

Hermosa Beach
Joint City Council and School Board Meeting
Partial 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: 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 – 00:48:24 Resident: Blair Smith
 00:48:33 – 00:50:22 Resident: Clayton Sheperd
 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-Ardilla
 01:01:40 – 01:02:53 Resident: Vince Busam
 01:03:08 [Mary Campbell – School Board President] “Close public comment.”

Part II: Presentation by Mr. Terry Tao, Senior Partner at Atkinson, Andelson, Loya, Rund & 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, Rund & Romo
(per HBCSD Meeting Agenda of May 31, 2016: “Mr. Terry Tao - licensed CA Architect & Seismology Expert” [Mr. Tao does not have an Engineering degree.](http://aalrr.com/attorneys/terry_t._tao)¹⁾

¹ [http://aalrr.com/attorneys/terry t. tao](http://aalrr.com/attorneys/terry_t._tao)

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's poster with pictures of Newport Elementary and El Segundo USD, Richmond Street Elementary schools*) Ah, the Newport [Elementary] school, that was unreinforced masonry school, that cost \$55 million dollars to renovate. (*Loud gasps from the audience*) (**FALSIFICATION: Newport Elementary school cost \$4.1 million to renovate in 2002²**) Ah, that school (*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 million to renovate in 2001.³ \$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. ⁴ \$11 million from Measure C in 1997 renovated the existing bell tower at the El Segundo High School.⁵**) "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 (**See Daly and Associates, Historical Resource Assessment Report Summary of Misinformation and Fabrications**), 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 lawsuit, (**MISLEADING STATEMENT: The lawsuit Committee for Responsible School Expansion vs. HBCSD had nothing to do with Pier Avenue School usage.**⁶) um, that we ended up winning, ah called Community for

² 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.

³ 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."

⁴ El Segundo district aims for \$14 M bond by Nguyen Huy Vu, The Daily Breeze, October 29, 2008

⁵ El Segundo High awaits bond vote by Brian Simon, Easy Reader News, November 1, 2001

⁶ 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

Responsible School Expansion vs. Hermosa Beach School District, um, which a, also addressed some, in a very, 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.” **(FALSIFICATION:** According to HBCSD documents Invoice #499132 from Atkinson, Andelson, Loya, Ruud & Romo, Mr. Tao spent 42.75 hours from May 17 to May 31st and billed the district \$10,901.25 for his presentation.⁷)

“So don’t think a lot of work went into this. 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.” **(CORRECT INFORMATION:** According to the provisions included in the Agreement and Exhibits between the city of Hermosa Beach and HBCSD, usage of classrooms, storage space and office space was dependent on district enrollment exceeding 1,266 students. There is no expiration to this provision. Exhibit K outlined the continued usage of the auditorium, gymnasium, tennis courts and changing rooms by HBCSD and was based on a 50-year term in three-year renewable increments.) Um, there are a number of issues associated with the school. **(MISLEADING STATEMENT)** There are Field Act issues **(CORRECT INFORMATION:** Pier Avenue School was built to Field Act seismically safe specifications in 1934. There are NO Field Act issues with either Pier Avenue School or North School.) 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 1934 to Field Act specifications.)* And the science associated with the Field Act continually changes, **(MISLEADING STATEMENT:** Even if the science changes, it doesn’t mean that either Pier Avenue School or North School are unsafe for students.) **(COMPETING INFORMATION:** According to the Seismic Safety Inventory of California Public School prepared by the Department of General Services (November 15, 2002) page 5: “Public school buildings in California are the safest in the nation. They exceed the seismic standards required for most other buildings and have proven to provide a level of protection that assures the safety of California public school children. 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.”)

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.

⁷ According to HBCSD Invoice #499132 from Atkinson, Andelson, Loya, Ruud & Romor, 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.

so we'll talk a little bit about that, um, as we go.⁸ And lastly, there are Title 5 requirements, recommendations. *(COMPETING INFORMATION: Title 5 are recommendations not requirements. The district putting kindergarten students in classrooms designed for 3rd and 4th graders at North School (aka Vista School) from 2021 to 2022, violated Title 5 recommendations. The finished size of North School at 2.35 acres for 510 students also violated Title 5 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 log going on in the State of California. And at that time, this, right at the cusp, the beginning, of Proposition 13. *(CORRECT INFORMATION: Proposition 13 passed on June 6, 1978. Pier Avenue Middle School was sold to the City on February 28, 1978, three months before Proposition 13 passed! In February 1978, neither the school district nor the city knew that Proposition 13 would pass. It is unlikely that Proposition 13 had anything to do with HBCSD deciding to sell Pier Avenue School to the City of Hermosa Beach.)* "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." *(COMPETING INFORMATION: There is no evidence of a resolution for sale dated October 14, 1976 in the Agreement for the Sale and Purchase of Pier Avenue School. There IS a copy of a preliminary "Resolution to Offer for Sale the Pier Avenue School, For Less Than Fair Market Value" that was dated January 3, 1977 that is unsigned. There is also the "Resolution of Intention to Sell and Authorize the Sale of Real Property to the City of Hermosa Beach and Prescribing the Terms Thereof" which was dated June 13, 1977, identified as Exhibit G with attached Exhibit A (the description of the property) and Exhibit B the Memorandum of Understanding which prescribes the district's future use of Pier Avenue School and gives detailed escrow instructions.)* "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 *(released November 1976)* (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 an 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 community. It'll be people who use the schools. And that evaluation gets made and eventually a recommendation

⁸ 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.

gets made to the School Board.” **(CORRECT INFORMATION:** *The 7-11 process or Surplus Property Process is governed by Education Code #17389. This code did not take effect until 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. Therefore, Terry Tao’s statement that many people in the community participated in the decision to sell Pier Avenue School is incorrect.*) “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 groups. One of the first groups is parks and recreation 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.” **(Did the State of California pay for Pier Avenue School or did Hermosa Beach taxpayers?) (CORRECT INFORMATION:** *The sale or lease of real property is governed by Article 4 of the Education Code, section #17464, which did not become effective until January 1, 1988. This provision was NOT in effect when Pier Avenue School was sold to the City in February 1978 and so does not apply to the Agreement for the Sale and Purchase of Pier Avenue School.*) “And since about 1968 there was something called the Quimby Act. And what Quimby Act meant is if 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 at a fraction of what the fair market value price is.” **(CORRECT INFORMATION: #1. The Quimby Act was enacted in 1975 NOT in 1968. #2. The Quimby Act allows cities and counties to require that developers set aside either land for parks or pay fees for park improvements. The Quimby Act has nothing to do with HBCSD selling Pier Avenue School for less than fair market value so that the school district would be allowed to use Pier Avenue School in the future for students when enrollment surpassed 1,266 students.)** “I haven’t looked at the statue for a while;” **(FALSIFICATION: Mr. Tao billed HBCSD for .5 hours on May 30, 2016 (which was the day before this presentation) for “Legal Research Re Quimby Act and Application to Pier Avenue School” on invoice #499132 sent to HBCSD, dated May 31, 2016.)** “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.” **(FALSIFICATION: The Quimby Act has NO SUCH provisions!)** **(CORRECT INFORMATION:** *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 for the Sale and Purchase of Pier Avenue School because it did not become law until 1997, 19 years after the sale of Pier Avenue School to the City of Hermosa Beach.*) “So that’s what this is, AB1530.” **(INCORRECT STATEMENT: No such code, AB1530, is listed in the Sales and Purchase Agreement for Pier Avenue School. However, California Education Code 15051 is cited. 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 of Intention to Sell and Authorize the Sale of Real Property to the City of Hermosa Beach and Prescribing the Terms Thereof. The code cited in the resolution is California Education Code 15051. The original Education Code section 15051 was reorganized and renumbered in 1977 by the Department of Education. The Education Code that authorizes school districts to sell a school site that is deemed to be surplus property is Education**

Code 17455 to 17484, Article 4, Sale and Lease of Real Property.) “because at that time there were alterations occurring to the Quimby Act which had already been passed in 1968.”
(FALSESIFICATION: The Quimby Act was passed in 1975 and had nothing to do with the school district offering to sell Pier Avenue School to the city.) “Why am I showing you this? You got to 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 MOU, ah, in an MOU, 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 the time may have been thinking about, hoping for, fantasizing about maybe...” *(CORRECT INFORMATION: The City of Hermosa Beach accepted the MOU at their June 14, 1977 meeting; only one day after receiving the Resolution of Intention to Sell and Authorize the Sale of Real Property to the City of Hermosa Beach and Prescribing the Terms Thereof (Exhibit G) from the Hermosa Beach School District, dated June 13, 1977. The city council meeting minutes of June 14, 1977 state: “ACTION – to approve the 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 the said Memorandum of Understanding and attached related materials with the following contingencies: Agreed rights of use for both parties and reversionary clause.” The Agreed rights of use were described in Article 9, Future Use of Property 9.02 – “Its use shall not be for any purpose other than parks, recreation, open space, educational, or other community purposes.” The reversionary clause was described in Article 10, Right of Re-Entry.) The MOU did not need to be signed because the city accepted the MOU thus making its provisions binding when they took out an escrow following the instructions in Article 3 in the MOU on June 28, 1977.)*

02:09:38

Slide: Reference to MOU in June 13, 1977 [Terry Tao] “Um, so, check out the date, June 13, 1977. There is a cross reference to this MOU and the cross reference to the MOU, um, which is an unsigned MOU, and it doesn’t reflect all of the final sales terms.” *(COMPETING INFORMATION: Of course the MOU did not reflect “all of the final sales terms” – it only prescribed the most important terms of the initial offer to the city. This was so the city could decide if they would accept the district’s terms before they continued with the rest of the Agreement. The Resolution of Intention to Sell (Exhibit G) Item #2: “NOW THEREFORE, it is hereby found, determined and ordered: THAT, the terms and conditions of the sale of 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;”*

Neither the Resolution of Intention to Sell (Exhibit G) nor the MOU (the attachment to Exhibit G) were signed, yet Terry Tao does not reject the Resolution from the school district, only the MOU that was attached to it. Both were included in the final Agreement signed by the city. The Resolution of Intention to Sell (Exhibit G) is also referenced in item 1.09 of the main Agreement even though the Resolution (Exhibit G) was not signed. If the Resolution was accepted, then Exhibit B attached to the Resolution (i.e. the MOU) was also accepted by the City whether it was signed or not.

The Agreement and all the Exhibits (including the Resolution of Intention to Sell (Exhibit G) and the attached MOU and description of the property) that were agreed to between June 14, 1977

and culminating in the final Agreement signed on February 28, 1978 were accepted by the city at the City Council meeting of 2/28/78. Why would the city and Terry Tao only deem Exhibits A through K to be valid, but NOT accept Exhibit G of which the MOU was attached?) “But 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 Quimby Act or the Naylor Act in the Sales Agreement for Pier Avenue School. The Quimby Act does NOT specify a reversionary clause. The Quimby Act was created as a way for cities and counties to charge developers for fees to create or maintain parks. There is NO reversionary clause in the Quimby Act because it only has to do with accessing fees from developers. The Quimby Act has NOTHING to do with the sale of Pier Avenue School.)** “are kept in because that was dedicated by law, 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 the Memorandum of Understanding that there have been articles written about, there have been references made to, but it’s important to recognize what this MOU really is.” **(COMPETING INFORMATION: The Memorandum of Understanding (MOU) spelled out the essential terms of the agreement that were carried out by both parties thus making ALL the terms (Articles 1, 2, 3 and 4) of MOU binding. The MOU was executed when Article 3 Escrow, Section 3.01 was completed by the city and accepted at the city council meeting of June 28, 1977. The MOU was made binding at that point and did not need to be signed.**

In addition to the MOU and the Escrow, there are also Exhibits A through K included in the sales Agreement. All Exhibits and the MOU were sent to be recorded at the Los Angeles County registrar’s office after the signing of the Agreement. All pages of the Agreement (including the Exhibits and the MOU) are stamped with official document number #78-241041.

The Memorandum of Understanding was a part of Exhibit G the Resolution of Intention to Sell, as was a description of the property to be sold. Section 4.02 of the MOU states: “The nature of this memorandum of understanding shall be construed as being analogous to a lease in that 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.”

Section 4.10 of the MOU states: “Each and all 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 and the City.”)

[TT] “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.”

(COMPETING INFORMATION: The Hermosa Beach City Council meeting minutes of June 14, 1977 states: “Action – to approve the 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 material with the following contingencies:
Agreed rights of use* for both parties and revisionary clause."

*The Agreed rights of use was specified in the Agreement under **Article 9, Future Use of Property**: "The City agrees and promises that the future use of the property shall be restricted as follows: 9.02 Its use shall not be for any purpose other than parks, recreation, open space, educational or other community purposes."

The Hermosa Beach **City Council meeting minutes of June 28, 1977, page 8** states: "ACTION – to approve the 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 City of Hermosa Beach City Council members and HBCSD from October 26, 1977 to January 18, 1978 to discuss and agree upon the terms of the Sale and Purchase Agreement for Pier Avenue School. If future use of classrooms as described in the MOU was NOT to be honored, then the MOU would have been altered to reflect the new terms.

When the Sale and Purchase Agreement was finally signed by the city at the city council meeting on February 28, 1978, the MOU (Exhibit B to Exhibit G the HBCSD resolution) was attached and was included as part of the final agreement. All pages were sent to the Los Angeles County recorder's office to be formally recorded by the county. Exhibits A through K were included with the Sale and Purchase Agreement. All pages of each exhibit (Exhibits A, B, C, D, E, F, G, H, I, J and K) and the eleven pages of the Agreement were officially stamped with the official document number #78-241041.

OTHER EVIDENCE FOR THE ACCEPTANCE OF THE MOU BY THE CITY SPECIFIED IN THE AGREEMENT AND ALL EXHIBITS SIGNED ON FEBRUARY 28, 1978:

Sale and Purchase Agreement: Article 6, Miscellaneous Conditions and Warranty, 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 Exhibit hereto and said warranty shall survive the closing of the escrow."

Included in Sale and Purchase Agreement: Letter from J.B. Mirassou (HB City Attorney), dated February 28, 1978, page 2: "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."

Page 3: "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."

Letter to the Editor dated April 5, 2018 from George Barks, former Hermosa Beach City Council member and signer of the Agreement for the Sale and Purchase of Real Property: "To set the

record straight, as a former city councilmember during the time of the sale of the Pier Avenue School to the City, I can attest first-hand that when this issue came before the council, we absolutely guaranteed that the students could return to use the school if needed in the future. I have always said: "Why wouldn't the City Council allow Hermosa students priority use of Pier Avenue classrooms and facilities?"

02:10:56

Slide: Unsigned June 13, 1977 MOU

[TT] "So it's terribly, I don't really want to say this, 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."

(EXAGGERATION: The MOU was discovered by a Facilities Planning and Advisory Committee member in October 2013 at the Los Angeles County Registrars' Office. A complete copy of the Sales and Purchase Agreement had also been recorded with the County Registrars' Office. Before October 2013, the general public was not aware of the MOU. In an article for The Beach Reporter, Document uncovers details about 1978 Pier Avenue School sale, by Alana Garrigues, November 20, 2013, Alana reports the discovery of the MOU by Facility Planning and Advisory Committee member, Katrina Bacallao.

There is a lot of misinformation contained in Ms. Garrigues article. She confuses Exhibit K, the Lease Agreement for Future Use of Pier Avenue, which covers district use of the auditorium, gymnasium, etc. on a 50-year renewable basis with the MOU provisions to use classroom, office and storage space when district enrollment exceeds 1,266 students. The provisions in the MOU do not have an expiration date and are based solely on district enrollment above 1,266 students.

Why had the MOU been removed from available copies of the Sales and Purchase Agreement for Pier Avenue School? Why did it fall on an FPAC member to find the MOU? Why didn't Superintendent Pat Escalante or City Manager Tom Bakaly know anything about the MOU as they claim in Ms. Garrigues article? Isn't it their JOB to find out this information for Hermosa Beach taxpayers and the school district? Why didn't either Lance Widman (former school board member from 2002-2008) or George Schmeltzer, both of whom had been signers on the original Agreement including the MOU, alert either Pat Escalante or Tom Bakaly as to its existence? The MOU seems to have been removed from copies of the Agreement so that the general public would not know of the district's contractual provision to use classrooms, office and storage space at the Community Center. Is it possible that both City Manager Tom Bakaly AND Superintendent Pat Escalante knew about the MOU, but kept the information from Hermosa Beach residents? Why would they decide to keep this information from residents? Were they told to do so by others in the school district and the city?

Lastly, at the end of her article, Ms. Garrigues states that the Pier Avenue escrow and related documents would be uploaded to hbcasd.org for public viewing. Although the Pier Avenue escrow and most of the Agreements and Exhibits were uploaded to the district's website, the MOU was inexplicably left out of the upload to the public.)

(Continued Misinformation from the City and the School District: In addition to statements confusing the provisions of the Memorandum of Understanding with Exhibit K, Lease Agreement for Future Use of Pier Avenue School, made in Ms. Garrigues article, both Superintendent Pat Escalante and City Manager Tom Baklay confuse the two separate provisions to the public on several occasions:

See *Sale of Pier Avenue School Article 4 of the MOU (Escrow Exhibit "B")*. "The MOU states that at the close of the 10 year period (1988) the district shall have the continued right to use the school for the purposes above at a "reasonable rent"... then HBCSD Superintendent goes on to say "In essence, the City owns Pier Avenue School (Community Center), the District has a 15 year lease agreement." This statement confuses the continued right to use classrooms, office and storage space when district enrollment exceeds 1,266 students (specified in Section 4.03 of the MOU) with the 50-year renewable lease provisions specified in Exhibit K, Article 3, Option to Renew.

See *Update on Proposed Expansion of P.A.R.K. after school program, October 8, 2013*. "In the context of school facility capacity discussion, suggestions have been made about permanently expanding the use of the Community Center to include more all-day school-based activities. However there are numerous obstacles to such a significant modification including:..."

City Manager Tom Bakaly incorrectly infers that the school district would need to:

#1. "The City owns the site and it is not for sale due to community programming needs."

Correct Information: HBCSD does NOT need to buy back the Community Center in order to use classrooms. Classrooms, office space and storage space would only be needed on a temporarily basis until enrollment drops back below 1,266 students which happened around 2020 (7 years of use by HBCSD);

#2. "The deed restrictions indicates that programmed activities must be for recreational purposes."

Correct Information: The deed allows use of the Community Center for parks, recreational, open space, educational, or other community purposes (See Article 9 Future Use of Property, 9.02);

#3. "All rooms at the Community Center are currently programmed for other activities including at-risk teen programs, disabled adult programs and various adult youth recreational programs."

Correct Information: Exhibit D, Arbitration Agreement, Article 4 states: "It is the intent of the parties that Hermosa Beach residents and property owners shall be given priority in the use of the facilities." Some of the programs currently using classrooms at the Community Center are primarily used for adults and youth who reside outside of the City of Hermosa Beach.;

#4. "The Center is not appropriately modified for school use as there are no kitchen facilities that could be designated for school use, and the building has not been upgraded to modern standards (such as elevators and other needs.)"

Correct Information: There were kitchen facilities located next to the gymnasium in the Community Center, but the City pulled out the appliances and cabinets from the kitchen in 2013. Currently, there are disabled adults who use the center, so obviously they can access certain classrooms and restrooms. State matching funds can be used to add an elevator to the Community Center and make other improvements that both the City, the District and Hermosa Beach residents could take advantage of. (See *letter to Superintendent Pat Esclante from the Department of General Services, Office of Public School construction dated March 26, 2014.*)

See article in the *Beach Reporter* by Alana Garrigues dated November 22, 2013, *City attorney questions document in Pier Avenue School sale*. "The MOU was something proposed by the board in an early resolution, but never executed by the parties." This is a patently false statement. The MOU was proposed by the school board and then accepted by the City at their meeting on June 14, 1977 AND when the city opened an escrow at the Bank of America following the provisions outlined in the MOU, Article 3 on June 28, 1977. Neither the Resolution

nor it's attached MOU needed to be signed since the City accepted (executed) the provisions of the Resolution and the MOU. There is no statement in the Agreement that cancels the MOU and substitutes Exhibit K, the use of the auditorium, gymnasium, tennis courts and changing rooms as the district's only use of the Community Center.

"It makes it very difficult for them in some respects because it makes it difficult for them to invest money in the buildings, 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 with the specter of this unsigned MOU ⁹ hanging over their head that really isn't applicable."

(COMPETING INFORMATION: The City purchased Pier Avenue School in 1978 using a Housing and Urban Development grant. The City only paid the School District \$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 sold to the City below fair market value of \$1.1 million (appraised in December 1975) specifically so the school district could use the campus again in the future if needed for students.)

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 4.10 "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."

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 9, Future Use of Property] Essentially the restrictions is, if it's ever not used for recreation purposes again, then it gets transferred back to the school district." *(Misleading Statement: The text of Article 9, Future Use of Property, 9.02 states: "Its use shall not be for any purpose other than parks, recreational, open space, **educational**, or other community purposes."*

*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."*

⁹ 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."

“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 sale 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

[TT] “And of course the right of reentry if the property is not used for the recreation or community purpose that it’s being used for.”

(INCORRECT INFORMATION: The Quimby Act has nothing to do with the Agreement for Pier Avenue School. The Quimby Act allows cities and counties to levy fees from developers to be used for park improvements and acquisition.)

(CORRECT INFORMATION: Sale and Purchase Agreement, Article 10, Right of Re-entry: “In the event the City shall ever trade, sell, exchange or rezone the property known as Pier Avenue School, the District... shall have the power to terminate the City’s right and possessory interest in and to the Pier Avenue School.”

(Misleading Information: Both Article 9, Future Use of Property AND Exhibit C, the Grant Deed state that the Community Center can also be used for educational purposes.)

(ADDITIONAL INFORMATION: From 1982 to 1995 the City of Hermosa Beach violated the Agreement for the Sale and Purchase of Real Property Grant Deed by quietly selling and rezoning lot 4 in the original description of the Property, Exhibit A of the Agreement. Lot 4 was sold to the Alano Club on March 28, 1995. See [Rezoning and Sale of Lot 4 by the City of Hermosa Beach](#))

02:13:09 **Slide: Signed February 14, 1978**

[TT] “So the final sale is 1978. Um, we talked about the, the, inclusionary, the reversionary right, um, let’s go over to a couple of issues.”

02:13:23 **Slide: Re-Acquisition of Pier Avenue Steps**

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

(COMPETING INFORMATION; Title 5 are recommendations, not absolutes.¹⁰ HBCSD has had no problem violating Title 5 recommendations in the past. HBCSD violated Title 5 recommendations when they put transitional kindergarten and kindergarten students in classrooms that were designed for 3rd and 4th grade students at North (Vista) School. HBCSD also violated Title 5 recommendations when they designed the 2.35 acre North School for 510 students. See the [letter sent to HBCSD on April 11, 2019 by the California Department of Education, re: North School](#).

¹⁰ 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.

Surface drainage

- Proximity to high power lines
- 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.)¹¹*
- 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

(COMPETING INFORMATION: These requirements also applied to the destruction and rebuilding of North School (aka Vista School). These requirements are NOT limited to using Pier Avenue School. HBCSD had no problem completing these steps for the new North School. It is not clear if HBCSD would have had to verify these issues if it were only temporarily leasing classrooms at Pier Avenue School until enrollment decreased.

02:13:23

[TT] “And let’s go over to a couple of issues. 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 *(or use)* any property for school purposes.” *(COMPETING INFORMATION: 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 (5-16-12/14). The Hermosa Beach Community Center 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.)*

INFORMATION TO CONSIDER from the DGS findings:

- 1.) The District may use Pier Avenue School for public school students.
- 2.) In order to receive modernization or new construction funding from the State:
 - a.) HBCSD can use rooms at the Community Center without receiving modernization or new construction funding totaling only **\$187,011**.
 - b.) The district must be able to lease Pier Avenue School for a term of 30 years from the city to be eligible for only \$187,011 in additional funding from the state. (According to the MOU usage of Pier Avenue School is dependent on enrollment above 1,266 students. There is NO EXPIRATION to this provision. Therefore, the district can lease the Community Center from the city for use by school students and receive modernization or new construction funding from the State.

¹¹ 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

c.) *Between 2013 and 2015 HBCSD was willing to, and did spend, more than **\$1,149,000.00** on temporary classroom facilities that did NOTHING to relieve overcrowding at Valley or View school campuses.*

3.) *There are no other educationally adequate sites for new construction available under a 40-year lease.*

a.) *What are the other educationally adequate sites for new construction available under a 40-year lease in Hermosa Beach?*

b.) *North School is not a lease, it is owned by HBCSD.*

INFORMATION TO CONSIDER from the DGS findings that HBCSD opted for:

1.) *The District may re-open and establish modernization eligibility at the site [North School] if they intend to use the site as a school for at least 5 years.*

a.) *Only five months after the passage of Measure S, school board members were given a new projection of future enrollment at HBCSD from their **enrollment consultants Decision Insite**. The November 2016 Report projected significantly less students in the district in the future. Even with this new enrollment projection, school board members continued with their plan to rebuild North School for 510 students for \$28 million dollars.*

b.) *HBCSD reopened the newly built North School (aka Vista School) in March 2021 after laying off six teachers.*

c.) *As of November 2022 there are approximately 1,232 students attending Valley school and North (Vista) school. Of those 1,232 students, 52 are attending HBCSD schools on interdistrict permits from other school districts. Therefore, there are only 1,180 students from Hermosa Beach attending Valley and North schools.*

a.) *As of 2022, enrollment has dropped below 2009 levels to 1,232 students. District enrollment at its high point was 1,472 students in September 2014. That is 240 less students than when the district's \$59 million dollar bond was passed in June 2016 on district claims of rising enrollment.*

b.) *View School is scheduled to be **expanded** and reopened in September 2022.*

c.) ***HBCSD MUST continue to use North School, whether they need it or not, until 2026.***

d.) *HBCSD has lost at least \$130,000/year income (old lease for some North School buildings by Children's Journey) from NOT leasing North School to a private enterprise.*

e.) *Five months after the Measure S bond was passed (June 2016), the **district's enrollment consultants** changed their prediction of future increasing enrollment to that of significant future decreases in district enrollment.*

f.) *State funding for school districts is dependent on enrollment. Therefore, as enrollment drops at HBCSD, State funding will also drop. Compounding the lowered funding from the state is HBCSD's additional lost income from not leasing North School (aka Vista School) to a private enterprise. See **California schools are running out of money** by Emily Hoeven, October 18, 2021 and **California schools face funding crisis as student population declines**, by MacKenzie Mays, Saff Writer Los Angeles Times, January 11, 2022.*

*"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." (MISLEADING STATEMENT: Pier Avenue School does NOT need to be "reacquired" by the school district. HBCSD can use classrooms temporarily at Pier Avenue School until enrollment declines below 1,266 students. The cost of classroom usage is covered in **Section 4.04 of the MOU**: "...the City shall have the right to charge a reasonable rental for the use of the school facilities by the District. Said*

rental shall be in accordance with what comparable facilities, zoned open space, educational or recreational purposes charge for like facilities.” The City can choose to let HBCSD use classrooms at the Community Center for free. Currently, the City does not charge the HB Historical Society to use space at the Community Center. See [Email from Mayor, Michael DiVirgilio dated July 9, 2014.](#)) “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.” (**MISLEADING STATEMENT:** PCH at Pier Avenue receives an average daily traffic of 50,000 vehicles which is allowable under CDE Title 5 standards. See footnote #27. Many schools are located off major feeder street. Redondo Union high school is also located on Pacific Coast Highway. Pat Escalante’s former job took place at El Rodeo School that was located off Wilshire Blvd in Beverly Hills.) “Um, that you’re going to have contaminants generated, um, I believe you have a gas station nearby.” (Again, Title 5 standards are recommendations only. HBCSD has had no problem ignoring Title 5 recommendations in the past.) “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.” (There is no evidence that Pier Avenue School or North School are located on an earthquake fault.¹²) “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 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.” (**MISLEADING STATEMENT:** PCH at Pier Avenue receives an average daily traffic of 50,000 vehicles which is allowable under CDE Title 5 standards. See footnote #27. Title 5 standards are recommendations NOT absolutes.) 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 and the basketball courts; 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 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:** According to the [Guide to School Site Analysis and Development, 2000 Edition](#), the required acreage for 301 to 450 Grades Six through Eight students is **8.8 acres NOT 9.6 acres** as Mr. Tao states.) (**COMPETING INFORMATION:** 1.) According to the [Guide to School Site Analysis and Development, 2000 Edition](#), the required acreage for 301 to 450 Grades One through Three students is 4.8 acres. According to a letter from the CDE dated April 11, 2019 to HBCSD, the final North School site for

¹² City of Hermosa Beach General Plan Update, Existing Conditions Report, October 2014, Chapter 9 Geology and Soils

425 students is only 2.35 acres which is only 27% of the (Title 5) recommended 8.7 acres. 2.) North School (aka Vista School) comprises of only 2.35 acres and was built with 17 classrooms to house 510 students (17 classrooms x 30 students per classroom).) “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 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.” (**Misleading Information:** Why show the people of Hermosa Beach a school that had been destroyed in Compton in the 1933 Earthquake, that has nothing to do with either Pier Avenue School or North School?) “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:** That is NOT significant since Pier Avenue School was reconstructed after the 1933 Earthquake to Field Act seismically safe specifications.) (**Competing Information:** The original Pier Avenue School building was designed by Richard D. King in the Classic Revival style. Richard King also built the iconic Villa Riviera Hotel located at 800 East Ocean Blvd., in Long Beach, CA. The Riviera Hotel was built in 1929, survived the 1933 Long Beach Earthquake and is still in use today. The original Pier Avenue School that had been designed by Richard King was heavily damaged during the 1933 earthquake. It was reconstructed by Samuel Lunden in the WPA Moderne style and built to the mandatory seismically safe 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 concrete, not very much, but some. 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 2002.¹³ 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,” (**Competing Information:** Terry Tao is an attorney with an architect background, he is NOT an engineer, he does NOT have an engineering degree. He is not qualified to make seismic evaluation of 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.”

¹³ 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 attached document.

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 *(Where is the proof that it took “so long” to do the RECONSTRUCTION of Pier Avenue School?)* required to put Pier Ave back together because of the amount of damage Pier Ave sustained.” **(Misleading Statement:** *After the 1933 Earthquake there were many schools that needed to be reconstructed and a shortage of qualified architects and structural engineers to work on them. Funding for the reconstructions of southland schools was not received by school districts until March 1934. After receiving funding there was also a bottleneck to get plans approved from the newly formed Department of State Architects since hundreds of school districts had submitted plans for reconstruction of school buildings. The Department of State Architects was formed after the 1933 Long Beach Earthquake along with the Field Act seismically safe building requirements. The length of time the reconstruction took after the 1933 earthquake has nothing to do with the finished seismic integrity of Pier Avenue School. Samuel Lunden finished the reconstruction of North and South schools in 1934 prior to reconstructing Pier Avenue School in 1935. Samuel Lunden had more than a year to work on the architectural plans of Hermosa Schools after the 1933 Earthquake.)* 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, was designed and built by Samuel Lunden in 1934 using Field Act mandated seismically safe construction requirements. Richard D. King designed the original 1911 Pier Avenue School.)* “Because remember, a lot of what is in place today is actually what was built and designed in 1939.” *(The addition of the gymnasium and East wing of classrooms was designed by Marsh, Smith and Powell in 1939 and were also built to Field Act mandated seismically safe 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.¹⁴ 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 concrete reinforced masonry buildings, which is what it is what Pier is.” **(Misleading Statement:** *According to Hermosa Beach Building Assessment, ASCE 31-03 Phase 1 Structural*

¹⁴ 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.

Seismic Evaluation Report, by John A. Martin & Associates, 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, pages 11 and 12, C2 is rated Category 1: Building Types Expected to Perform Well in Future Earthquakes.¹⁵ (The issues with the Olive View hospital have NOTHING to do with the earthquake integrity of Pier Avenue School or North School.) “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.” (**Competing Information:** *According to the Seismic Safety Inventory of California Public School prepared by the Department of General Services (November 15, 2002) page V.: “Public school buildings in California are the safest in the nation. They exceed the seismic standards required for most other buildings and have proven to provide a level of protection that assures the safety of California public school children. 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.”*)

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.¹⁶” (**Distortion:** *The freeway and parking structures did not collapse because of how the concrete was designed, but how the joints handled the stress.¹⁷ The Field Act building requirements only applied to public schools built after 1933. The 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

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

¹⁶ **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.

¹⁷ 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...”

the car, that the car was likely to flip over, spin around, um, basically maim you in a hundred different ways.¹⁸ So 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 be 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 #29)* It doesn't mean that the Community Center is any less safe than it was before.¹⁹ It still meets the building code in 1939 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 reconstructed Pier Avenue School in 1935 not 1939. Samuel Lunden and the structural engineer for Pier Avenue School in 1935, Paul Jeffers, were MIT graduates.)* "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, 1933.²⁰ Both North School and Pier Avenue School were reconstructed using Field Act specifications in 1934/1935 respectively.^{21 22} "Since the enforcement of the Field Act, no school has collapsed because of a*

¹⁸ 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 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.

¹⁹ <http://www.documents.dgs.ca.gov/dsa/pubs/FinalAB300Report.pdf> Seismic Safety Inventory of California Schools, November 15, 2002, page 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."

²⁰ https://en.wikipedia.org/wiki/Field_Act

²¹ 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.

²² 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."

seismic event, and there has been no loss of life.”²³) and more likely than not it would require very significant upgrades.” (Incorrect Statement: according to the California Department of General Services, the Office of Public School Construction and the Department of State Architects.²⁴ 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.²⁵ 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 the Community Center/Pier Avenue School in summer 2015. The report assessed the Community Center as being in very good condition.²⁶ At the City Council Meeting of May 4, 2016, City Manager, Tom Bakaly, and City Council members discussed the findings of the John A. Martin & Associates and Civil Source reports on the structural integrity and condition of the Community Center (aka Pier Avenue School). Neither Tom Bakaly nor any of the City Council members offered this information to Terry Tao or to the public during Mr. Tao’s presentation, instead they withheld information regarding the structural integrity of the Community Center from the public.²⁷)

02:23:40

Slide: Building No Longer Considered Field Act. (False Statement)

- Building not carried on either DSA or OPSC inventory (**Misleading Statement**)
- Treated as a purchase if brought back as a school (**Misleading Statement**)
- Must meet Field Act requirements for a school (*Pier Avenue was built to Field Act specs.*)
- Changes made by city includes: (**Misleading Statement: The Community Center was sold to the City below fair market value and the City knowingly accepted a lease agreement for future use by the school district. There is no evidence that any upgrades made to the Community Center have diminished it’s Field Act status.**)
 - o Museum
 - o Upgrades to Auditorium
 - o Senior Center

²³ <http://www.documents.dgs.ca.gov/dsa/pubs/FinalAB300Report.pdf> Seismic Safety Inventory of California Public Schools, November 15, 2002, page 5.

²⁴ 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.”

²⁵ John A. Martin & Associates, Inc. “Hermosa Beach Building Assessment, ASCE 31-03 Phase 1 Structural Seismic Evaluation Report.” August 12, 2015. Pp. 4-5.

²⁶ 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.

²⁷ 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.

- 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 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 *(The preliminary EIR started in March 2017)*
- 45 Day review period, mid-January 2017
 - EIR approximately April 2017 *(The EIR was finished and accepted by HBCSD in February 2019)*
 - 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.) (Competing Information: 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.) (Competing Information: John Martin & Associates and Civil Source, Inc. conducted an inspection of Pier Avenue School in 2015; it passed a TIER One (required) inspection and was described as in very good condition. See footnotes #38, #39. The City Council and City Manager knows this. See footnote #40)**
 "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, **(The draft process did not start until March 2017)** ah, or some time in December. A review period into January, ah, and an EIR that likely be out sometime in April **(The 1st Environmental Impact Report review occurred in November 2017 and the 2nd review took place in December 2018)** for review purposes. **(The final highly flawed final EIR was accepted by the school board in February 2019)** 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 State of Architecture (DSA) 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 renowned architect Samuel Lunden²⁸ in the design of North School. First claiming that Lunden wasn't involved in the rebuilding North School at all, See page 15, 20, 21 and 22 of the Historical Resources Assessment of North School 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 if you look at 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 *(pointing to his slide of North School blue prints)* 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.)*²⁹ *What evidence is there of the amount of*

²⁸ See attached short biography of Samuel Lunden and the 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.

²⁹ 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."

*actual damage to either North School or Pier Avenue School that Terry Tao refers to?) “So, let’s take a look at DSA application 382 because I heard somebody mention that they have the DSA application; well I have it too. (See Department of State Architects list of job application numbers for Hermosa Schools.) So there is the DSA application right there. (See original Green Bill form for DSA Application Number #382.) Pat Escalante had claimed in her Measure S Informational Presentation on May 25, 2016 that this Green Bill form was for a loan that Samuel Lunden applied for from the DSA to reconstruct North School. The DSA does not have a lending arm. This form was in fact an early version of the Division of Architecture application form for Approval of the Plans and Specifications for the Construction, Reconstruction, Alterations of or Additions to a School Building.) 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 hand-typed instructions and six pages of architectural drawings in his application to the DSA for the reconstruction of North School in 1934.³⁰ 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 no one in the School District is denying that that wasn’t an actual MSP Architect’s designed building. The before and after photos of the original classroom building designed by Richard D. King in the Classical Revival style and the reconstruction done by Samuel Lunden in the WPA Moderne style are completely different.)*

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, the council and the community. (Didn’t everyone on the board already investigate and understand the issues surrounding Pier Avenue School and North School before they decided to put a \$59 million dollar bond on the ballot in June 2016? Is this new “information” to them?) “Um, I had a question. You were mentioning grand-fathering 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

³⁰ See attachment. 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 attachments. Copies of reductions made of the 6 pages of blueprints for North School submitted by Samuel E. Lunden and an example of information contained in the 61 pages of specifications for the reconstruction of North School by Samuel E. Lunden in 1934.

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.³¹)* “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 2002.³²)* “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.³³)* “The only reason why Pier didn’t end up on AB300 for school purposes was 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.³⁴)*

02:32:50 [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, *(in this context the term “de-listed” should have nothing to do with the AB300 inventory of schools. Both North School and Pier Avenue School were not on the AB300 list for HBCSD. See footnote #45.)* ah, would likely still be considered a school, ah, so it could continue to be used as a school, (i.e. “Grandfathered-in”) *(At the Measure S Informational Meeting one week before Terry Tao’s presentation, both Superintendent Pat Escalante AND School Board President, Mary Campbell had stated that North School could not be used for public school children. Terry Tao’s information is that North School is grandfathered-in and can indeed be used by public school children.)* “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.” *(Competing Information: Please see photos of North School showing ADA accommodations that have been made. North School is one story with large door openings and ramps to all buildings.)* **Misinformation/Misleading Statement:** *What are the supposed ADA issues and the cost of correct each one at North School? According to the 2014 Facilities Master Plan for HBCSD, all three schools (Valley, View and North) need ADA improvements.)* “It does have, um, areas that would require some very significant evaluation, um, for seismic purposes, *(Falsification: North School was built to Field Act*

³¹ 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.

³² 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.

³³ 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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- Report did not rank or identify specific buildings that may be at risk.

³⁴ 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.

Specifications. See California Education Code Section 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.") 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 #20 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 architects 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 2002. See footnote #26.*)

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 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 #46.*)

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. (**Competing Information:** *Terry Tao lied about school district's spending \$55 million dollars on historical restorations for an elementary school.*) 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. *(Exaggeration)* 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. *(Is this true? Probably not.)* So it's usually 990 sq. ft *(Correct Information: First through 8th grade classrooms are required to be 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. *(Correct Information: The original North School classrooms were larger than 960 square feet.)* Um, often don't have the teaching stations that are necessary. *(What is a teaching station? A desk?)* 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 *(Competing Information: Please see Pam Daly & Associates Historical Assessment of North School listing of misinformation.)* 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? *(Competing Information: 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. *(Competing Information: 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 for North School.)* And I think, as was pointed out in the presentation, it was the ideal location for that and it 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. *(Competing Information: 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, according to Title 5 recommendations, it should 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 students, while he attended MIT, chosen to participate in the American Students' Reconstruction Unit in France in 1922. It is assumed that he learned about the Arts Decoratifs & Industriels Modernes movement which originated in France around 1915 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." *(Competing Information: See summary of misinformation contained in Pam Daly & Associates Historical Assessment of North School listing of incorrect information.)* "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." *(The original 1934 architectural plans designed by Samuel Lunden of North School shows a center entrance. It is believed that additional entrances were added by Samuel Lunden on the west and east ends of the main 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. *(Competing Information: The earthquake occurred on March 10, 1933. Funding became available for all affected schools through the Green Emergency Relief Bill in*

March 1934³⁵. Samuel Lunden had one year to work on plans for North School, South School and Pier Avenue School while he waited for funding from the State to be made available. It is believed that in 1934 the Depression was still in full force and there were few other jobs available for architects.) 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.

(Competing Information: See summary of misinformation contained in *Fabrication and Ongoing Misinformation and evidence of collusion – Appendix E: Historical Resources Assessment Report: Item #1. Samuel Lunden's architectural blueprints for the reconstruction of North School, sheet 2 of 5 clearly shows that Lunden did NOT wall off the entrance to the building as Pam Daly claims. Ms. Daly conveniently fails to include sheet 2 of Lunden's blueprints that show his plans for the front entrance in her report, because it clearly shows that Lunden did NOT seal-off the front entrance vestibule as she claims in her Historical Assessment of North School. It is believed that Terry Tao and Pam Daly worked together to disparage the design work of Samuel Lunden on the North School main building. See Hermosa Beach City SD #5042 – Terry Tao times since year 2000. Terry Tao spent 18 hours from 6/29/16 to 7/7/2016 working to minimize the historical significance of North School for the district.) 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

[Justin Massey, City Council Member] "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?" **(Competing Information:** Senior architectural historian with SWCA (Environmental Consultants) and vice-chair of the CHC (Cultural Heritage Commission) in South Pasadena, *Debi Howell-Ardila*, in an email dated May 31, 2016 disagreed with Pam Daly's assessment of North School. Ms. Howell-Ardila also wrote a 172-page districtwide Historical Context Statement for the Los Angeles Unified School District which included 55 campuses and won awards from the California Preservation Foundation and Los Angeles Conservancy. It would have cost members of the community an estimated \$30k to hire Ms. Howell-Ardila to do an independent assessment of North School whereas HBCSD has practically unlimited taxpayer funds to hire people who would lie for them in reports in order to justify tearing down the iconic North School buildings.)

[TT] "That is correct."

[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."

(Competing Information: There are no provisions which would prevent the City of Hermosa Beach from leasing part or all of the Pier Avenue School campus to HBCSD at any time. It is also possible for HBCSD to acquire Pier Avenue School through under Eminent Domain law: for joint

³⁵ 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..."

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 1240.650.³⁶)

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." HBCSD sold Pier Avenue School to the City of Hermosa Beach for \$610K.

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 in Part 1, 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, City Council Member] "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 which would make Pier Avenue School eligible to receive State matching funds for modernization. Both Pier Avenue School and North School need to comply with current codes that govern how buildings are constructed. There is no evidence that either Pier Avenue School or North School do not already meet these requirements. See footnote #35 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. 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 17280.³⁷ 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***

³⁶ 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.

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

³⁷ 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.

owned as well 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.³⁸ DTSC's School Property Evaluation and Cleanup Division is responsible for assessing, investigating and cleaning up proposed school sites.³⁹ 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.⁴⁰ CDE Title 5 rules are recommendations not absolutes.⁴¹ The Department of General Services, Office of Public School 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 37. Residents of Hermosa Beach obtained an estimate to renovate North School from Juge Construction Company in 2017. The estimate to completely renovate North School was \$6M.)

[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?" (*Competing Information: "Buildings and structures identified that 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.*

³⁸ From the Department of General Services website: <http://www.dgs.ca.gov/dsa/Programs/progAccess/accessfaqs.aspx>

What is the ADA and how does it apply to my business or facility?

"The Americans with Disabilities Act of 1990 (ADA) is federal civil rights law that prohibits discrimination of individuals with disabilities and requires all public accommodations and commercial facilities to be accessible to individuals with disabilities. Since January 26, 1992, all new construction and all additions and alterations to existing buildings are required to comply with the ADA. **The ADA contains no "grandfathering" provisions, therefore, places of public accommodation constructed before January 26, 1992 are required to remove barriers if it is "readily achievable to do so."** ... **"In addition, accessible features are required to be maintained at your facility.** Failure to come into compliance or maintain compliance leaves you vulnerable to having a discrimination claim filed against you by an individual that is denied access to your business or facility due to physical access barriers.

Who has responsibility for ADA compliance in leased places of public accommodation, the landlord or the tenant?

The ADA places the legal obligation to remove barriers, provide auxiliary aids and services, and maintain compliance of accessible features at a place of public accommodation on both the landlord and the tenant. The landlord and the tenant may specify within the terms of the lease who is responsible for which areas of the facility, but both remain legally responsible. Additionally, California Senate Bill 1186 (SB 1186) passed in 2012 requires a commercial property owner or lessor to disclose on every lease form or rental agreement executed on or after July 1, 2013, whether the property being leased or rented has undergone inspection by a CASp, and, if so, whether the property has or has not been determined to meet all applicable construction-related accessibility standards.

53 <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."

⁴⁰ City of Hermosa Beach General Plan Update, Existing Conditions Report, October 2014, Chapter 9 Geology and Soils, Chapter 10 Hazards and Hazardous Materials

⁴¹ <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."

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. ⁴² *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 (CHBC)?:*

“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 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

⁴² 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

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.⁴³ 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 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?" ⁴⁴

⁴³ 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.

⁴⁴ <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..."

- 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.⁴⁵ 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 #58 & #59.)*
- 02:50:33 [Hany Fangary, City Council member] "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." ***(COMPETING INFORMATION: The Memorandum of Understanding detailing the Lease Agreement for classrooms, office space and storage space at Pier Avenue School was included with the Agreement and all its Exhibits, including the Resolution of June 13, 1977 with attached description of the property. All pages of the Agreement and all exhibits (including the MOU and the Resolution of June 13, 1977 were accepted by the City of Hermosa Beach City Council members in 1978. All pages of the Agreement and all pages in exhibits, including the MOU, were sent to the Los Angeles County Recorder's office and all were stamped with the official document number #78-241041 as binding provisions of the entire final agreement.)***
- COMPETING INFORMATION: The Hermosa Beach City Council meeting minutes of June 14, 1977 states: "Action – to approve the 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 material with the following contingencies: Agreed rights of use* for both parties and revisionary clause."***
- *The Agreed rights of use was specified in the Agreement under Article 9, Future Use of Property: "The City agrees and promises that the future use of the property shall be restricted as follows: 9.02 Its use shall not be for any purpose other than parks, recreation, open space, educational or other community purposes."***

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)

⁴⁵ <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.)

The Hermosa Beach City Council meeting minutes of June 28, 1977, page 8 states: "ACTION – to approve the 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." The City of Hermosa Beach executed the MOU, and thus accepted ALL it's terms, when they took out the escrow for Pier Avenue School following the terms in Article 3 of the MOU, thus making signing of both the Resolution dated June 13, 1977 AND the provisions of the MOU unnecessary.

[Hany Fangary, City Council member] "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. *(Correct Information: Superintendent Pat Escalante and HBCSD attorney, Terry Tao colluded in 6 hours of meetings on the misinformation contained in this presentation. See Invoice #499132 from Atkinson, Andelson, Loya, Rudd & Romo, dated May 31, 2016)* 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. *(Competing Information: There was no response from Carolyn Petty or from other City Council members when the misinformation in Terry Tao's presentation was made available to them in the fall of 2016. No disclaimer was given to the public either by the school district or by City Council members that the information given to voters prior to the \$59M bond vote was incorrect and misleading and DID NOT support the district's plan to charge taxpayers \$59 million dollars (Totaling \$98 million with added interest over 30 years) to provide classrooms for students.)* 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 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?"
- 02:55:07 [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.)