as a stand-alone piece of architecture, ah, it's not significant. Ah, I wondered if you might want to share your comment on that since you're an architect.

02:41:29

[TT] Well I looked at that report with some interest, it looked like what they did was they changed the entrance. It was really in a lot of ways more pragmatic, ah, in order to have the school work better and to, um, try to preserve what was there. *(It is believed that the entrances of the main building at North School were changed from the original building in order to take advantage of the ocean breeze.)* Remember, the earthquake had just occurred in 1933 and this school was largely disabled. And, uh, Pier School was heavily damaged. So the goal was, do whatever you could, as quickly as you could and get schools back online. That's what the Green Bill was all about. Um, so that appears to be what Lunden did, there's very little actual work in these drawings. *(The earthquake occurred on March 10, 1933, funding did become available through the Green Emergency Relief Bill until March 1934⁴⁷. Samuel Lunden had one year to work on plans for North School, South School and Pier Avenue School. 1934 was still Depression Era and there were few other jobs available. Samuel Lunden submitted 6 sheets of blueprints and 61 pages of specifications to the Division of Architecture in 1934 for the reconstruction of the four classroom main building at North School. By contrast the architectural team of Marsh, Smith and Powell (MSP) submitted only 5 sheets of blueprints for the construction of the Kindergarten building to the East of the Main classroom building at North School. Terry Tao does not dispute that MSP did not design the East classroom building.)* What you'll notice is, each of these, this looks like the major pieces of work, each of these was removing a chimney. So the chimneys got removed, so, um, that is the bulk of the work right in the center. Ah, and then the entrances ended up getting redone. So, ah, and I think part of the reason for the entrance was just for flow, and for the purpose of teaching and I do believe that there are pieces that were removed because of fear that there would be another earthquake.

02:42:56

[JM] "In effect that, as I understand her analysis, is that it doesn't really significantly typify any particular type of architecture. It's basically a building that was damaged heavily in the Long Beach earthquake and that was quickly repaired, ah somewhat in a different style, but it has aspects of both, so it's not a good example of, ah, or architecture. Do I have that right?"

[TT] "That is correct."

(COMPETING INFORMATION: Debi Howell-Ardilla is the senior architectural historian with SWCA Environmental Consultants and vice-chair of the Cultural Heritage Commission in South Pasadena. She has a Bachelor's degree from UC Berkeley and Masters of Historic Preservation from USC. Ms. Howell-Ardilla was the project manager on a 350 page survey of Los Angeles Unified School District entitled Los Angeles Unified School District, Historical Resources Survey Report, June 2014. In an email dated May 31, 2016, Ms. Howell-Ardilla wrote:⁴⁸

"In my opinion and based on the dozens of schools I've surveyed throughout SoCal, North Elementary appears eligible for the City of Hermosa Beach Register under local Criteria A (It

⁴⁷ Los Angeles Times, School Repair funds Arrive, Mar 13, 1934. "The funds made available by Congressional action through the Green Emergency Relief Bill, and amounting to \$2,500,000, yesterday were received at Sacramento, according to the report, and will be used in rehabilitation of Los Angeles and Orange County Schools." ..."Hermosa Beach elementary [received] \$117,000..." See Appendix.

⁴⁸ Email sent on May 31, 2016 by Debi Howell-Ardilla, senior architectural historian with SWCA and vice-chair of the CHC in South Pasadena. Bachelor's degree from UC Berkeley and a Masters of Historic Preservation from USC. See Appendix.

exemplifies or reflects special elements of the city's cultural, social, economic, political aesthetic, engineering or architectural history.) [Criteria] C (It embodies distinctive characteristics of a style, type, period, or method of construction.), [Criteria] D (It is representative of the notable work of a builder, designer or architect; in this case architects Samuel E. Lunden and Marsh, Smith and Powell.). In terms of the California Register, it appears eligible under Criteria 1 as a highly representative example of 1930's school as well as Criteria 3, as an outstanding example of a WPA-era Art Deco institutional building." "School design is an area of specialty for me."

[Justin Massey, City Council Member] "Does the District have the unconditional right to reacquire the Pier Avenue School from the City?"

[TT] "No, it does not."

(Incorrect Statement: HBCSD has the right to re-enter and use classrooms, office and storage space at Pier Avenue School according to Agreement for Sale and Purchase of Real Property, Exhibit B, Article 4, Further Agreements Pursuant to the Memorandum of Understanding, Section 4.02: "The nature of this memorandum of understanding shall be construed as being analogous to a lease in that a part of the consideration for the District selling the subject property to the City for less than fair market value is the District's right to use the subject property facilities without cost as more particularly set forth below: and, conversely, a part of the consideration the City is giving to the District, is allowing the District use of the facilities at the subject property as more particularly set forth below. Section 4.02 b.: "The District shall have the right to use classrooms facilities at the subject property when and if the District's pupil enrollment exceeds 1,266 pupils in that after the District shall be entitled to the use of one classroom per 28 children enrolled beyond 1,266 pupils." Section 4.02 c.: The District shall be entitled to use certain office and storage space at the Pier Avenue School, the square foot area and location to be agreed upon by District and City. Section 4.10: "Each and all of the terms, conditions and agreements contained herein shall in every respect be binding upon and shall inure to the benefit of the respective successor in interest of and assigns of the District or the City."

HBCSD also has the ability to request Pier Avenue School for District use under Eminent Domain law: for joint public use (Code of Civil Procedure section 1240.510) and Eminent Domain Law for more necessary public use (Code of Civil Procedure section 1240.610, 1240.640 and 1240.650.^{49 50}

HBCSD has the ability to request Pier Avenue School for District use under the Naylor Act: CA Ed Code 17486: "This article shall apply to any school site owned by a school district, which the governing board determines to sell or lease..." CA Ed Code 17494: "The school district may, at any time, reacquire the land at a price calculated in the manner prescribed in Section 17491, and the right of reacquisition provided in this section shall be set forth in the deed or other instrument of transfer." ... "For purposes of this section, "cost of acquisition," as used in Section 17491, shall refer to the cost at which the land was acquired by the public agency."

⁴⁹ Wu, Katrina Diaz. Challenging the Right to Take: What Happens When a Government Agency Requires a Property that is Already Devoted to Public Use? September 15, 2014, Website: Right to Take.

⁵⁰ Kuhn, Brad. Encinitas Contemplates Eminent Domain for School District Property. January 14, 2014, Website: Right To Take.

CA Ed Code 17497: “Notwithstanding the other provisions of this article, any school district governing board may designate not more than two surplus school sites as exempt from the provisions of this article for each planned school site acquisition if the school district has an immediate need for an additional school site and is actively seeking to acquire an additional site, and may exempt not more than one surplus school site if the district is seeking immediate expansion of the classroom capacity of an existing school by 50 percent or more. (This rule should apply to View School if the District claims that the District is over-enrolled by 440 students as Mary Campbell stated at the 01:29:12 mark earlier in this meeting.) The exemption provided for by this section shall be inapplicable to any school site which, under a lease executed on or before July 1, 1974 (Pier Avenue Sale was executed on February 1978), with a term of 10 years, was leased to a city of under 100,000 population for park purposes, was improved at city expense, and used for public park purposes.”)

[Justin Massey] “And, would reacquisition trigger the requirement that the district comply with current codes that govern how the building is constructed, what the programs are that are in the school and so on?” (The City can lease Pier Avenue School to the District and which would make Pier Avenue School eligible to receive State matching funds for modernization. See **footnote #31 and Appendix.**)

02:45:01

[Terry Tao] Field Act, Title 24, ADA, Title 5, um for educational purposes and then of course, of, of the, um, you know, receptors for quality, and DTSC. (**Deceptive Statement: Pier Avenue School and North School were built to Field Act Specifications in 1934 and 1935 respectively. Pier Avenue School also passed the Phase 1 Structural Seismic Evaluation performed by John A. Martin & Associates (consultants retained by the City of Hermosa Beach) in the summer of 2015. Pier Avenue School is structurally safe for public school students and can be used as a school according to Ed Code 17280.5 (e).**⁵¹ Title 24 is the basic California Building Standards Code and applies to **all buildings** in the State of California. **Title 24 would be used to make all improvements and changes to City owned as wells as District owned buildings.** According to the 2014 Facilities Master Plan, none of the three HBCSD schools are completely ADA compliant. There are no differences between public school buildings and public community buildings as to required ADA compliance. DTSC's School Property Evaluation and Cleanup Division is responsible for assessing, investigating and cleaning up proposed school sites.⁵² Pier Avenue School site has only been used for education and recreation since the original Pier Avenue School was built in 1911 no toxic substances have been kept there.⁵³ CDE Title 5 rules are recommendations not absolutes.⁵⁴ The Department of General Services, Office of Public School

⁵¹ CA Ed Code 17280.5. (e) Notwithstanding any law, a leased or purchased building that is determined to have the equivalent pupil safety performance standard as a building constructed according to the Field Act and implementing regulations is hereby deemed to be in full compliance with the safety requirements of a school building as set forth in Section 17280, and is hereby deemed to be in full compliance with the Field Act.

⁶⁶ <https://www.dtsc.ca.gov/Schools/index.cfm> MISSION: “To assist school districts in the assessment of school properties by ensuring that environmental conditions are expeditiously investigated, evaluated, and if necessary, remediated in order to protect public health and the environment.”

⁵³ City of Hermosa Beach General Plan Update, Existing Conditions Report, October 2014, Chapter 9 Geology and Soils, Chapter 10 Hazards and Hazardous Materials

⁵⁴ <http://www.cde.ca.gov/ls/fa/sf/title5regs.asp> Title 5, Article 2, Section 14010, item u. “At the request of the governing board of a school district, the State Superintendent of Public Instruction may grant exemptions to any of the standards in this section if the district can demonstrate that mitigation of specific circumstances overrides a standard without compromising a safe and supportive school environment.”

Construction has confirmed that the District is eligible to receive State Matching Funds if were to use Pier Avenue School as a school with a 40 year lease from the City. See footnote 46.)

[Mary Campbell] “Can I do a quick follow up? Because it’s related to what, um, Council member Massey asked, let’s just pretend that was some kind of path that was pursued to go back and to turn the Pier Avenue Community Center into a school. Is it considered a historical resource where the work that would be required to turn it into a working public school might be in conflict with the historical significance of that site?” ***(“Buildings and structures identified to contribute to the culture, community or heritage of a locality – and qualified as historical – are recognized by the state as being eligible for special consideration to retain those attributes that are historic during rehabilitation or subsequent change of use. The DSA recognizes that the strict use of the regular code may create difficulties where rehabilitation attempts to retain the historic characteristics of a building or structure. The California Historic Building Code (CHBC) provides alternatives that 1) allow most of the historic characteristics to be retained while 2) achieving the performance objectives of the regular code. ⁵⁵ The Department of General Services in a letter to Pat Escalante March 26, 2014 stated that Pier Avenue School is eligible for State matching funds for modernization as a school.)***

[Terry Tao] “Oh, you know what? I, um, I had thought about that a little bit when I was wandering around the school the other day, or the Community Center, the other day. Um, this is a very significant architect that actually worked on this school, so more likely than not it would be considered a cultural resource. And so the type of money that you would have to put in in order to preserve a cultural resource does get expensive because of the need to preserve those elements that really define what it is the school was. *(Organizations that offer grants to renovate Historical buildings are: Department of Housing & Urban Development, National Trust for Historic Preservation Grants, Save America’s Treasures, Preserve America, Restore America, Getty Conservation Institute, Nat’l Endowment for the Humanities, American Historical Association, American Association for State and Local History, etc.)* Um, it was completely redone, differently than it was in 1911, but it was still a Lunden project. ***(Misinformation: Samuel Lunden was not the original architect of Pier Avenue School in 1911. He was 13 years old in 1911. He designed the reconstruction of Pier Avenue School in 1935 after the 1933 earthquake.)*** So yes, that is likely. Um, but, yeah, you’re going to still, you’re going to run into not only the cost to maintain it as a historic, um, but you’d also be hamstrung with the ability to do some of the expansion you’d need to do. Like for example, take it multi-stories or put underground parking because of your very limited site.” ***(The Department of State Architects and the California Department of Education encourage the use of historic buildings for schools. The DSA publication Rehabilitation of Existing Non-Conforming Buildings for Public School Use and California Community College Use, Appendix M, Why use the California Historic Building Code?:***

“The DSA recognizes that strict use of the regular [building] code may create difficulties where rehabilitation attempts to retain the historic characteristics of a buildings or structures. The CHBC provides alternatives that 1) allow most of the historic characteristics to be retained while 2) achieving the performance objectives of the regular code. The CHBC also provides provisions to address specific

⁵⁵ Rehabilitation of Existing Non-Conforming Buildings for Public School and California Community College Use. DSA REH 002a (rev 11-30-11), Policies and Provisions for the Rehabilitation of Historic Buildings for Public School Use. Appendix M pp.35-36

preservation issues not under DSA authority including The Secretary of the Interior's Standards, CEQA, and local design and preservation ordinances."

- 02:46:50 [Mary Campbell, School Board President] "Yeah, I just think it's really important. You just don't throw kids anywhere, so thank you."
- 02:46:58 [Hany Fangary, City Council member] "Thank you Madam Mayor. I actually don't have many questions, but my water bottle has some questions. So I feel compelled to raise them, um and comment as well. So the first comment is I wanted to thank, uh, Dr. Campbell and Superintendent and Terry. This is just amazing. I thought I was very well informed in this process. I've attended a few meetings. Pat as you know. I was just incredibly informed after sitting for a couple of hours here than I was at a lot of other meetings and lots were reviewed. So I appreciate that.
- 02:48:00 "A question, I think to Terry, First it was a great presentation. I think Councilman Massey asked the question about the school does not have the right to acquire, um, the Community Center if they wanted to, but there is a reference that was made about eminent domain. And is there, can a City acquire through eminent domain, can a School Board acquire through eminent domain City property?"
- 02:48:27 [TT] "Um, there's an actual very interesting answer to this. Um, and your attorney actually left, but, ah, this is a, there's actually a priority system for eminent domain, um, for what's called the most necessary use. School is a very, very high use by the way. Ah, typically it's one of the highest uses that you can run into. Um, much like for example, ah, major utilities, things that you need in order to function, but interestingly the State of California prioritizes a use higher than school use. And that happens to be parks and recreational use. *(Distortion or Falsification: Mr. Tao may be referring to a "conservation easement" which is not quite the same thing as Parks and Recs.⁵⁶ In addition the Agreement for Sale and Purchase of Real Property for Pier Avenue School, Grant Deed, Exhibit "C" specifies that "The property granted herein shall not be used for any purpose other than for park, recreation, open space, educational or other community purposes." The Pier Avenue Sales Agreement would not prohibit it from being used as a school again.)* So the number one, ah, the number one use happens to be parks and recs so it's kind of like a game of war, or a game of chess. Who has higher priority? Actually chess is probably isn't a good example but, a game of war of cards. Whoever has the highest number wins. Well in this case it's whoever has the lowest number wins. Parks and recreation happens to be the least likely to be eminent domain-ed out. So, ah, so you can, don't do this, you can eminent domain a school, but a school can't eminent domain a park." *(According to the Code of Civil Procedure section 1240.510 for joint public use and Code of Civil Procedure section 1240.610, 1240.640 and 1240.650 for more necessary public use it seems that HBCSD would indeed be able to claim eminent domain over Pier Avenue School.)*
- 02:49:45 [Hany Fangary, City Council member] "Alright, well I'm glad my water bottle wanted to ask that question (Hany Fangary's water bottle had a Yes on S label on it and was set out in front of him.). (laughter from the audience) Um, and I think you mentioned this, um that the school

⁵⁶ Civil Code Section 815-816. 815.1. For the purposes of this chapter, "conservation easement" means any limitation in a deed, will, or other instrument in the form of an easement, restriction, covenant, or condition, which is or has been executed by or on behalf of the owner of the land subject to such easement by or on behalf of the owner of the land subject to such easement and is binding upon successive owners of such land, and the purpose of which is to retain land predominantly in its natural, scenic, historical, agricultural, forested, or open-space condition.

buildings are not subject to the City's Historical Preservation rules, so even if the City had an interest on preserving the school, if it's owned by the school district, it's not really our jurisdiction? Is that accurate?" ⁵⁷

02:50:01

[Mary Campbell, School Board president] That's my understanding, because it's really a State piece of property.

[Terry Tao] There's a case on this, its Supreme Court case, Hall vs. City of Taft, and that case says that, ah, with regard to City and schools, they occupy the same kind of jurisdiction, or level, or rung in the pecking order. So they are really not supposed to regulate each other. ⁵⁸ Um, but there are certain things that the City will be interested in, that, um, the City will retain jurisdiction over. *(The City retains the ability to designate cultural and historical resources within the City of Hermosa Beach. See footnote #71 & #72.)*

02:50:33

[HF] "Okay. Um, and I think Terry you mentioned you referred to the M.O.U. (Memorandum of Understanding from HBCSD to the City contained in the Lease Agreement for Pier Avenue School.) not being signed, and you referred to prior litigation. (See footnote #18) I know this subject has come up several times, um, has there been a determination that this M.O.U. is, besides the fact that the one we have is not signed, that the M.O.U. has never been signed? Or is that still a question mark?"

02:50:54

[TT] "That, the M.O.U. is, the M.O.U. has never been signed and from what I can tell, it's Exhibit "B" to the resolution of June 13th 1977, ah so it was an M.O.U. that eventually gets reduced into the Sales Agreement and the Sales Agreement is the final document with regard to the sale. So whatever didn't get incorporated from the M.O.U. essentially disappears."

(The resolution of June 13th 1977 that Terry Tao refers to above is Exhibit 'G' Resolution of Intention to Sell and Authorize the Sale of Real Property to the City of Hermosa Beach and Prescribing the Terms Thereof. The resolution cites Exhibit 'A', the Description of the property, and Exhibit 'B', the Memorandum of Understanding, both of which were included with all the Exhibits A through K included with the Sales and Purchase Agreement.) The Resolution states that "the terms and conditions of the sale of the Pier Avenue School by the District to the City are more particularly set forth in a Memorandum of Understanding marked Exhibit "B" as amended hereto are approved; and..."

The Hermosa Beach City Council meeting minutes of June 14, 1977, page 9, (see appendix) states: "ACTION- to approve a Memorandum of Understanding subject to review and approval by the City Attorney; and to authorize the staff to open an escrow with the Hermosa Beach City School District for the purchase of Pier Avenue School, basically incorporating said

⁵⁷ <http://www.hermosabch.org/index.aspx?page=462> Chapter 17.53 "Hermosa Beach Preservation Ordinance" (Ord. 98-1186, Section 4, 11/10/98) 17.53.020 Purpose and intent. "The purpose of this chapter is to promote the public health, safety, and general welfare by providing for the identification, protection, enhancement, perpetuation, and use of historic resources such as buildings, structures, sites, and places within the City that reflect special elements of the City's architectural, artistic, cultural, historical, political, and social heritage..." 17.53.030 Area of application. "This chapter shall apply to all historic resources, publically and privately owned, within the corporate limits of the City of Hermosa Beach." (Ord. 98-1186, Section 4, 11/10/98)

⁵⁸ <http://scocal.stanford.edu/opinion/hall-v-city-taft-26787> The issue is whether a municipal corporation's building regulations are applicable to the construction of a public school building by a school district in the municipality. Taft argues that it had power to adopt police regulations--building construction regulations under the Constitution.

"Any county, city, town, or township may make and enforce within its limits all such local, police, sanitary, and other regulations as are not in conflict with general laws." (Cal. Const., art. XI, § 11.)

Memorandum of Understanding and attached related material with the following contingencies: Agreed rights of use for both parties and revisionary clause."

There were eight special joint meetings between the Hermosa Beach City Council members and the HBCSD from October 26, 1977 to January 18, 1978 to discuss and agree upon the terms of the Sale and Purchase Agreement of Pier Avenue School. If future use of classrooms as described in the M.O.U was not to be honored then the M.O.U. would have been altered to reflect the new terms.

The MOU, Exhibit B, is stamped with the County of Los Angeles document number #78-241041, the same number stamped on the rest of the Sales Agreement and all of the other Exhibits, A through K.

All exhibits attached to the contract were accepted by both the City and the District and are binding:

#1. According to the Resolution Offering to Sell Real Property to the City of Hermosa Beach by the Hermosa Beach City School District dated February 14, 1978 by HBCSD: **"WHEREAS, the District has authorized the sale of the Pier Avenue School to the City pursuant to the terms and conditions set forth in an Agreement, entitled, "Agreement for the Sale and Purchase of Real Property," and the Exhibits attached thereto and the District has published the Agreement for Sale and Purchase of Real Property and the Exhibits attached thereto for three consecutive weeks pursuant to Education Code 16203."**

#2. According to the provisions of the Agreement for Sale and Purchase of Real Property, dated February 14, 1978 by HBCSD and February 28, 1978 by the City, Article 6 - Miscellaneous Conditions and Warranty, Section 6.03: **"The District warrants that it has the power and right to sell Pier Avenue School upon the terms and conditions set forth in this Agreement and all Agreements attached by Exhibits hereto and said warranty shall survive the closing of escrow."** And in the Agreement for Sale and Purchase of Real Property, Article 5 – Conditions Precedent to Purchase, **"The City's duty to purchase the Pier Avenue School is conditioned upon the occurrence of all the following events:"** 5.02. **"The execution by the parties of all agreements attached hereto as exhibits, and"...**

#3. According the letter provided by the City Attorney, J.B. Mirassou, on January 20, 1978, page 2, paragraph 4, **"In conjunction with the sale the City is entering into a leasing agreement with the District. In my opinion the City has the power and the right to enter into that leasing agreement. Upon closing the lease will be a valid and subsisting document."**

#4. And on page 3, paragraph 3 of the same letter, **"I have reviewed and read the agreement for sale and purchase of real property and the exhibits attached thereto and have been present at the meetings between the School District and the City wherein the terms and conditions were negotiated and the agreements were reached and I am satisfied that those documents set forth the agreements made by the parties."**

Also Article 4, Further Agreements Pursuant to the Memorandum of Understanding, Section 4.10: "Each and all of the terms, conditions and agreements contained herein shall in every respect be binding upon and shall inure to the benefit of the respective successors in interest of and assigns of the District or the City."

[HF] "Okay, and then I just wanted to, um, follow up and second Council member Duclos' comment about the use of that Community Center and the schedule of everything that's going on there. I know, I was there on Friday [night] with *(The Community Center classes are closed on Fridays because the City is closed on Fridays. The auditorium and the gymnasium at Pier Avenue School could continue to be used as joint-use since they both have entrance areas that can be closed off from classrooms.)* Council member Massey and Council member Duclos. We were there for a big event, ah, put together by our surfer community. Um, what's it called? The Big Wave?... (something is said off camera) Okay. And it was just; there was probably over a hundred people there just for that evening, um on Friday. And this is just a Friday evening. And obviously we have a film festival coming this weekend and some, just several events coming up. And I, um, think somebody mentioned before, um, there's a STAR program *(STAR is non-profit education organization that runs after school educational enrichment programs for students. Star classes used to be held after school at both Valley School and View School campuses prior to 2013.)* for the kids and there's the, um, the 50 plus folks. Actually saw them at the Fiesta and they told me specifically that I'm not allowed there until I turn fifty, so... But they're very busy with enough people in that Community Center so I think again that it's fully used. Um, the last comment I'll mention about the EIR. I saw that in the Agenda, or slides, the timing looks like the EIR would potentially be scheduled to come out in December with the end of the period in January. I know we hear in the City a lot when we think; put stuff out there for public comment, there are always complaints if it happens during the holidays. I know for our City, we are only having one meeting in December and Tom, I don't know, we haven't had this conversation whether or not if the City wants to review this EIR and provide input or not. So, just my comment is if you have your period over the holidays, you're going to be hearing from the community, "why are we having a 30 day period over Christmas time?" Because all of us here, we hear that. So it's a comment I'll just raise. Um, and the last comment I'll mention, I think, for my own safety when I get home, I just want to let people know that today is my anniversary and I want to make sure that there's enough witnesses here to know that I remembered my anniversary..."

02:53:20

[Carolyn Petty, City Mayor] "Ah, Dr. Campbell, great presentation. Thank you so much. Pat thank you for organizing this. Having Terry come; this has been illuminating to say the least. And ah, many questions that I had were answered so I don't have any questions. So what I want to say in closing is I encourage people to share this, people here in the room, people watching from home (looks into the camera), share this with as many people as you can. Share this on social media. Spread the word and what I would ask of everybody who votes, be an educated voter. Please do not treat this vote in a cavalier fashion. Take the time to know the decision that your making because it affects the future of this community. Take the time to watch this entire presentation. After that, if you still have questions, ask the School Board. But really take the responsibility of being a voter very seriously because the question that is before every voter is a serious one. (looks away from the camera) So I thank everybody for being here and ah, all the people in the room. It's really been a highly productive evening."

02:54:30

[Mary Campbell, School Board president] "Thank you very much, thank you very much.. I think, um, appreciate the comments. I think Ms. Bove LaMonica has a ..."

[Maggie Bove LaMonica, School Board member] "That was such a nice closing, I'm sorry [that] I have another question. Um, Mr. Tao, my question for you is on Joint use of, um, of school buildings, um, several people have brought up how well used our Community Center is now and what we would do without the space being there. I've seen several modern-day schools built

02:55:07 that have joint use access to them, um, because they have a separate entrance and such, but could you speak at all to Ed Code on what's required for joint use of school buildings?
[Terry Tao] "Um, it kind of depends, there's actually a joint use section [in the Education code]. What the joint section says, is with regard to school use is, with regard to, um, those uses, you [the district] would typically retain priority with all other uses, um, they [the city] would typically retain a secondary priority. Um, so for example if you have a school that received joint use funds that would happen is you would be able to use it for school purposes until the end of the day. Sometimes you'll have some extra-curricular type of activities that are considered school-type purposes and then after that it's largely ah, going to be, um based on whatever your joint use agreement is. Um, however, there are certain restrictions or requirements like for example, I was ah, some of the things that, um, Cities have, have received grants for, and those grants receive some very strict restrictions, like for example the Community Center probably received, ah grants from the, from the Federal Government. Those usually carry a thirty year restriction on them, and they also will usually carry some restrictions on what the usage requirements are. So let's say it happened at the joint use facility then those restrictions sometimes trump the joint use restrictions."

02:56:34 [MC] "Thank you. Any final thoughts? Seeing none, I think we can um, possibly have a motion to adjourn the meeting. Do I have a motion? Is there a second? All those in favor please say "aye". This meeting is adjourned. Thank you very much."

02:56:53 (Loud applause from the audience.)