

**The Hermosa Beach City School District June 7, 2016, facilities bond Measure S
Unreported campaign expenditure and contribution of \$10,000 to the Yes on S
campaign.**

Submitted By: Miyo Prassas, 1753 Valley Park Ave., Hermosa Beach, CA 90254
310-977-6293, jwprassas@yahoo.com
Date Submitted: May 18, 2020

VIOLATOR: Hermosa Beach City School District
Mailing Address: 1645 Valley Drive, Hermosa Beach, CA 90254
Physical Address: 425 Valley Drive, Hermosa Beach, CA 90254
Phone: 310-937-5877
Fax: 310-376-4974

RECIPIENT BALLOT MEASURE COMMITTEE: Committee to Improve Hermosa Schools – Yes on S
I.D.#1383261

Principal Name: Michael Collins
Principal Mailing Address: 2309 Pacific Coast Highway, Suite 207, Hermosa Beach, CA 90254
Principal Phone: 310-989-4323
Treasurer Name: John Friberg
Treasurer Mailing Address: 1927 Valley Drive, Hermosa Beach, CA 90254
Treasurer Phone: 310-809-3006

VIOLATION: Section 18420: Failure to report nonmonetary campaign contributions and expenditure by local government agency (Hermosa Beach City School District (HBCSD)) of more than \$10,000 less than 90 days before an election and at the behest of the Committee to Improve Hermosa Schools – Yes on S, I.D. #1383261

1. **Date of benefit:** May 31, 2016 - Date Yes on S Committee received the benefit of the expenditure.
2. **Amount of expenditure \$10,901.25.** Exhibit #1: Invoice #499132 dated May 31, 2016 from Atkinson, Andelson, Loya, Ruud and Romo to the Hermosa Beach City Elementary School District. The expenditure included coordination and collusion by HBCSD employee Superintendent Patricia Escalante from May 17, 2016 to May 31, 2016.
3. **Nature of contribution:** An approximately one-hour presentation made by HBCSD attorney Mr. Terry Tao of Atkinson, Andelson, Loya, Ruud and Romo that benefited the Yes on S Committee stance. The presentation was advertised to the public as dispelling misinformation regarding the use of the Hermosa Beach Community Center (formerly Pier Avenue School) by HBCSD. Exhibit #2: HBCSD agenda for Tuesday, May 31, 2016. Exhibit #3: Hermosa Beach Meeting Minutes for Tuesday, May 31, 2016.

HBCSD desired to rebuild a current grandfathered-in campus at North School at a cost of approximately \$32M. The NO on S proponents argued that HBCSD (and the community) also had the options to either exercise their valid contractual right to use classrooms, office and storage space at the Community Center (aka Pier Avenue School) OR to renovate North School for approximately \$7M. HBCSD wished to discredit these options in order to pass a \$59M facilities bond that would destroy and completely rebuild North School. The information given by Mr. Tao's during his presentation was purposely incorrect and biased in order discredit the other options to pass Measure S. In addition, information that would have supported the district's other options was purposely withheld from the community.

Exhibit #4: Transcripts and supporting information of the Joint City and District meeting with presentation by HBCSD attorney Mr. Terry Tao.

4. **Behest payment:** The Committee to Improve Hermosa Schools (aka Yes on S) was controlled by Michael Collins who is the husband of HBCSD School Board president Mary Campbell. Michael Collins home and work addresses and phone number were given on CA Form 410 and forms 460 as the principal officer information.

The Yes on S committee treasurer was John Friberg who is the spouse of HBCSD School Board member Maggie Bove LaMonica. John Friberg and Maggie Bove LaMonica's home address and personal phone number were given on CA Form 410 as the contact mailing address for the Yes on S committee.

Michael Collins was in constant contact with HBCSD Superintendent Pat Escalante during the bond campaign. In addition, both Michael Collins's wife and John Friberg's wife were in constant contact with Superintendent Pat Escalante during the bond campaign.

5. **Contributing circumstances:** The payments made by the Hermosa Beach City School District for Mr. Terry Tao's presentation on May 31, 2016 were intended for the general public by way of a public meeting that was also streamed live on public access television channels one week prior to the bond election.
6. **Aggravating circumstances:**
- a. Mr. Tao's presentation was purposely made in front of the Hermosa Beach City School Board, HBCSD Superintendent, Hermosa Beach City Council members and Hermosa Beach City Manager to give Mr. Tao's misinformation added credibility.
 - b. Mr. Tao, an experienced attorney, was intentionally hired by HBCSD to provide biased favorable content about the Measure S ballot measure versus the presentation being given by the less persuasive and eloquent HBCSD Superintendent or School Board president which might have had less of the desired effect in convincing voters.
 - c. Mr. Tao was described in the HBCSD agenda for May 31, 2016 as being a seismology expert. Mr. Tao is not an engineer and was not qualified to make statements regarding the structural integrity of the Hermosa Beach Community Center (aka Pier Avenue School) nor HBCSD North School structures.
 - d. The Hermosa Beach City Council members and the City Manager knew of information that would dispel Mr. Tao's misstatements regarding the structural integrity of the Community Center but did not offer correct information or argument during the public meeting.
 - e. Mr. Tao's entire presentation was not a fair and impartial presentation of the facts as required by California Education Code Section 7054 et seq.
 - f. Community members attending the meeting were not allowed to ask questions of Mr. Tao during or after his presentation.
 - g. Mr. Tao's presentation was held in the Hermosa Beach City Council Chambers which is not a venue that was available for use by the No on S Committee which is a violation of California Education Code Section 7054 et seq.
 - h. The opposition, No on S Committee, was not given equal time to give a rebuttal to Mr. Tao's presentation either on May 31, 2016 or after prior to the election on June 7, 2016 – a violation of California Education Code Section 7054 et seq.

- i. The local newspapers were invited to Mr. Tao's presentation. The local newspaper (The Beach Reporter) wrote a front-page article less than one week before the June 7th election that affirmed Mr. Tao's presentation and HBCSD's misinformation regarding facts surrounding the public's options. This had the effect of supporting the Yes on S Campaign. Exhibit #5: Hermosa Beach Community Center's history key to bond vote, by Ryan McDonald, The Easy Reader Newspaper, June 1, 2016.
 - j. HBCSD embedded Mr. Tao's presentation on their district website within 60 days prior to the June 7th election. Embedding the video of Mr. Tao's presentation should be considered a PAID online communication according to Section 18421.5 of the Fair Political Practices Commission, Title 2, Division 6. Prior to the Measure S bond campaign, HBCSD did NOT embed school board meetings or City and School district joint meetings on the HBCSD district website. To this day HBCSD does NOT embed school board meetings on their website www.hbcسد.org. Exhibit #6: Measure S Videos.
7. I have personal knowledge of this violation because I both attended Mr. Tao's presentation on May 31, 2016 and watched, transcribed and fact checked the video tape of the meeting from the City website https://hermosabeach.granicus.com/MediaPlayer.php?view_id=6&clip_id=4169

I am a 30 year resident of Hermosa Beach and have been involved with, attended meetings and have researched the Hermosa Beach City School District and the California Department of Education and the Department of General Services, Office of Public School Construction and the Department of State Architects rules and regulations and findings regarding our school district facilities since 2002.

8. Failure by the Committee to Improve Hermosa Schools – Yes on S (ID. #1383261) to file CA Form 497 to report a contribution exceeding \$10,000.
9. Failure of the Hermosa Beach City School District to file as a Major Donor Committee.

10. Names and address of witnesses:

1. Chris Miller, 528 W. Maple Ave., El Segundo, CA 90245
2. Jackie and Jim Hausle, 1824 Valley Park Avenue, Hermosa Beach, CA 90254
3. Blair and Sally Smith, 316 25th Street, Hermosa Beach, CA 90254
4. Lynn Pope, 2202 Manhattan Ave., Hermosa Beach, CA 90254

I, the undersigned, do hereby swear, certify and affirm that:

I am over the age of 18 and am a resident of the State of California. I have personal knowledge of the facts herein.

Sincerely,



Miyo Prassas
1753 Valley Park Ave.
Hemos Beach, CA 90254
iwprassas@yahoo.com
310-977-6293

Complaint Submitted

Thank you! Your complaint id is COM-05182020-00960

EXHIBIT 1

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
 PROFESSIONAL CORPORATION
 ATTORNEYS AT LAW
 12800 CENTER COURT DRIVE, SUITE 300
 CERRITOS, CALIFORNIA 90703
 (562) 653-3200 (714) 826-5480

Billing questions: invoices@aalrt.com

HERMOSA BEACH CITY ELEMENTARY
 SCHOOL DISTRICT
 ATTN: BUSINESS OFFICE
 1645 VALLEY DRIVE
 HERMOSA BEACH, CA 90254

MAY 31, 2016
 INVOICE NO. 499132
 CLIENT NO. 005042
 SJA
 PAGE: 3

This Statement is payable in full upon presentation. Amounts remaining unpaid after 30 days shall be subjected to service charge of 1.0% per month. Annual rate of 12%

PLEASE INCLUDE INVOICE NUMBER ON REMITTANCE

GENERAL - 00000

Date	Atty.	Hrs.	Amt.
			FEE SUMMARY TOTAL 625.00
			TOTAL MATTER BILLING 656.25

FACILITIES - 00003

Date	Atty.	Hrs.	Amt.
05/02/16	DDB	1.50	375.00
			REVIEW AND EVALUATE TRAFFIC STUDY FOR NORTH SCHOOL PROJECT, CONFERENCE OFFICE RE TRAFFIC STUDY
05/17/16	TTT	0.75	191.25
			ANALYZE DOCUMENTS IN PREPARATION FOR CALL WITH CLIENT
05/17/16	TTT	1.00	255.00
			CONFERENCE CALL WITH CLIENT RE ISSUES WITH PIER AVENUE SCHOOL
05/19/16	TTT	3.00	765.00
			MEETING WITH CLIENT TO REVIEW ISSUES WITH PIER AVENUE
05/19/16	TTT	3.00	765.00
			REVIEW DOCUMENTS ON PIER AVENUE
05/20/16	TTT	5.00	1,275.00
			REVIEW DOCUMENTS ON PIER AVENUE OUTLINE PRESENTATION
05/21/16	TTT	2.50	637.50
			OUTLINE PRESENTATION ON PIER AVENUE
05/23/16	TTT	3.00	765.00
			REVIEW LEASES AND RESOLUTION
05/23/16	TTT	0.50	127.50
			TELEPHONE CONFERENCE WITH PLACEWORKS ON SCHEDULE
05/24/16	TTT	4.00	1,020.00
			PREPARE POWERPOINT PRESENTATION

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
 PROFESSIONAL CORPORATION
 ATTORNEYS AT LAW
 12800 CENTER COURT DRIVE, SUITE 300
 CERRITOS, CALIFORNIA 90703
 (562) 653-3200 (714) 826-5480

Billing questions: invoices@aahr.com

HERMOSA BEACH CITY ELEMENTARY
 SCHOOL DISTRICT
 ATTN: BUSINESS OFFICE
 1645 VALLEY DRIVE
 HERMOSA BEACH, CA 90254

MAY 31, 2016
 INVOICE NO. 499132
 CLIENT NO. 005042
 SJA
 PAGE: 4

This Statement is payable in full upon presentation. Amounts remaining unpaid after 30 days shall be subjected to service charge of 1 1/2% per month. Annual rate of 12%

PLEASE INCLUDE INVOICE NUMBER ON REMITTANCE

FACILITIES - 00003

Date		Qty.	Hrs.	Amnt.
05/26/16	ATTEND MEETING TO REVIEW POWERPOINT PRESENTATION	TTT	2.00	510.00
05/26/16	PREPARE POWERPOINT PRESENTATION	TTT	3.00	765.00
05/27/16	REVIEW DOCUMENTS IN PREPARATION FOR BOARD MEETING	TTT	3.00	765.00
05/30/16	LEGAL RESEARCH RE QUMBY ACT AND APPLICATION TO PIER AVENUE SCHOOL	TTT	0.50	127.50
05/30/16	PREPARE FOR BOARD PRESENTATION AND ADD SLIDES ON NORTH	TTT	2.00	510.00
05/31/16	PREPARE POWERPOINT PRESENTATION FOR BOARD MEETING	TTT	3.50	1,402.50
05/31/16	BOARD MEETING RE ISSUES PIER AVENUE SCHOOL	TTT	4.00	1,020.00
CURRENT FEES:				\$ 11,276.25

DISBURSEMENTS:

05/31/16	ADMINISTRATIVE COSTS			563.81
CURRENT DISBURSEMENTS				\$563.81

FEE SUMMARY

NAME		INT	RATE	HOURS	AMOUNT
TAO, TERRY T.	SENIOR PARTNER	TTT	255 hr.	42.75	10,901.25
BOYER, DAVID, D.	SENIOR COUNSEL	DDB	250-hr.	1.50	375.00

EXHIBIT 2

HERMOSA BEACH CITY SCHOOL DISTRICT

1645 Valley Drive
Hermosa Beach, California 90254

JOINT MEETING BETWEEN THE HERMOSA BEACH CITY SCHOOL DISTRICT BOARD OF EDUCATION AND THE HERMOSA BEACH CITY COUNCIL

Hermosa Beach City Council Chambers
1315 Valley Drive • Hermosa Beach, California

Tuesday, May 31, 2016

6:00 P.M.

1. CALL TO ORDER – 6:00 P.M.

- A. Pledge of Allegiance
- B. Roll Call

2. PUBLIC PARTICIPATION

Oral communications from the Audience to the Board and the City Council

Members of the audience may address the Board on any topic regardless of whether 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 publicly or privately at a future meeting. Complaints regarding District employees must be dealt with in Closed Session, not in Public. Comments from visitors shall not exceed 3 minutes unless waived by a majority of all Members of the Board.

3. REPORT

R-32-15/16

Hermosa Beach City School District: State of the Schools and Measure S Information

**Ms. Escalante/
Dr. Campbell**

To provide the Hermosa Beach City Council and the community with a presentation of the current academic, financial and facilities status of the District.

R-33-15/16

Hermosa Beach Community Center (formerly Pier Avenue School)

**Ms. Escalante/
Mr. Bakaly**

To provide the Hermosa Beach City Council, the Board of Education and the community information to questions that continue to be asked about the use of the Hermosa Beach Community Center (formerly Pier Avenue School). Presentation by Mr. Terry Tao, J.D., Senior Partner of Atkinson, Andelson, Loya Ruud & Romo specializing in public school facilities. Mr. Tao is a licensed California Architect, and seismology expert.

4. ADJOURNMENT

EXHIBIT 3

Hermosa Beach

*City Hall
1315 Valley Drive
Hermosa Beach, CA 90254*



Meeting Minutes

Tuesday, May 31, 2016

6:00 PM

**JOINT MEETING BETWEEN THE HERMOSA BEACH
CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND THE HERMOSA BEACH CITY COUNCIL**

Council Chambers

City Council

**Mayor
Carolyn Petty**

**Mayor Pro Tem
Hany Fangary**

**Councilmembers
Justin Massey
Jeff Duclos
Stacey Armato**

1. CALL TO ORDER – 6:04 p.m.

A. Pledge of Allegiance – All

B. Roll Call:

Hermosa Beach City Council:

Present: Armato, Duclos, Fangary, Massey, Mayor Petty

Absent: None

Hermosa Beach School District Board of Trustees:

Present: Ackerman, Bove-Lamonica, Ehsan, President Campbell

Absent: Beste

Also present were City Manager Tom Bakaly and School District Superintendent Patricia Escalante.

2. PUBLIC PARTICIPATION

Coming forward to address the City Council/Board of Trustees (at 6:07 p.m.) were:

Julian Katz

Michael Togut

Chris Miller

Miyo Prassas

Parker Herriott

Christine Schultz

Jan Dennis

Douglas Gardner

Christine Tasto

Ray Waters

Carol Reznichuk

Terri Dunbar

Lynne Pope

Dency Nelson

Jessica Hinkle

Blair Smith

Clayton Shepherd

Cassandra Bates

Mark Auville

Stephen McCall

Heather Baboolal

Debi Howell-Ardila, Historic Preservation Specialist/Senior Architectural
Historian, SWCA Environmental Consultants

Vince Busam

3. REPORT

Hermosa Beach City School District: State of the Schools and Measure S Information

President Campbell gave a PowerPoint presentation, with the following highlights:

- There are currently 1,432 students at two school sites;
- The Local Control Funding Formula is the new normal;
- The State has mandated a Local Priority Accountability Plan for schools, which is subject to audit;
- The majority of school funding in Hermosa comes from the State;
- The District has AA credit rating;
- View School received the Golden Ribbon School Award last week;
- Measure S, which addresses overcrowded and aging facilities, goes before the voters on June 7; and
- According to the Intersection Impact Analysis, none of the 14 intersections would be significantly impacted.

Hermosa Beach Community Center (formerly Pier Avenue School)

Superintendent Escalante introduced Terry Tao, J.D., Senior Partner of Atkinson, Andelson, Loya, Ruud & Romo, architect and seismology expert, who clarified certain questions/issues regarding the potential use of the Community Center (formerly Pier Avenue School) and responded to Board/Council questions.

4. ADJOURNMENT

The Adjourned Regular City Council meeting of Tuesday, May 31, 2016 adjourned at 9 p.m. to an Adjourned Regular meeting on Wednesday, June 1, 2016 (a Closed Session at 6 p.m. to be followed by a Budget Study Session at 7 p.m.), which will adjourn to an Adjourned Regular meeting (swearing-in of the new Mayor) at 6 p.m., Thursday, June 9, 2016, which will adjourn to the Regular meeting of Tuesday, June 14, 2016.

City Clerk

Deputy City Clerk

EXHIBIT 4

OVERVIEW: Joint City and District Meeting

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

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

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

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

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

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

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

Miyo Prassas
Hermosa Beach Resident

FACTUAL INVESTIGATION

of the

**Hermosa Beach City School District Joint HB
City Council and HBCSD School Board Meeting**

May 31, 2016

Partial Transcript

**Includes 3 minute comment from HB resident
Blair Smith and subsequent presentation by
Terry Tao, Senior Partner of Atkinson,
Andelson, Loya, Ruud and Romo**

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

Run time 2 hrs 57 minutes

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

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

00:01:30 Mary Campbell, HB School Board President:
"Okay, great. Well, ah, thank you all for being here, and members of the community, more than most of the audience members, thank you for being here as well. Um, this is a, this is a type of meeting we try to do at least once a year, and ah, the expressed objective is to come together and get a full update, give a full update to the City of what's going on with the Hermosa Beach School District and kind of talk about all the salient, relevant issues and see if there are any questions and ideas we can raise for ways to collaborate and build our partnership as we work together on issues. So, a couple of the issues that come to mind, we are often in conversation about have to do with say, public safety, or traffic, etc. So, um, we are going to start this

00:02:15 evening with, um, public participation and this is, this is the only public participation segment of the evening so if you're here to do public comment this is your opportunity. And I will read our, um, customary message: "

00:02:31 [MC – reading] "Members of the audience may address the board on any topic regardless of whether or not it is listed on the agenda. However the board may not discuss issues raised that are not listed on the agenda. Topics not on the agenda that are brought to the board's attention may be investigated by the administration and a report made to the board, either publically or privately at a future meeting. Complaints regarding district employees must be dealt with in closed session, not in public. Comments from visitors should not exceed 3 minutes unless waived by the majority of all members of the board."

[MC] "And so opening public comment. Who would like to begin?"

00:03:14 – 00:04:16 Resident: Julian Katz

00:04:38 – 00:05:34 Resident: Michael Togut

00:05:49 – 00:08:55 Former Resident: Chris Miller

00:09:51 – 00:12:51 Resident: Miyo Prassas

00:13:06 – 00:16:28 Resident: Parker Harriet

00:17:15 – 00:19:39 Resident: Christine Schultz

00:19:51 – 00:22:54 Former Mayor of Manhattan Beach and Historian of Manhattan Beach: Jan Dennis

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

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

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

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

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

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

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

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

00:45:00 Resident: Blair Smith. “My name is Blair Smith, I live at 315 25th. I’ve lived there since 1971 so I’ve been around North School for a long time; I’m very familiar with it. My wife and I in the last couple of weeks have gone around to visit some different elementary schools to see what other towns have done with historic buildings that were built in 1935 by the WPA¹. We visited the Richmond School in El Segundo. Found it a beautiful school. It’s well maintained. It was redone. It has new windows, probably retrofitted; it’s a great school. We also went down to Newport Beach out on the peninsula. We saw this other school that’s, ah, Newport Elementary. And it’s another school that was built in 1935 by the WPA, and

00:45:46 Newport Beach renovated it, used it. It’s about as exclusive an area as you can possibly be. It might not be a shining star like Dency likes (*Dency Nelson, HB resident, previous speaker*), but it’s a beautiful building. It fits well within the community. We have the activity center (*aka, Community Center/Pier Avenue School*) which Carol (*Carol Reznichuk, HB resident and past School Board member, previous speaker*) mentioned when she was discussing the contract with it. When the school district sold it to the City in 1978, they kept a 50 year option to take it back and they’ve never pursued that. Our population, our enrollment in the school was, in 2010, met the contract. (*The Pier Avenue Sales Contract MOU specifies re-entry by HBCSD when district enrollment exceeds 2,266 students.*) We could have put kids in there then. I don’t know why we put kids in temporary buildings when we could have 300 kids there. It would make a big difference. I took Joe Juge who was the general contractor that did the major remodel at Valley back in the 80s to it last week. He looked at it [Pier Avenue Middle School]; he said, you know, it was a beautiful school. He and his father have done maybe 90 schools, maybe 75 of them in Los Angeles City and around the area. He said that if you spent a million dollars on that, you could put new windows, you could put air conditioning. You could bring that up to a state of the art school to use. It’s a centrally located school. It’s a school that kids can walk to from any end of town, from the South to the North, East; very accessible for 7th and 8th graders. It makes much more sense to get the 7th and 8th graders away from the elementary kids. I’ve talked to people that live in the area around the school, and they talk about some of the activities that the kids are doing; 7th and 8th graders smoking dope and stuff. These kids should be moved away from the younger kids. I think it’s a very poor ideas to consider building a school [North School demolition and rebuilding] just for 3rd and 4th graders. It just doesn’t make sense.

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

[Mary Campbell] “Thank you.”

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

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

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

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

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

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

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

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

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

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

Presentation by School Board president Mary Campbell

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

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

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

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

01:59:14 [Carolyn Petty, HB City Council Mayor] "Mary, let me; before we do that, I'm wondering if we should get to the next one [Terry Tao] because some of the questions might be answered with the next presenter. Could we possibly do that?"

[MC] "I don't see any reason why we can't, especially if everybody up here agrees because that... all, Okay? All right. So Pat are you going to kick this off?" (Hands the microphone to HBCSD Superintendent Pat Escalante.)

01:59:35 [Pat Escalante, Superintendent] "Thank you, thank you Dr. Campbell. Um, so the next presentation we have is, there are continuing to be some questions about Pier Avenue School and so, Terry Tao is someone who's worked with our district, on, um, other projects, facilities based projects, and so he's brought... I want to introduce Terry. Welcome. He's going to share with you his credentials, and um, perhaps we can look at the Pier Avenue School versus Community Center. Some people know it by the Community Center, some people know it by the school, some people know it by both. So we want to welcome you and... and there we go."

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

02:00:17 [Terry Tao] "Thank you very much, ah, I do appreciate being here today with you. Ah, this is actually more a collection of things that we've learned over the years. I've been here a very, very long time working with the school district (HBCSD). Um, I work with a firm called Atkinson and Andelson. We represent over a third of the school districts in the State of California. Um, almost all the school districts listed on that South Bay list, um, I represent."

2:00:55 [TT] "Ah, for example, um, two of these schools here, ah, I worked on both of these. Ah (picks up Blair Smith's poster with pictures of Newport Beach Elementary and El Segundo USD, Richmond Street Elementary schools (see video-mark 00:45:00 earlier in this meeting.) Ah, the Newport [Elementary] school, that was unreinforced masonry school, that cost \$55 million dollars to renovate. (Loud gasps from the audience) **(Falsification: 2001 cost to renovate was \$4.1 million⁴)** Ah, that school (points to Richmond Street Elementary school), let's see, I was actually, I worked on that one too. Um, El Segundo here, that was two bonds. You know I'm going back in history. That one was actually two bonds that was, ah, \$25 million dollars in '01, which is when they did that work, and then they had to do a subsequent bond for \$14 million dollars. Just to kind of give you an idea on what it costs to do some of these historical renovations. It is very expensive." **(Falsification: Richmond Street Elementary school cost \$5.3**

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

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

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

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

02:03:05

Slide: Introduction

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

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

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

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

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

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

02:04:08

Slide: Resolution for Sale

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

02:06:33

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

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

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

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

02:08:00

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

02:08:47

Slide: Resolution of Intention to Sell

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

02:09:38

Slide: Reference to MOU in June 13, 1977 Resolution

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

02:10:31

Slide: Unsigned June 13, 1977 MOU

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

02:12:05

Slide: Sales Agreement

02:12:37

Slide: Restrictions on Future Use

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

Slide: Right of Re-entry under Quimby

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

02:13:10

Slide: Signed February 14, 1978

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

02:13:26

Slide: Re-Acquisition of Pier Avenue Steps

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

- Surface drainage
- Proximity to high power lines

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

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

02:13:23

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

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

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

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

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

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

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

02:15:20

Slide: Reacquisition of Pier Avenue

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

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

02:16:15

Slide: Field Act: March 3, 1933 Long Beach Earthquake

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

Slide: 1933 Long Beach Earthquake

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

02:16:51

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

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

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

02:17:51

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

02:18:24

Slide: Pier Avenue Before and After

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

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

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

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

02:20:39

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

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

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

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

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

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

02:23:08

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

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

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

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

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

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

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

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

02:23:40

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

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

02:24:00

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

02:24:15

Slide: Structural Issues (for public schools)

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

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

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

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

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

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

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

02:25:51 **Slide: Structural Issues**

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

02:26:14 **Slide: Update on Schedule for North**

Draft EIR approximately Dec. 1, 2016

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

02:26:18 [TT] "So that's, that's kind of your, what I call your, Field Act issues. Um, the earthquake issues that would have to be evaluated IF the district ever actually had to go through the process of evaluating the acquisition, reacquisition of a school (Pier Avenue School) and to be able to use Pier Avenue as a school once again." (**Falsification: Pier Avenue School and North School were built in 1934/1935 to Field Act specifications. CA Ed Code 17280.5. (e) Notwithstanding any law, a leased or purchased building that is determined to have the equivalent pupil safety performance standard as a building constructed according to the Field Act and implementing regulations is hereby deemed to be in full compliance with the safety requirements of a school building as set forth in Section 17280, and is hereby deemed to be in full compliance with the Field Act. John Martin & Associates and CivilSource, Inc. conducted an inspection of Pier Avenue School in 2015; it passed a TIER One (required) inspection and was described as being in very good condition. See footnotes #47, #48. The City Council and City Manager knows this. See footnote #49**)

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

02:26:57 [TT] So this is just a quick update on North. Um, I was talking with the CEQUA consultant, so we're looking at a draft environmental impact report probably by December, ah, or some time in December. A review period into January, ah, and an EIR that likely be out sometime in April for review purposes. A number of things would be evaluated. I just listed them all. Ah, culture and historic would have to be evaluated, ah so that ah, everyone is aware of exactly what is the cultural significance we are dealing with. Remember, some of the buildings on North are buildings from 1958 and some of them are not; some of them are older. There was one main building in 1924 that went through a fairly significant renovation. So that's pretty much my presentation. I added a couple of slides at the end, because I didn't think I was going to use them, but the questions came up. And would you mind if I really quickly addressed North School?

02:28:10 **Slide: So, North School was completed on September 10, 1924, the earthquake occurred March 10, 1933. And then there was a remodel of North completed in December of 1934. (Misleading Statement: Department of Architecture documents for Application #382 specify that North School was reconstructed, NOT remodeled.)** The reason I included this slide, is because I happened to look at the drawings. I'm a licensed California architect, so this is kind of what I do. So, um, here are the drawings.

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

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

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

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

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

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

02:30:23 *(Loud and enthusiastic clapping from the audience)*

02:30:29 Okay, so that's pretty much it. I apologize; I threw that in at the end. I wasn't thinking it was going to come up *(Whoops and clapping, someone yells "Wow!" from the audience.)*

02:30:48 (Lights go on) [Mary Campbell School Board President] Thank you very much. Um, that was a good suggestion Mayor Petty. Thank you for that. I think now we can open it up to any comments or questions from any of the Board Members or the City Council members.

02:31:21 [Maggie Bove-LaMonica, School Board] Thank you so much for that presentation, it was really thorough and I think it answered a lot of questions for the board *(Shouldn't School Board members have known all this information from the last three years of facilities investigations and definitely before deciding on a \$59 million dollar facilities bond?)*, the council and the community. Um, I had a question. You were mentioning grandfathering-in of buildings, and so, ah, the current Community Center, previous Pier Avenue School could not be grandfathered-in because it's no longer a school, correct?

02:31:39 [TT] That is correct. Actually there is something I should have mentioned. There was, ah, in 1999, there was something called AB300. You've probably, you may or may not have heard of it. AB300 was an inventory of all school buildings that the State of California believed would be, um, earthquake vulnerable, ah to collapse, and perhaps injure people. *(Distortion: AB300 is an inventory of ALL schools in California; it does NOT indicate need of seismic retrofit.⁴⁰)* Um, I think that, if I remember correctly, Newport School was one of the schools that was on that list, *(Distortion: Newport Elementary was not on the AB300 list as many schools were left off the list for various reasons NOT having to do with seismic integrity.)* is why they had to put so much money into the school. *(Picks up the pictures of Newport school that Blair had left and puts it down again)* *(Falsification: Newport Beach Elementary School which was built in 1936 was remodel for \$4.1 million dollars in 2001.⁴¹)* What we noticed is that almost all of the reinforced concrete masonry buildings that were built probably pre-50s, pre-60s, almost all ended up on the AB300 list. *(AB300 is an inventory of ALL schools in California; it does NOT indicate need of seismic retrofit.⁴²)* The only reason why Pier didn't end up on AB300 for school purposes was

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

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

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

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

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02:32:50

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

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

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

02:34:04

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

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

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

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

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

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

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

- It is possible buildings were missed for other reasons.

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

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

02:34:39

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

02:35:50

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

02:36:42

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

02:39:05

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

02:40:49

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

02:40:51

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

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

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

02:41:29

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

02:42:56

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

[TT] "That is correct."

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

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

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

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

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

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

[TT] "No, it does not."

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

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

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

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

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

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

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

02:45:01

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

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

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

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

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

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

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

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

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

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

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

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

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

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

02:50:01

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

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

02:50:33

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

02:50:54

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

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

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

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

17.53.030 Area of application. "This chapter shall apply to all historic resources, publically and privately owned, within the corporate limits of the City of Hermosa Beach." (Ord. 98-1186, Section 4, 11/10/98)

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

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

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

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

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

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

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

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

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

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

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

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

02:53:20

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

02:54:30

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

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

02:55:07

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

02:56:34

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

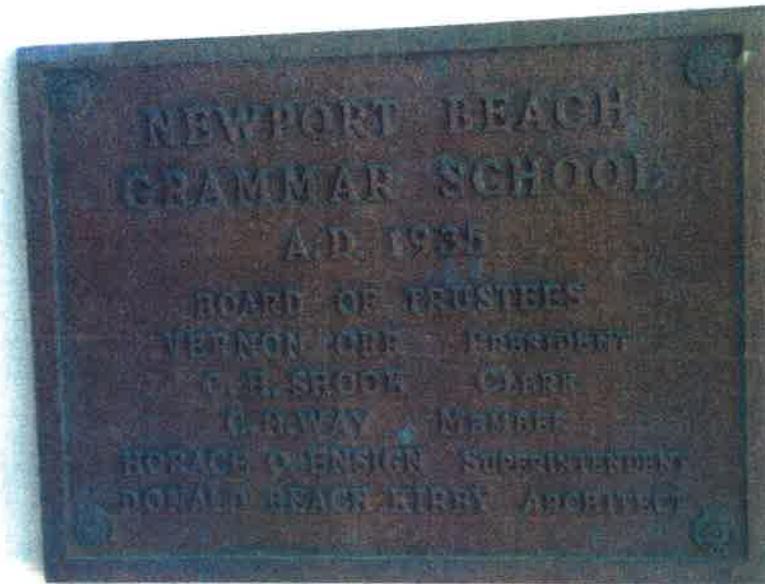
02:56:53

(Loud applause from the audience.)

Newport Beach Elementary School
1327 West Balboa Road, Newport Beach, CA 92661
Reconstructed in 1936. Renovated in 2002 for \$4.1 Million (Hard Costs)



Newport Beach Elementary School
1327 West Balboa Road, Newport Beach, CA 92661
Reconstructed in 1936. Renovated in 2002 for \$4.1 Million (Hard Costs)





Newport Elementary School

Newport Elementary is a regular K-6 elementary school located on the beach in Newport Beach. Originally built in 1936 following the demise of its predecessor in the Long Beach earthquake, the campus is the oldest elementary school in the District.

Condition:

General condition of the buildings at Newport is fair to good. Roof leaks are evident in some areas. There is evidence of structural dryrot and termite damage, especially in the (1947) annex building, which is generally in much worse repair than either the original building or the 1962 wing. Parent foundation efforts have resulted in many repair and beautification projects on this campus.

Recommended Scope of Work:

Priority 1—Health and Safety

- Provide emergency lighting in corridors of original building
- Provide exterior lighting at MPR street entrance
- Provide fire sprinklers in corridors of original building

Priority 2—Access compliance

- Replace doors, frames, and hardware as necessary throughout campus
- Provide wheelchair lift at MPR stage
- Provide wheelchair lifts at stairs at south end of original building next to library
- Provide site ramps as needed
- Repair cracked walkways as needed
- Modify existing student restrooms for handicapped access.
- Expand existing staff restroom in south corridor of original building for handicapped access.
- Provide accessible drinking fountains

Priority 3—Building Shell Integrity

- Repair dryrot and termite damage
- Replace window systems throughout campus
- Evaluate condition of existing roof for repair or replacement
- Repair stucco and repaint annex building
- Replace deteriorated gutter system at annex building
- Remove and replace non-compliant bay window at library
- Repair/replace leaking roof drain in original building where leaking in corridor adjacent to MPR

Priority 4—Classroom interiors, technology upgrades, and infrastructure

Restrooms:

- Replace toilet fixtures and accessories throughout campus
- Clean, repair and reseal tile floors and wainscot
- Replace wainscot
- Paint interior

Infrastructure:

- Replace/upgrade main electrical service and distribution system
- Provide conduit backbone around campus
- Provide surface-mounted raceway with power receptacles in classrooms
- Remove old boiler and pump equipment from boiler room

Technology and Communication Systems:

- Provide new intercom, clock and bell system
- Provide new security system

Regular Classrooms:

- Replace ceiling tile as needed
- Replace all floor coverings
- Provide tackable wall surface on two walls
- Paint interiors
- Provide new whiteboards
- Repair and refinish existing cabinets and add new cabinets as required
- Provide new sink cabinets and countertops

Priority 5—Renovation in support of education

Library:

- Main area has been renovated
- In small kitchen area, remove and do not replace sink cabinet, sink and plumbing; refinish other cabinets and replace floor covering

Multipurpose room:

- Refinish/rebuild stage floor
- Replace lighting panel
- Provide new theater lighting
- Remove old wall registers
- Replace audio system
- Refinish hardwood floors
- Refurbish kitchen bathroom

Office/Administration/Staff room:

- Replace floor coverings
- Refurbish restrooms
- Refinish pine paneling
- Refinish cabinets
- Repair wood base

- Repair ceiling in after-school office

Provide new 3,000 square foot learning center at corner of campus where old bus barn will be removed

Priority 6—Athletic facilities

- Provide new playground equipment and fall zone at upper grade play area

Priority 7—Landscape & hardscape (including parking lots)

- Resurface hardcourt area
- Remove and replace cracked sidewalks
- Repair irrigation system
- Replace low wall and fence along back of campus adjacent to pedestrian path

Items noted but not included in recommended scope of work:

- Air conditioning

Other Recommendations:

1. Work at this campus may be affected by its historical status. Planning should begin early to identify and address potential conflicts.
2. The 1947 annex building is in very poor repair. We recommend investigating its condition further and analyzing renovation vs. replacement cost prior to start of design work.

GENERAL INFORMATION							Newport Elementary	
Item	FACILITY NEEDS	Priority	CPM/McCarthy Program Budget				Remarks	
			Quantity	Unit	Unit Cost	Total		
Priority 1—Health & Safety								
A. HEALTH AND SAFETY COMPLIANCE								
A.3	Campus security lighting upgrades	1						
A.3.a	Site lighting	1	4	EA	\$ 1,800.00	\$6,000	At MPR existing to Balboa Ave.	
A.3.c	Walkway lighting	1	7,097	BSF	\$ 0.75	\$5,323	In corridors	
A.7.c	Fire Sprinklers in corridors	1	7,097	SF	\$ 2.90	\$17,743		
A.7.d	Main service to building	1	1	LS	\$ 25,000.00	\$25,000		
Subtotal Priority 1:						\$54,065		
Priority 2—Access compliance								
A.11. Accessibility (ADA) Improvements								
A.11.b	Site ramp - concrete sidewalk type 1:20 slope	2	18	LF	\$ 45.00	\$720	Ramp to 1947 Annex building	
A.11.d	Drinking Fountains (Accessible)	2	2	EA	\$ 1,500.00	\$3,000		
A.11.a	Site ramps - concrete switchback with handrails	2	96	LF	\$ 300.00	\$28,800	Ramp w/ steel wall, 5'. Replace ceramic tile mural	
A.11.b	Interior handrails	2	70	LF	\$ 50.00	\$3,500	At ramp at main corridor in west wing	
A.11.j	HDCP wheelchair lifts	2	3	EA	\$ 25,000.00	\$75,000	One at MPR, Two at west wing	
A.11.k	Door System - Exterior HM Door/Frame/Hardware - Single	2	21	EA	\$ 2,000.00	\$42,000		
A.11.m	Door System - Exterior HM Door/Frame/Hardware - Pair	2	20	EA	\$ 3,500.00	\$70,000		
A.11.p	Door System - Interior Wood Door/Hardware - Single	2	40	EA	\$ 900.00	\$36,000		
A.11.r	Door System - Interior Wood Door/Hardware - Pair	2	8	EA	\$ 1,800.00	\$14,400		
A.11.i	rubber threshold - < 1 1/4"	2	81	EA	\$ 250.00	\$15,250		
A.11.u	rubber threshold - < 1 1/4" - pair	2	29	EA	\$ 400.00	\$11,600		
Subtotal Priority 2:						\$380,270		
Priority 3—Building Shell Integrity								
E. BUILDING REPAIRS/IMPROVEMENTS								
E.11	Exterior painting/stucco repair	3						
E.11.a	Exterior Painting	3	0	BSF	\$ 1.50	\$0		
E.11.b	Stucco Repair - Patch and surface repair	3	6,800	SF	\$ 5.00	\$34,000	Annex building only	
E.11.c	Stucco Repair - Crack repair only	3	2,000	SF	\$ 10.00	\$20,000	1962 building	
E.4	Window and door system improvements/replacements	3						
E.4.a	Window system - (aluminum type w/ operable windows)	3	5,020	SF	\$ 25.00	\$125,500		
E.4.d	Replace windows (hopper type)	3	2,093	SF	\$ 76.00	\$158,975	Historical windows at north and west elevations	
E.5.a	Dryrot/Termite Repair/Replace (Allowance for unforeseen)	3	1	LS	\$ 50,000.00	\$50,000	BSOK Elementary, \$100K Middle, \$290K High School	
E.5.b	Dryrot/Termite Repair/Replace (visible)	3	1	LS	\$ 20,000.00	\$20,000	At south end of annex	
E.5.f	Demol of existing non-DSA storage shed	3	0	LS	\$ 2,500.00	\$0		
Subtotal Priority 3:						\$488,475		
Priority 4—Classroom Interiors, technology upgrades, & infrastructure								
A.10. Restroom Improvements								
A.10.a	RRI all fixtures - (Toilets, Urinals, Sinks, Flush Valves)	4	51	FA	\$ 1,750.00	\$89,250		
A.10.b	Partial HDCP upgrade (toilets, urinals, grab bars)	4	1	EA	\$ 5,000.00	\$5,000		
A.10.c	Extensive HDCP upgrade (wall R&R, urinals, grab bars)	4	0	LS	\$ -	\$0		
A.10.d	New toilet partitions	4	6	EA	\$ 400.00	\$2,400		
A.10.e	New toilet accessories - small	4	4	EA	\$ 750.00	\$3,000		
A.10.f	New toilet accessories - large	4	6	EA	\$ 2,000.00	\$12,000		
A.10.g	Grind/polish terrazzo	4	0	SF	\$ 5.00	\$0		
A.10.h	Cleanseal floors	4	1,875	SF	\$ 1.75	\$3,281		
A.10.i	Paint walls/ceiling	4	1,875	BSF	\$ 1.25	\$2,344		
A.10.j	New surface mounted lights	4	1,875	SF	\$ 1.25	\$2,344	Reuse existing	
A.10.k	New exhaust fans	4	6	EA	\$ 1,500.00	\$9,000		
A.10.l	Replace windows	4	219	SF	\$ 25.00	\$5,475		
A.10.m	Replace VCT Flooring	4	0	SF	\$ 2.25	\$0		
A.10.n	Replace flush valves - floor mounted urinals	4	8	EA	\$ 350.00	\$2,800		
A.10.o	Install new terrazzo	4	0	SF	\$ -	\$0		
A.10.p	Re-Texture Ceilings	4	0	SF	\$ -	\$0		
A.10.q	Ceiling replacement - 1x1 Tiles	4	0	SF	\$ 1.25	\$0		
A.10.r	Ceiling replacement - 2x4 Lay In	4	0	SF	\$ 2.50	\$0		
A.2	Campus security system improvements	4						
A.2.a	Door contacts	4	0	BSF	\$ 0.90	\$0		
A.2.b	Motion sensors	4	4,528	BSF	\$ 0.90	\$4,075		
A.5	Fire alarm and fire protection modifications/upgrades	4						
A.5.a	Fully automatic system	4	4,528	BSF	\$ 2.50	\$11,320	(For essential service areas/buildings)	
A.5.b	Local system	4	43,928	BSF	\$ 1.50	\$65,892		
B. INFRASTRUCTURE								
B.1	Electrical service/transformer and/or main panel	4	2,000	AMP	\$ 40.00	\$80,000	2000 Amp for ES, 3000 Amp for MS, 8000 Amp for HS	
B.2	Electrical distribution system upgrades (For Wiremold)	4	1,350	AMP	\$ 35.00	\$47,250	45 amps per classroom (3 - 15 amp breakers) 30 Classrooms	
C. TECHNOLOGY								
C.1	Technology infrastructure-related improvements	4						
C.1.a	Conduit Backbones Distribution Around Campus	4	48,456	BSF	\$ 1.25	\$60,570		
C.1.b	Surface-Mounted recessed Within Classrooms (With Power)	4	48,456	BSF	\$ 1.50	\$72,684		
C.1.c	Computer Network Cabling	4	1	LS	\$ -	\$0	Per notes - has been provided throughout campus	
D. CLASSROOM IMPROVEMENTS								
D.1	Complete interior renovations	4						
D.1.a	Demolition of existing improvements	4	22,159	BSF	\$ 3.00	\$66,477		
D.1.c	Removable wall surfaces (2 Years Only)	4	22,159	BSF	\$ 3.25	\$72,017		
D.1.d	Interior painting (2 Walls/Ceiling)	4	29,256	BSF	\$ 1.00	\$29,256	Includes corridors	
D.1.e	Interior painting, walls only (w/ new ceiling)	4	0	BSF	\$ 0.80	\$0		
D.1.f	Ceiling repair - 1x1 Tiles	4	22,160	SF	\$ 0.25	\$5,540		
D.1.j	Light fixtures - Surface Mounted	4	3,000	SF	\$ 3.50	\$10,500	Allow for 10% replacement in classrooms	
D.1.m	VCT Flooring	4	4,500	SF	\$ 2.25	\$10,125		
D.1.n	Carpeting	4	24,756	SF	\$ 3.00	\$74,268	Includes corridors	
D.1.v	Misc. Painting	4	7,097	SF	\$ 0.75	\$5,323	Additional allowance to paint wood trim in corridors	

Item	FACILITY NEEDS	Priority	CPM/McCarthy Program Budget				Remarks
			Quantity	Unit	Unit Cost	Total	
D.1.y	Sinks/casework for permanent classrooms	4	30	EA	\$ 5,500.00	\$165,000	
E.13	Other	4	1	LS	\$ 7,500.00	\$7,500	Demo boiler equipment
Subtotal Priority 4:						\$824,880	
Priority 5-Renovation in support of education							
E.14	Library improvements	9	1	LS	\$ 10,000.00	\$10,000	Demo and wall in fill at bay window - 8' x 20' see
E.15	Demo existing old bus garage	5	3,216	SF	\$ 5.00	\$16,080	Summary error
E.6	Covered walkway repair/improvements	5					
E.6.a	Covered walkway replacement	5	400	SF	\$ 40.00	\$16,000	
E.7	Multipurpose facilities improvements	5					
E.7.a	VCT flooring	5	880	SF	\$ 1.75	\$1,540	
E.7.b	Refinish wood flooring	5	4,038	SF	\$ 3.00	\$12,108	
E.7.f	Paint Walls/Ceiling	5	4,916	BSF	\$ 1.50	\$7,374	
E.7.h	Demo of existing improvements	5	4,036	BSF	\$ 2.00	\$8,072	
E.7.j	Sound system upgrades	5	1	LS	\$ 15,000.00	\$15,000	
E.7.k	Stage lighting upgrades	5	1	LS	\$ 20,000.00	\$20,000	
E.7.n	Light fixtures - Surface Mounted	5	4,038	SF	\$ 1.50	\$6,054	Reuse existing
E.8	Ed support facilities improvts/upgrades (faculty/staff room	5					
E.8.a	Office/staff area upgrades - Interior painting	5	2,528	BSF	\$ 3.00	\$7,584	
E.8.b	Light fixtures - Surface Mounted	5	500	SF	\$ 2.50	\$1,250	Provide for 25% of area
E.8.c	Office/staff area upgrades - replace windows	5	40	SF	\$ 50.00	\$2,000	
E.8.d	Office/staff area upgrades - refurbish restrooms	5	40	SF	\$ 35.00	\$1,400	
E.8.f	Concession area upgrades - PVC VCT in mosaic pattern	5	196	SF	\$ 2.75	\$539	
E.8.g	Office/staff area upgrades - R/R plumbing fixtures	5	0	EA	\$ 1,750.00	\$0	In category A.10
E.8.n	New carpet	9	2,019	SF	\$ 3.00	\$6,057	
E.8.r	Re-finished casework	5	115	LF	\$ 30.00	\$3,450	
E.8.u	Demo Office area	5	2,528	SF	\$ 4.00	\$10,112	
E.8.z	1x1 Tiles (Replace)	5	500	SF	\$ 1.25	\$625	Provide for 25% of area
Subtotal Priority 5:						\$145,245	
Priority 6-Athletic facilities							
A.6	Playground equipment/fall-use zone improvements	6					
A.6.a	Primary grade	6	1	EA	\$ 50,000.00	\$50,000	
A.6.b	Kindergarten	6	0	EA	\$ 35,000.00	\$0	
A.6.c	Playground Area Fall Zone - Primary	6	4,000	SF	\$ 7.50	\$30,000	
A.6.j	Demo/Removal of existing playground equipment	6	12	EA	\$ 250.00	\$3,000	
Subtotal Priority 6:						\$83,000	
Priority 7-Landscape & hardscape (including parking lots)							
A.4	Campus security fencing and gate improvements	7					
A.4.a	Standard Chain Link w/ small masonry wall (incl demo)	7	476	LF	\$ 65.00	\$30,940	
F.	SITE IMPROVEMENTS/REPAIRS	7					
F.1	Site asphalt paving	7					
F.1.a	Site paving - hardcourt (Replace/Re-Stripe)	7	53,357	SF	\$ 4.00	\$213,428	half of (E) square footage; city to share costs
F.3	Irrigation Improvements	7					
F.3.b	Irrigation System - Repairs	7	37,800	SF	\$ 0.30	\$11,340	
F.6	Ball wall repair/improvements	7					
F.6.a	Masonry wall w/ footing - 8' high x 18' wide	7	0	EA	\$ 8,000.00	\$0	
F.7	Launch shade structure	7					
Subtotal Priority 7:						\$255,708	
Total Hard Cost Priorities 1 through 7:						\$ 2,169,453	
Priority 11-Seismic allowances							
A.1	Seismic Upgrades	11	40,338	BSF	\$ 3.00	\$121,014	Seismic upgrades limited to permanent structures
A.1.a	Shear wall infill w/footing at permanent classrooms	11	132	LF	\$ 250.00	\$33,000	Shear walls at Annex building
Subtotal Priority 11:						\$154,014	
Priority 12-Roof replacement							
E.10	Roofing systems improvements/modifications	12					
E.10.a	Four ply built up	12	14,593	SF	\$ 5.50	\$80,262	Annex and 1982 building
E.10.c	Roofing systems - Asbestos Abatement	12	14,593	SF	\$ 2.25	\$32,834	
E.10.e	Shake tiles	12	31,113	SF	\$ 8.50	\$264,461	
Subtotal Priority 12:						\$377,556	
Priority 13-New air conditioning							
E.12	Heating/Ventilation/Air conditioning	13					
E.12.a	HVAC package system (All Inclusive)	13	48,456	BSF	\$ 23.00	\$1,114,488	
E.12.c	Electrical Secondary Distribution (For HVAC)	13	1,815	AMP	\$ 45.00	\$81,675	15 amps per ton of AC cooling.
E.12.d	Energy Management System	13	48,456	BSF	\$ 1.45	\$70,261	
Subtotal Priority 13:						\$1,266,424	
Priority 15-Extra classrooms							
G.	ADDITIONAL SUPPORT FACILITIES	15					
G.10	Community learning center	15	1	LS	\$ 150,000.00	\$150,000	New learning center and classroom per note G.6, incl demo of
Subtotal Priority 15:						\$150,000	
Total Hard Cost (Section A-G)						\$4,117,448	

Richmond Street Elementary School
615 Richmond Street, El Segundo, CA 90245
Built 1935. Renovated in 2001 for \$5.3 Million



Good morning Anne,

Thank you for your patience. I have returned to the office this week following vacation.

We have been pulling multiple file folders looking for the information requested.

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.

The monies paid for classroom modernization.

Take care,

Melissa Moore, Ed.D.

Superintendent
El Segundo Unified School District
641 Sheldon Street
El Segundo, CA 90245
(310) 615-2650 Ext. 1225

received document, which included the Memorandum of Understanding, was stamped with official document number #78-241041.

Agreement for the Sale and Purchase of Real Property – Exhibits List:

Exhibit "A" – legal description of Pier Avenue School property

Exhibit "B" - The Escrow dated June 22, 1977

"The completion of this escrow is contingent upon the following: ... 9. An agreement in writing entered into between the parties as to various matters such as maintenance, insurance, rental notes, traffic control signals and other matters..."*

Author's Note: *The Memorandum of Understanding address all the issues in item 9 above in Section 4.04 (rental notes), 4.05 a (maintenance), b (insurance), c (reimbursements), 4.06 (traffic control signals), etc.

Exhibit "D" – Arbitration Agreement dated and signed February 14 and 28, 1978

Article 4 Factors Which the Arbitrators Shall Use In Making Their Decision

Section 4.01(d): *"It is the intent of the parties that Hermosa Beach residents and property owners shall be given priority in the use of the facilities."*

Exhibit "E" – Education Code 15051 through 15054 and reorganized in April 1977 to Education Code 16053.1

Exhibit "F" – Title Insurance and Trust Company

Exhibit "G" - HBCSD Resolution To Offer For Sale the Pier Avenue School For Less Than Fair Market Value dated January 3, 1977

– Resolution No. 77-4099 by the City of Hermosa Beach authorizing the acquisition of Pier Avenue School from the Hermosa Beach City School District of Los Angeles County, State of California, at a price that is less than fair market value, for a community recreation and service center. Dated January 11, 1977.

Exhibit "G" – HBCSD Resolution of Intention To Sell and Authorize the Sale of Real Property to the City of Hermosa Beach and Prescribing the Terms Thereof dated June 13, 1977
Including: Exhibit "A" – legal description of Pier Avenue School property and Exhibit "B" – the Memorandum of Understanding outlining the terms of the Sale.

Exhibit "H" – Resolution Authorizing the Sale of Real Property to the City of Hermosa Beach and Prescribing the Terms and Conditions of the Sale Thereof as amended at the Board Meeting of January 16, 1978.

"WHEREAS, the District has authorized the sale of the Pier Avenue School to the City pursuant to the terms and conditions set forth in an Agreement entitled, "Agreement for the Sale and Purchase of Real Property," and the Exhibits attached thereto."

Exhibit "H" – Resolution Offering to Sell Real Property to the City of Hermosa Beach dated February 14, 1978

"WHEREAS, the District has authorized the sale of the Pier Avenue School to the City pursuant to the terms and conditions set forth in an Agreement, entitled, "Agreement for the Sale and Purchase of Real Property," and the Exhibits attached thereto."

Exhibit "H" – Resolution No. 78-4193 by the City of Hermosa Beach authorizing the City Treasurer to draw a check on the Housing and Urban Development Account for the Acquisition of Pier Avenue School site. Dated February 28, 1978.

Exhibit "I" – Opinion Letter from HBCSD attorney Gerald M. Hilby. Dated January 20, 1978.

"The District has duly declared the Pier Avenue School to be surplus property with a reservation as set forth in the Lease Agreement permitting the District to use a limited portion of the Pier Avenue School for educational purposes for a period of fifty years subject to the terms and conditions set forth in the Lease Agreement in compliance with Section 15051 of the Education Code, wherein the District may retain a future interest in the property or the partial use of the property for school, recreational or athletic purposes."

"The publication of the Resolution and all the documents setting forth the terms of sale as set forth in the Agreement of Sale and Purchase of Pier Avenue School and those exhibits attached thereto that do in fact set forth the terms and conditions of the sale as required by Section 16203 of the Education Code."

Exhibit "J" – Opinion Letters from Hermosa Beach City attorney J.B. Mirassou. Dated January 20, 1978 and February 28, 1978.

"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 subsisting document."

"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."

"The last act to be accomplished is that all signatures on the Agreement must be duly acknowledged so that the Purchase and Sale Agreement plus all exhibits attached thereto (except the opinion letters of counsel) may be duly recorded in the office of the County Recorder of Los Angeles County..." The Agreement, all exhibits including the Memorandum of Understanding are stamped with document number #78-241041.

Exhibit "K" – Lease Agreement for Future Use of Pier Avenue School dated February 14, 1978.***

Article 1 Recital of Facts, 1.03: "This Agreement provides for limited usage by the District of certain portions of the Pier Avenue School because the District has sold the school to the City for less than fair market value pursuant to Education Code Section 15051, et. Seq."

Article 2 General Conditions, 2.01: "The City hereby agrees to permit the District to lease the Pier Avenue School, (as hereinafter set forth in this Agreement Articles 4 and 5), which is more fully described in Exhibit "A" attached to the "Agreement for Sale and Purchase of Real Property," for a period of fifty years in increments set forth in 3.01 beginning on the close of escrow pursuant to the Agreement for Sale and Purchase of Pier Avenue School and ending fifty years thereafter."

2.02: "The District's use shall only be during the school year including summer school."

2.06: “ The use of all the facilities as hereinafter set forth shall be rent free other than the District’s paying its proportionate cost of maintenance, utilities, and custodial service costs for the use of the gymnasium, showers, lockers and tennis courts excluding the auditorium facilities. The consideration for the City’s permitting the District to use the premises rent free is that the District is selling the premises to the City for less than fair market value.”

Article 4 Use of the Auditorium Facilities

Article 5 Use of the Gymnasium, Showers, Lockers and Tennis Courts

Author’s Note: ***Exhibit K was the last exhibit to be added to the Agreement at the last workshop (January 18, 1978) held between the City and HBCSD. It makes sense that SB members would recognize the fact that if in the future the District were in need of classrooms at Pier Avenue School, they should also have use of athletic facilities. It makes little sense for Exhibit K to have been agreed to without, or in place of, the provisions in the MOU for classrooms, office and storage space at PAS.

Author’s Note: On January 7, 1982, in a closed session, the City Council passed HB City Resolution No. 82-4494 authorizing the correction of the legal description of the property conveyed by the Hermosa Beach City School District to the City now known as the Hermosa Beach Community Center. Lance Widman was the signatory of the resolution. Over the next several years the City went on to sell an agreed to portion of the Pier Avenue School tract to the Alano Club – thus violating the terms of the original Agreement for the Sale and Purchase of Pier Avenue School. More information on this transaction is available but will not be addressed in this summary.

RESOLUTION OF INTENTION TO
SELL AND AUTHORIZE THE SALE OF REAL PROPERTY TO
THE CITY OF HERMOSA BEACH AND PRESCRIBING THE
TERMS THEREOF

RESOLVED by the BOARD OF EDUCATION ("the Board") of the HERMOSA BEACH CITY SCHOOL DISTRICT ("the District") of the County of Los Angeles, State of California, that,

WHEREAS, Chapter 1 of Division 11 of the Education Code of the State of California, Section 15051 et seq., authorizes and empowers school districts to sell, for less than fair market value, any school site that is deemed to be surplus property of the district, to any district, city, or county in which the school district is wholly or partially situated for use as park or recreational purposes, or open space purposes; and

WHEREAS, the District is the owner in fee simple of certain property known as the Pier Avenue School hereinafter more particularly described in Exhibit "A" attached hereto which property has hereinbefore been found to be surplus property and is not now needed for school classroom purposes or other school related purposes by the District; and

WHEREAS, after a public hearing the Board adopted a Resolution approving of the sale of the school for less than fair market value; and

WHEREAS, the City of Hermosa Beach ("the City"), a municipal corporation in the County of Los Angeles, State of California, desires to purchase said real property for use for park or recreational purposes or for open space purposes; and

WHEREAS, the City is the only governmental entity, designated by the Education Code, that has expressed an interest in purchasing said property; and

WHEREAS, the District has complied with all the requirements set forth in Education Code of the State of California, Section 15051 et seq.; and

WHEREAS, it appears it will be in the best interest of the District that said property be sold for the above stated purposes for less than fair market value;

NOW, THEREFORE, it is hereby found, determined and ordered:

1. THAT, this Board authorize the execution of escrow instructions forthwith so that an escrow may be opened to sell the Pier Avenue School to the City of Hermosa Beach; and

2. THAT, the terms and conditions of the sale of the Pier Avenue School by the District to the City are more particularly set forth in a Memorandum of Understanding marked Exhibit "B" as amended hereto are approved; and

3. THAT, the District Superintendent is hereby directed to cause a copy of this Resolution together only with those portions of Exhibit "A" which set forth the legal description of the Pier Avenue School, to be published in accordance with the provisions of Section 16203 of the Education Code.

UNANIMOUSLY PASSED AND ADOPTED at the regular meeting of the BOARD OF EDUCATION of the Hermosa Beach City School District on June 13, 1977, 1977, at Hermosa Beach, California.

BOARD OF EDUCATION OF THE HERMOSA
BEACH CITY SCHOOL DISTRICT OF THE
COUNTY OF LOS ANGELES

Publish Dates:

78- 241041

54

EXHIBIT "B"

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into this 13 day of June, 1977, by and between HERMOSA BEACH CITY SCHOOL DISTRICT, a city school district of the County of Los Angeles, State of California, hereinafter referred to as the "District," and the CITY OF HERMOSA BEACH, a municipal corporation of the County of Los Angeles, State of California, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, Chapter 1 of Division 11 of the Education Code of the State of California, Section 15051 et seq., authorizes and empowers school districts to sell, for less than fair market value, any school site that is deemed to be surplus property of the district, to any district, city, or county in which the school district is wholly or partially situated for use for park or recreational purposes or for open space purposes; and

WHEREAS, the District is the owner and fee simple of certain property known as the Pier Avenue School hereinafter more particularly described in Exhibit "A" attached hereto which property has hereinbefore been found to be surplus property and is not now needed for school classroom purposes or other school related purposes by the District; and

WHEREAS, after a public hearing the Board adopted a Resolution approving of the sale of the school for less than fair market value; and

WHEREAS, the City of Hermosa Beach ("the City"), a municipal corporation in the County of Los Angeles, State of California, desires to purchase said real property for use for parks and recreational purposes or for open space purposes; and

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the District has fully complied with all the conditions set forth in the laws applicable to the District selling surplus land; and the District's covenant to defend any lawsuits filed hereafter by one who contests the District's right to sell the subject property and hold the City free and harmless therefrom.

e. As a part of the District's grant of the subject property, the Deed shall contain a provision setting forth the District's right to a reversionary interest in the land as follows:

1. The District shall have the right of reentry to the subject property if the City shall ever rezone the property for purposes other than open space or use for parks and recreational purposes; or

2. The City leases or sells said property to entities whose primary purpose is to engage in proprietary or money making activities.

3. The property is ever used for purposes other than open space or parks and recreational purposes.

f. The escrow agent shall do the necessary prorations or adjustments as are required.

g. The escrow shall close on or before November 1, 1977, or be terminated on that date unless the District and the City expressly agree in writing to extend the escrow beyond this date.

ARTICLE 4

FURTHER AGREEMENTS PURSUANT TO THE MEMORANDUM OF UNDERSTANDING

Section 4.01 The escrow agent is not to be concerned with the concepts hereinafter set forth other than a formal document executed

by the District and the City must be submitted to the escrow agent with a recital in the agreement that it is to be made a part of the escrow and is an integral part of the entire transaction. If this agreement is not submitted to the escrow agent, the escrow agent is instructed not to close the escrow.

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 4.03 For a period of ten years after the close of escrow the District shall have the first priority to use the Pier Avenue School facilities rent free subject to the following conditions:

a. The District's use of the school facilities shall be conditioned upon the City and District working out a "notice procedure" wherein the City will have adequate notice of the District's intention to use the facilities.

b. The District shall have the right to use classroom facilities at the subject property when and if the District's pupil enrollment exceeds 1,266 pupils in that after the District shall be entitled to the use of one classroom per 28 children enrolled beyond 1,266 pupils.

c. The District shall be entitled to use certain office and storage space at the Pier Avenue School, the square foot area and location to be agreed upon by the District and the City.

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d. The District shall be responsible and shall pay to the City, the cost of maintenance, utilities and any other normal cost for the facilities such as classrooms, office space, storage, showers and lockers used by the District at the Pier Avenue School.

Section 4.04 After the ten year period, the District shall have the continued right to use the school for the purposes set forth above. However, 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.

Section 4.05 The District acknowledges that the City may wish to take possession of the Pier Avenue School prior to the close of escrow. The City taking possession is conditional upon the District and the City agreeing in writing to this concept. Such an agreement shall embody but not be limited to the following terms and conditions:

a. The City shall keep and maintain the Pier Avenue School in the condition in which the school property now is, normal wear and tear excepted.

b. The City shall secure at its own expense insurance coverage, covering any kind of exposure the District may be subject to including but not limited to liability, exposure, fire or theft loss, etc. and hold the District free and harmless from any loss or claim.

c. If the escrow referred to herein is not completed, the City shall not be entitled to any reimbursement for any expenditures of any kind whatsoever made by the City in connection with the Pier Avenue School unless the District has approved in writing and

78- 241041

Adult Book Stores Ordinance No. 77-562 (Continued)

FURTHER ACTION - to adopt Ordinance No. 77-562 entitled: "AN ORDINANCE OF THE CITY OF HERMOSA BEACH, CALIFORNIA, AMENDING SECTION 801 OF ZONING ORDINANCE NO. N.S. 154, AS AMENDED, BY ESTABLISHING REQUIREMENTS FOR A CONDITIONAL USE PERMIT TO OPERATE AN ADULT BOOK STORE."

Motion by Councilman Widman - Seconded by Councilman Schmeltzer
 Ayes: Councilpersons Barks, Doerfling, Schmeltzer, Widman, Mayor Tyson
 Noes: None
 Absent: None

REVISED ALTERNATE "SIGNS" ORDINANCE NO. 77-560 - TERMINATION OF ABATEMENT PERIOD FOR NONCONFORMING NON-ELECTRICAL SIGNS - NOTICE OF VIOLATION. Memorandum from Earl Diller, City Manager, dated June 8, 1977; Memorandum from Laurie Duke, Building Department, dated June 8, 1977.

ACTION - to waive further reading.

Motion by Councilman Widman - Seconded by Councilman Schmeltzer
 Ayes: Councilpersons Barks, Doerfling, Schmeltzer, Widman, Mayor Tyson
 Noes: None
 Absent: None

At this time Council discussion determined that there may be a need for further considerations on the subject ordinance and that it not be introduced until revisions have been made to same.

FURTHER ACTION - to continue this matter to the regular meeting of June 28, 1977 in order for staff to determine safeguard measures that may be necessary to meet requirements.

Motion by Councilman Widman - Seconded by Councilman Schmeltzer
 So ordered.

PROPOSED PURCHASE OF PIER AVENUE SCHOOL. Memorandum from Councilman Doerfling, dated June 8, 1977; memorandum from Councilman Schmeltzer, dated June 14, 1977 (submitted as a post agenda item).

DISCUSSION: Mr. Gerald Hilby spokesman for the Hermosa Beach School District addressed Council on the proposed sale of the school and answered questions pertaining to the Memorandum of Understanding between the School District and City; stating that there were areas that would be changed upon mutual agreement. Since there is a time factor involved, it was suggested that the escrow proceedings get underway with the understanding that there would be extensive considerations given to the use of the property.

ACTION - to approve a Memorandum of Understanding subject to review and approval by the City Attorney; and to authorize the staff to open an escrow with the Hermosa Beach School District for the purchase of Pier Avenue School, basically incorporating said Memorandum of Understanding and attached related material with the following contingencies: Agreed rights of use for both parties and reversionary clause.

Motion by Councilman Doerfling - Seconded by Mayor Tyson
 Ayes: Councilpersons Doerfling, Schmeltzer, Widman, Mayor Tyson
 Noes: Councilman Barks
 Absent: None

Award of Bid - City Advertising/Legal Notices (Continued)

At this time Mr. Kewin Cody, Editor, Easy Reader, came forward in opposition to the further action and felt that this approach conflicted with competitive bidding methods.

Mr. C. W. Aydelotte, editor of the Hermosa Beach Review who was present was approached on this matter and asked if he accepted the bid rate for the Hermosa Beach Review. He affirmed the bid rate and accepted all publications subject to bid specifications and conditions.

APPLICATION FOR BUSINESS LICENSE PERMIT TO OPERATE THREE-WHEEL NON-MOTORIZED VENDING BICYCLES FOR SALE OF NOVELTY ICE CREAM. Rodney Carl Sponberg and Kirk Howell, 1054 Monterey Boulevard, applicants. Application filed May 25, 1977; memoranda from Joan Noon, dated June 22, 1977; memorandum from Claude G. Stonier, Chief of Police, dated June 23, 1977; memoranda from J.B. Mirassou, City Attorney, dated June 3, 7, 1977.

DISCUSSION - Kirk Holloway, 1054 Monterey Boulevard, applicant, spoke on this item, outlining the operation and his intention regarding the compliance to the City codes. Heard speaking in opposition to the granting of permit was Bark Mc Neily, owner of "Just Desserts" located on Pier Avenue, as he felt there would be many problems with trash disposal and parking requirements. Also heard speaking on this subject was Barry Anderson, no address given.

PROPOSED ACTION - to approve the granting of subject permit subject to all requirements of the City codes; with a three month review; and that there be immediate revocation of license if there are any violations of the code.

Motion by Councilman Barks - Second by Councilman Widman

Ayes: Councilmen Barks, Widman

Noes: Councilpersons Doerfling, Mayor Tyson

Abstain: Councilman Schmeltzer - possible conflict of interest

Failed - Tie vote - therefore denied.

ESCROW INSTRUCTIONS FOR PURCHASE OF PIER AVENUE SCHOOL. Escrow instructions from Bank of America, dated June 20, 1977; memorandum from City Manager's office, dated June 22, 1977.

ACTION - to approve Escrow Instructions for Escrow No. 63-14258, dated June 22, 1977, covering property known as Pier Avenue School, legally described as: Parcel 1: portion of Lot 1, Block 78, 2nd addition to Hermosa Beach; Parcel 2: Portion of Lot 1, Block 78, 2nd Addition to Hermosa Beach; Parcel 3: Lots 1 to 20, inclusive, Block 79, 2nd Addition to Hermosa Beach; Parcel 4: The Westerly 88 feet of Lot 38, Block 78, 2nd Addition to Hermosa Beach; and Parcel 5: All that portion of Eleventh Place vacated, all more fully described in Exhibit A, attached to said Escrow; and subject to all contingencies described in said attached Exhibit A; to be executed by the City of Hermosa Beach in favor of the Hermosa Beach City School District of Los Angeles County; and to authorize the City Manager and City Clerk to attest on behalf of the City.

Motion by Councilman Doerfling - Seconded by Councilman Widman

Ayes: Councilpersons Barks, Doerfling, Schmeltzer, Widman, Mayor Tyson

Noes: None

Absent: None

The public hearing scheduled for this time (Appeal - rehearing of an application for two-unit condominium at 160 Lydon Street) will be heard later in the evening as the applicant is unable to be here at this time due to a prior commitment.

PUBLIC HEARING - PROPOSED PURCHASE OF PIER AVENUE SCHOOL PROPERTY FROM THE HERMOSA BEACH CITY SCHOOL DISTRICT BY THE CITY OF HERMOSA BEACH. Eight evidentiary items.

J. B. Mirassou, City Attorney, informed Council that he had available all documents relating to subject item for inspection.

Mayor Tyson declared the public hearing open and heard speaking in favor of the proposed purchase were Naoma Valdes, 2840 Amby Place and Robert Cummings, 1203 Monterey Boulevard. Speaking in opposition to the purchase were: Jack Wood, 803 Loma Drive; Genovieve Batchelor, Longfellow Avenue; Jim Holbrook, 117 Prospect Avenue; Charles Buggy, 1620 Golden Avenue; Jim Graham, 2108 Monterey Boulevard; Ed Corder, 1626 Golden Avenue; Parker Herriott, Candidate for City Council; Ellen Goetz, candidate for City Council; Dick Bounty, 203 Valley Drive; Mrs. McFadden, 942 Ninth Street; Mrs. J. Holbrook, 117 Prospect; Bob Parker, candidate for City Council, and Delma Peery. The majority of those opposed stated that they would like to see this issue on the June ballot. As no one else came forward to speak, Mayor Tyson declared the public hearing closed followed by Council discussion.

At this time Council members addressed those present on their views regarding the proposed purchase.

ACTION - to approve the Agreement for Sale and Purchase of Real property, and instruct the Mayor and the City Clerk to sign on behalf of the City.

Motion by Councilman Doerfling, seconded by Councilman Schmeltzer
Ayes: Councilpersons Doerfling, Schmeltzer, Widman, Mayor Tyson
Noes: Councilman Barks
Absent: None

FURTHER ACTION - to accept the Opinion Letters of J. B. Mirassou, City Attorney, dated January 20, 1978 and February 28, 1978 and the Opinion Letter of Gerald M. Hilby, Attorney representing the Hermosa Beach City School District, dated January 20, 1978

Motion by Councilman Schmeltzer, seconded by Councilman Widman
Ayes: Councilpersons Doerfling, Schmeltzer, Widman, Mayor Tyson
Noes: Councilman Barks

FURTHER ACTION - to approve a Non Interest Bearing Unsecured Promissory Note dated February 28, 1978 and cause the Mayor and the City Clerk to sign on behalf of the City.

Motion by Councilman Schmeltzer, seconded by Councilman Widman.
Ayes: Councilpersons Doerfling, Schmeltzer, Widman, Mayor Tyson
Noes: Councilman Barks
Absent: None

FURTHER ACTION - to approve Amendment to Escrow Instructions, Escrow No. 63-14258 dated February 28, 1978, and cause the Mayor and the City Clerk to sign on behalf of the City.

Motion by Councilman Schmeltzer, seconded by Councilman Widman
Ayes: Councilpersons Doerfling, Schmeltzer, Widman, Mayor Tyson
Noes: Councilman Barks
Absent: None

Public Hearing - Proposed Purchase of Pier Avenue School (Continued)

FURTHER ACTION - to approve acceptance of a Grant Deed dated February 28, 1978, the Hermosa Beach City School District, County of Los Angeles, granting to the City of Hermosa Beach the property legally described as Exhibit A, attached, and commonly known as the Pier Avenue School Site, subject to all conditions set forth therein, and authorize the appropriate persons to sign the Certificate of Acceptance and consent to the recordation of said document by the City Clerk.

Motion by Councilman Doerfling, seconded by Councilman Schmeltzer
Ayes: Councilpersons Doerfling, Schmeltzer, Widman, Mayor Tyson
Noes: Councilman Barks
Absent: None

FURTHER ACTION - to adopt Resolution No. 78-4193, entitled:
"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERMOSA BEACH, CALIFORNIA, DIRECTING THE CITY TREASURER TO DRAW A CHECK ON THE HOUSING AND URBAN DEVELOPMENT ACCOUNT FOR THE ACQUISITION OF THE PIER AVENUE SCHOOL SITE."

Motion by Councilman Schmeltzer, seconded by Councilman Widman
Ayes: Councilpersons Doerfling, Schmeltzer, Widman, Mayor Tyson
Noes: Councilman Barks
Absent: None

FURTHER ACTION - to direct the City Treasurer to draw a warrant in the amount of \$226,124.00 from the Revenue Sharing Fund payable to the Bank of America National Trust and Savings Association for the balance of the fee for Escrow No. 63-14258.

Motion by Councilman Doerfling, seconded by Mayor Tyson
Ayes: Councilpersons Doerfling, Schmeltzer, Widman, Mayor Tyson
Noes: Councilman Barks
Absent: None

FURTHER ACTION - to approve a Contract for Title Services dated February 23, 1978 with the Title Insurance and Trust Company, 433 South Spring Street, Los Angeles and cause the Mayor and the City Clerk to sign on behalf of the City.

Motion by Councilman Doerfling, seconded by Mayor Tyson
Ayes: Councilpersons Doerfling, Schmeltzer, Widman, Mayor Tyson
Noes: Councilman Barks
Absent: None

FURTHER ACTION - to approve the Lease Agreement for Future Use of Pier Avenue School, dated February 23, 1978, and cause the Mayor and the City Clerk to sign on behalf of the City.

Motion by Councilman Doerfling, seconded by Councilman Schmeltzer
Ayes: Councilpersons Doerfling, Schmeltzer, Widman, Mayor Tyson
Noes: Councilman Barks
Absent: None

Councilman Schmeltzer expressed his appreciation to the many people who participated as a working unit on this project.

PUBLIC HEARING - REHEARING OF AN APPEAL FROM DENIAL BY THE PLANNING COMMISSION OF CONDITIONAL USE PERMIT FOR TWO-UNIT CONDOMINIUM AT 160 LYNDON STREET, SAID DENIAL HAVING BEEN UPHELD BY THE CITY COUNCIL FOLLOWING AN APPEAL AND PUBLIC HEARING HELD ON NOVEMBER 8, 1977.
William R. Ralls, Applicant. Eight evidentiary items.

Mayor Tyson declared the public hearing open and heard speaking in favor of the appeal was Morgan Ralls, representing applicant, 1020 Manhattan Beach Boulevard, Manhattan Beach, who stated that the plans had been modified so that the storage area, ground coverage and open space would meet with the code requirements.

WE GET LETTERS: Week of April 5

Apr 5, 2018

Reopening Pier Ave. School

As a homeowner, business owner, graduate of the Hermosa School system and a former city councilmember and mayor of Hermosa Beach, I have first-hand knowledge of the great schools we have in Hermosa Beach. Our schools have provided thousands of South Bay Children with the strong foundation needed to excel in life.

As a graduate of Pier Avenue School, my memories of middle school in addition to excellent academics included a gymnasium, baseball stadium, and an auditorium for school assemblies, plays and graduations. These facilities were all shared with the community outside of school hours for more than 50 years.

Today one could add skateboarding, emergency preparedness and South Bay history to the classes that could be offered to middle school students at a reopened Pier Avenue School.

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. A simple lease-back option was included within the contract between the district and the city. As I have always said: "Why wouldn't the City Council allow Hermosa students priority use of Pier Avenue classrooms and facilities?"

This entire matter of current overcrowding could be quickly resolved by City Council members honoring the contractual agreement between the city and school district to allow the 7-8 grade students use of classrooms at Pier Avenue School while the construction at View and Valley Schools takes place over the next few years.

—George Barks, Redondo Beach

HERMOSA BEACH CITY SCHOOL DISTRICT

TO: Board of Education

FROM: Patricia Escalante
District Superintendent

DATE: December 11, 2013

SUBJECT: CALIFORNIA CODE REGULATIONS TITLE 5 SITE EVALUATION OF
HERMOSA BEACH COMMUNITY CENTER BY OFFICE OF PUBLIC
SCHOOL CONSTRUCTION REPRESENTATIVE

RECOMMENDATION

It is recommended that the Board of Education discuss and take action to request a representative of the Office of Public School Construction perform a site evaluation on the Hermosa Beach Community Center.

BACKGROUND

At the November 2013 School Board Meeting a presentation was given to the Board of Education by Superintendent Escalante regarding the sale of Pier Avenue School by the District to the City of Hermosa Beach. As a part of the sale agreement, a fifty year lease option was created that details the option of the District to use the facilities. The lease has fifteen years remaining on it.

The Board expressed an interest in requesting that a representative from the state Office of Public School Construction conduct a site review of Pier Avenue School. A report will be generated and presented to the Board. There is no cost to the District for this service.

*This is Exhibit "K" to the agreement
Not the MOU that specifies use of classrooms.*

*Pat renewed the lease in
a letter to City Manager
Tom Balkaly
April 30,
2014*

[For District Letterhead]

VIA U.S. MAIL AND PERSONAL DELIVERY

April 30, 2014

Mr. Tom Bakaly, City Manager
Ms. Elaine Doerfling, City Clerk
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, CA 90254

Re: Notification of Renewal of Lease Agreement for Future Use of Pier Avenue School

Dear Mr. Bakaly and Ms. Doerfling:

In 1978, the Pier Avenue School, currently known as the Community Center, was sold to the City of Hermosa Beach. As a part of the sale, a lease agreement ("Lease") was created that "provides for limited usage by the District of certain portions of the Pier Avenue School because the District has sold the school to the City for less than fair market value pursuant to Education Code Section 15051, et. seq."

This letter is notification, pursuant to Article 3 of the Lease, that the District desires to renew the existing Lease and use portions of the Pier Avenue School as contemplated in the Lease.

The Hermosa Beach City School District is experiencing overcrowding at the View School and Valley School campuses. The Board of Trustees is in the process of developing short and long term facilities plans to address this issue.

The District Office is currently housed on the Valley School campus. For the 2014-15 school year, the enrollment at Valley School will be nearly 1,000 students. The relocation of the District Office to another location in the City, such as the Pier Avenue School, would provide flexibility at the Valley School Campus that could, in turn, open up potential additional classroom space for our District students.

A copy of the Lease is included for your reference.

Please contact me to discuss. I look forward to working with you and your staff.

Sincerely,

Patricia Escalante

Exhibit K Lease agreement for future use of Pier Ave School

Article 3 option to renew.

NOT the memorandum of understanding

- no renewal needed for the MOU. Exhibit 'B' of Exhibit 'G'

March 26, 2014

Ms. Patricia Escalante
1645 Valley Drive
Hermosa Beach, CA 90254

RE: Hermosa Beach City Elementary School District Site Summary

Dear Ms. Escalante,

The Office of Public School Construction (OPSC) met with Ms. Angela Jones, District Representative on February 13, 2014 to discuss the District's plans for two school sites and to develop a site summary. In addition, we were accompanied by Mr. Javan Nabili and Mr. Blair Ripplinger from gkkworks.

We visited the North Avenue School and Pier Avenue Community Center. The sites currently do not house enrollment from the Hermosa Beach City Elementary School District. If the District is considering using either of these sites, I have included the site summary information and School Facility Regulations (SFP) that pertain to each site.

In addition, I have included summaries of the District's new construction eligibility and remaining modernization eligibility at the Hermosa Valley school site. The Hermosa View Elementary site currently has no remaining eligibility since the site received modernization funding in 2000 and 2002. The District may have some additional eligibility if they have any buildings that have come of age or if the enrollment has increased at the site or in the District.

At this time, the District does not have any eligibility adjustments, funding applications, pending approvals or apportionments at the OPSC.

On November 1, 2012 SFP Regulations were established that impacts how new construction and modernization applications received after existing bond authority is no longer available. These regulations establish a State Allocation Board (SAB) acknowledged list for projects that are received by OPSC after bond authority is exhausted. The list is called the "Applications Received Beyond Bond Authority List." Applications placed on this list only undergo an intake review to ensure all of the required documents have been submitted, but are not be fully processed by OPSC nor presented to SAB for approval.

If you have any questions, please feel free to contact me at (916) 376-1822 or janna.shaffer@dgs.ca.gov.

Sincerely,



Janja Shaffer
Supervisor
Office of Public School Construction

Enclosures

The Herm Beach City Elementary School District currently leases the North [redacted] site to an active daycare business. The District is considering [redacted] timing this site and re-opening it. The District may re-open and establish modernization eligibility at the site if they intend to use the site as a school for at least 5 years. The enrollment would be based upon the district's demographic data. I have included SFP Regulation Section 1859.60 for your review which explains how to establish modernization eligibility.

Section 1859.60. Calculation to Determine Modernization Baseline Eligibility.

The district shall calculate its modernization eligibility for each school site with the completion of the Form SAB 50-03.

The eligibility determination may be made by either identifying all classrooms on the site pursuant to (a) or by the identification of all square footage on the site pursuant to (b), as follows:

(a) Identify all classrooms at the school site that would have been included in the Gross Classroom Inventory pursuant to Section 1859.31 that are:

- (1) Permanent and at least 25 years old.
 - (2) Portable and at least 20 years old.
 - (3) The remaining classrooms not reported in (1) or (2) above.
- (b) Identify all square footage at the school site that is:
- (1) Permanent area and at least 25 years old.
 - (2) Portable classroom area and at least 20 years old.
 - (3) The remaining square footage on the site not reported in (1) or (2) above.

The age of the classroom or square footage shall begin 12 months after the plans for the building were approved by the DSA; or in the case of permanent or portable classrooms that were previously modernized with State funds or rehabilitated under the Charter School Facilities Program, the 25/20 year period shall begin on the date of its previous apportionment. For purposes of identifying square footage at a school site, include the total enclosed exterior square footage of the school buildings. For multilevel buildings, include the square footage at each level.

Enrollment at the school shall be the latest CBEDS report for K-6, 7-8 and 9-12 pupils. If the school is closed at the time of application for eligibility determination for modernization, and the district intends to reopen it and use it as a school for at least the next five years, the enrollment may be estimated based on district demographic data.

The calculated eligibility determined on the Form SAB 50-03, shall be referred to as the modernization baseline eligibility for the specific school site.

Status of Projects With Regard to PIF, Unfunded Approval, In-House Projects

No applications are in-house or pending approval or apportionment.

Deferred Maintenance Annual Apportionments

Hermosa Beach City Elementary	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	Total
Annual Apportionment	\$35,668	\$37,858	\$37,948	\$37,815	\$37,722	\$187,011
Extreme Hardship Projects	0	0	0	0	0	0

Pier Avenue Community Center

The Community Center located on Pier Avenue was purchased by the City of Hermosa Beach from the Hermosa Beach City Elementary School District. The City of Hermosa Beach uses the building for various meetings, classes, historical museum and an adult special education. 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 owned or leased by the district. The District could purchase or lease the site from the City of Hermosa Beach for a term of 30 or 40 years. I have included SFP Regulation Section 1859.22 for your review.

Section 1859.22. SFP Application for Funding on Leased Land.

In addition to meeting the requirements of Sections 1859.20 and 1859.21 or 1859.120, a district may receive SFP funds for facilities that are or will be located on real property leased by the district provided all the following are met:

(a) The real property is leased from a governmental agency.

(b) The term of the lease for the land for which the district is requesting SFP funding at the time the Approved Application is accepted is one of the following:

(1) At least 25 years if the lease is for real property owned by the federal government.

(2) At least 40 years if the lease is for real property owned by a governmental agency other than the federal government.

(3) At least 30 years if the lease is for real property owned by a governmental agency other than the federal government and the district has certified to all the following:

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

(B) The cost per year to lease the real property for no less than 30 years is no greater than the cost per year to lease the real property for 40 years.

(4) At least 30 years if the lease is for real property owned by a governmental agency other than the federal government and the district has provided other evidence satisfactory to the Board that a shorter lease term is necessary.

A district seeking modernization funding on land or facilities leased by the district pursuant to this Section is subject to the adjustment in the district's baseline eligibility pursuant to Section 1859.51(c).

A district seeking new construction funding on land or facilities leased by the district pursuant to this Section is subject to the adjustment in the district's baseline eligibility pursuant to Section 1859.51(a) and (i).

**HERMOSA BEACH
COMMUNITY CENTER
(GYMNASIUM AND
CLASSROOM
BUILDING)**

**710 Pier Ave, Hermosa
Beach, CA 90254**

**ASCE 31-03 Phase 1 Structural
Seismic Evaluation Report
June 11, 2015**

John A. Martin & Associates, Inc.



DATE SIGNED
6/17/2015

Executive Summary

The Community Center is composed of three seismically separated Buildings which are the subject of this report: Auditorium Building, Gymnasium Building, and Classroom Building.

A limited ASCE 31 evaluation was performed for the Auditorium Building, constructed around 1911, since original construction documents are not available. Under the ASCE 31 standard, the existing building can be evaluated for Life Safety Performance Level (LS) or Immediate Occupancy Performance Level (IO). Expected building performance for LS includes damage to both structural and nonstructural components during a design earthquake, such that partial or total collapse does not occur and damage to nonstructural component is non-life threatening. And expected building performance for IO includes damage to both structural and nonstructural components during a design earthquake such that the damage is not life threatening, so as to permit immediate occupancy of the building after the a design earthquake, and the damage is repairable while the building is occupied. Based on use of the building, only Life Safety Performance Level (LS) was considered. Extent of retrofit required has been guesstimated based on similar type of construction as the Classroom and Gymnasium buildings, yet 20 years older. Destructive materials testing and as-built drawings of the existing structure are needed to confirm actual retrofit.

Our evaluation of the Classroom and Gymnasium buildings, that were built in 1939, has revealed these two buildings were designed remarkably well when subjected to the Tier 1 checks of ASCE 31. However, due to the vintage of the buildings, and the large increase in seismic demands between 1939 and the present, we cannot determine the feasibility of meeting the Immediate Occupancy Performance Level until further evaluation is performed under a Tier Two Evaluation. Therefore the seismic evaluation in this report has been based on Life Safety Performance Category of ASCE 31 Tier 1.

The purpose of this report is to use the ASCE 31-03 "Seismic Evaluation of Existing Buildings" Tier One analysis to assess how this existing building would perform according to our current engineering standards. The Tier One evaluation is meant to be a very broad overview of the building to identify major structural deficiencies. Non-compliant items may prove to be acceptable for the overall performance of the building upon further investigation through a Tier Two Evaluation.

Based on the Tier 1 guidelines of ASCE 31 for Life Safety Performance Level, the deficiencies for the each building are listed below:

- Auditorium Building (north wing of community center)
 - Assumed inadequate shear walls and out-of-plane anchorage
- Gymnasium Building (south wing of community center)
 - Vertical discontinuity of shear wall.
- Classroom Building (south wing of community center)
 - None

Our findings indicate that a structural seismic retrofit to address the deficiencies for the Auditorium and Gymnasium Buildings to meet Life Safety performance level will be feasible. Possible solution for

June 11, 2015

Hermosa Beach Community Center Building
ASCE 31 Structural Seismic Evaluation

Auditorium Bldg would be fiberwrap of shear walls and retrofit of anchorage. Possible solution for Gymnasium Building would be to add a new shear wall (with footing) below the existing discontinuous wall.

It is estimated the structural cost for seismic retrofit will be on the order of

Auditorium/Theater - \$2,000,000

Gymnasium building - \$300,000 to \$500,000

Classroom building - \$0

Please refer to seismic evaluation report titled *City Wide Building & Facilities Condition Assessment CIP 13-664* for other cost.

Next steps:

- Proceed to ASCE 31 Tier 2 Analysis
- Limited as-built investigation of existing building for confirmation of existing conditions (Gym & Classroom)
- Complete as-built investigation and production of drawings of the existing structure and destructive material testing (Auditorium Building)
- Obtain geotechnical report to verify geologic site hazards.

City Wide Building &

Facilities Condition Assessment CIP 13-665

For the City of Hermosa Beach

Community Center



Prepared by

CivilSource, Inc.

1000 Irvine Center Blvd, Irvine, CA 92618

714.261.9377 714.261.9300

CivilSource

**Community Center Buildings
Hermosa Beach, California
Condition Assessment Survey
July 9, 2015**

Summary of Findings

General Description

Introduction and Methodology

Site Work

Site Utilities

Center Building North

Building Structural

Building Exterior/Enclosure

Roof System

Electrical

Interiors

Plumbing

HVAC

Fire Protection

Specialty Equipment

Center Building South

Building Structural

Building Exterior/Enclosure

Roof System

Electrical

Interiors

Plumbing

HVAC

Fire Protection

Specialty Equipment

Museum/Gymnasium

Building Structural

Building Exterior/Enclosure

Roof System

Electrical

Interiors

Plumbing

HVAC

Fire Protection

Specialty Equipment

Theater Building

Building Structural

Building Exterior/Enclosure

Roof System

Electrical

Interiors

Plumbing

HVAC

Fire Protection

Specialty Equipment

SUMMARY OF FINDINGS

The Community Center buildings consist of two classroom structures, a Theater building, a gymnasium, and tennis courts. The North building is a two story concrete structure provides community classrooms for a variety of workshops. The South structure is a one story concrete building and is also used for community classrooms. The gymnasium and cafeteria building leases space to the Hermosa Beach Museum and provides a space for the community emergency command center. The cafeteria is sectioned off and nonoperational.

Community Center Buildings are generally in fair to good condition. Repair recommendations include site work which is parking lot paving and a new trash enclosure. Interior finishes such as painting and flooring will also be required in the future. Exterior windows and doors require painting also.

During the condition assessment inspections a few minor repair items were identified that require urgent attention. These are listed throughout the report. In addition, a number of components were identified that are recommended to upgrade or replace in the next ten years due to either code requirements or age of the components. A summary of those items are provided in the table below at an estimated cost of \$266,658. The total cost of estimated deferred maintenance and future outlay is \$270,558. Detailed listings of these items are provided in the appropriate sections of this report.

Community Center Building Repairs Summary					
Item	Description	Urgent	1-3 years	4-6 years	7-10 years
1	Site work	\$0	\$26,250	\$54,445	\$0
2	Site utilities	\$0	\$16,500	\$0	\$0
3	Building structural system	\$300	\$0	\$0	\$0
4	Building enclosure/exterior	\$0	\$10,880	\$2,500	\$0
5	Roofing system	\$1,000	\$14,100	\$39,065	\$0
6	Building interiors	\$1,475	\$10,000	\$84,618	\$0
7	Electrical systems	\$450	\$300	\$0	\$0
8	Plumbing systems	\$0	\$0	\$0	\$8,000
9	HVAC systems	\$0	\$0	\$0	\$0
10	Fire suppression systems	\$675	\$0	\$0	\$0
11	Specialty systems	\$0	\$0	\$0	\$0
12	Subtotal	\$3,900	\$78,030	\$180,628	\$8,000
13	Subtotal capital Improvements	\$266,658			
14	Grand total for all recommendations	\$270,558			

POLICIES AND PROVISIONS FOR THE REHABILITATION OF HISTORIC BUILDINGS FOR PUBLIC SCHOOL USE

APPENDIX M

Words underlined in this document are defined in Chapter 2, 2001 CHBC.

M.1 - Background

For rehabilitation of existing buildings to public schools, owners of qualified historical buildings may request use of currently effective regulations in the State Historical Building Code (SHBC), and the implementing regulations of the California Historical Building Code (CHBC), when strict compliance with the regular code adversely affects the historic fabric of the building.

Why use the CHBC? Buildings and structures identified to contribute to the culture, community or heritage of a locality — and qualified as historical — are recognized by the state as being eligible for special consideration to retain those attributes that are historic during rehabilitation or subsequent change of use. The DSA recognizes that strict use of the regular code may create difficulties where rehabilitation attempts to retain the historic characteristics of a building or structure. 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.

M.2 - Definitions and Terminology

Terminology of historic preservation and school construction utilizes many of the same words, but with different meanings. For preservation terms, refer to Chapter 2 of the 2001 California Historical Building Code .

State Historic Building Code. The sections of the Health and Safety Code creating the SHBC program.

California Historical Building Code. The regulation created for application to qualified historical buildings and properties under the SHBC.

Regular Code. The adopted regulations governing design and construction or alteration of non-historical buildings, structures and properties within the jurisdiction of the enforcing agency. For school buildings, the adopted regulations are Title 24, C.C.R., currently effective regulations enforced by DSA.

M.3 - Determine if Your Building or Structure is a Qualified Historical Building or Structure

There are a number of ways under the SHBC to qualify a building as historic. At its simplest:

1. Designation must follow the basic rules of the California Register of Historical Resources, and
2. Buildings shall have been identified to contribute to the culture, community or heritage of a locality.
3. Buildings and structures may be of significance to the local area.
4. A school district board may designate structures under their jurisdiction as historic.

M.4 - DSA Acceptance of the State Historical Building Code (SHBC) for Rehabilitation of an Existing Historical Building to a Public School

To substantiate that the SHBC and the implementing regulations of the CHBC are applicable for use on a public school rehabilitation project, a five-step process shall be followed:

[For full information concerning the filling out and filing of this form send for Rules and Regulations of the Division of Architecture Relating to the Safety of Design and Construction of Public School Buildings]

V

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ARCHITECTURE

Field Act Passed in 1933

Application No. 382 Filed 6/21/34
(Applicant must not fill in the above blanks)

Application for Approval of the Plans and Specifications for
the Construction, Reconstruction, Alterations of
or Additions to a School Building

I, BOARD OF PUBLIC BUILDING RECONSTRUCTION of Sacramento
Name of applicant Post Office

County of Sacramento State of California

Hereby make application for the approval of the plans and specifications for the
construction reconstruction x alterations additions to
Check description

of NORTH SCHOOL
Name of school Name of building

School board Hermosa Beach City President Samuel C. Elliott
Name Chairman

City Hermosa Beach County of Los Angeles State of California
Post office

The applicant is acting for the school board in the legal capacity of agent
Agent, Secretary, Trustee, etc.

Architect Samuel E. Lunden Address 400 Rowan Building, Los Angeles, Calif.

Structural Engineer Paul E. Jeffers Address 816 West Fifth Street, Los Angeles, Calif.

The school is located in the City of Hermosa Beach County of Los Angeles.

Lots 10 to 15 inc Block 5 Street 25th Street No. _____

1/4 Section _____ Township _____ Range _____

DESCRIPTION

- Character of construction Brick exterior walls, wood frame interior walls, floors and roof
New construction four inch gunite on brick walls and horizontal steel truss at roof.
- Number of stories 1 and part basement
- Foundation conditions:
 - Character of surface soil sand
 - Character of foundation soil sand

Exterior dead load soil pressure	1330#
live " " "	210
 - Allowable bearing value used 2090 (lbs. per sq. ft. live and dead load)

Interior partitions (1/4) dead load	1720#
live " "	860
 - For piles total load per pile 2280 (lbs. live and dead load)
 - Depth of ground water below grade approximately 50 feet max. _____ min. _____
 - Exceptional conditions _____
- Bearing tests on soil were not made (if made file report of findings).
- Architectural plans sheets No. 1 to 2 inclusive.
Signed by Samuel E. Lunden and Paul E. Jeffers Architect, Structural Engineer.
- Structural plans sheets 1 to 3 inclusive.
Signed by Samuel E. Lunden and Paul E. Jeffers Architect, Structural Engineer.

EXHIBIT 5

Hermosa Beach Community Center's history key to bond vote



Exterior of the Hermosa Beach Community Center, site of the former Pier Avenue Junior High. Photo by Ryan McDonald

BY RYAN McDONALD JUNE 1, 2016

The Hermosa Beach City School District cannot automatically reopen the city's Community Center as a school, and attempting to do so would likely require extensive examinations and retrofitting, according to a report provided at a joint meeting of the school board and city council Tuesday night.

The meeting came as Hermosa approaches next Tuesday's election, when voters will decide on Measure S, a \$59 million school facilities bond to ease overcrowding in the district. Though the bond would allocate funds to View and Valley, the district's existing campuses, the lion's share would go to rebuilding North School, a school site on 25th Street owned by the district but currently being used as a preschool.

Throughout the runup to the vote on Measure S, opponents have consistently advocated for the Community Center as a more logical and less costly alternative, and have levelled criticism at district officials for what opponents said is an inadequate effort to explore the Community Center as an option in meeting the district's facilities needs. District officials have countered that the Community Center remains an inferior option for both legal and practical reasons.

At the request of the district Terry Tao, an attorney, architect and seismology expert who regularly represents school districts in land use questions, gave a presentation that bolstered the district's case. Opponents of Measure S question the objectivity of Tao's report, given that his firm was hired by the district, and has been used by HBCSD since at least 2013.

The Community Center is the site of the former Pier Avenue Junior High School. It was one of six campuses once open in the city; enrollment peaked in the 1960s with more than 2000 students. But as demographic trends shifted, enrollment dropped, and the district began closing and selling off school sites.

The district closed Pier Avenue School in 1975. On June 13, 1977, the school board passed a resolution formalizing its intent to sell the parcel to the city. Carol Reznichuk, a school board member at the time Pier Avenue was sold to the city, said at Tuesday night's meeting that the sale was a "very wise" move at the time. The district's enrollment was declining even as the city was experiencing a development boom and running short on recreation space.

“It’s a fabulous property right here in the middle of town,” Reznichuk said. “Where else was the city going to get something like that?”

The sale was finalized in 1978, with the district selling for less than fair market value at the time. In exchange, the district retained some additional rights to the property. Exactly what rights the district retained has been at the center of controversy over Measure S.

A lease agreement accompanying the sale gave the district “limited usage” of “certain portions” of the former Pier Avenue School; under the agreement, lease of the entire school, including classroom facilities, was a possibility, but not something the city was obligated to agree to.

But the June 13, 1977 district resolution stated that the terms and conditions of the sale were “more particularly set forth in a Memorandum of Understanding” or MOU. In 2013, Katarina Bacallao, then a member of the district’s Facilities Planning Advisory Committee, uncovered the MOU in a county records storehouse. Among other things, the MOU stated that if enrollment exceeded 1266 students, the district would get the right to lease the facility, including the classrooms. Current enrollment is 1432.

Contract law frequently features disputes over whether prior discussions or documents are “incorporated” into the final, binding agreement. At Tuesday night’s presentation, Tao said the MOU was not incorporated and has no legal effect, and that the district is not guaranteed the opportunity to use the former classrooms at the community center. Tao noted that the MOU was never signed by the parties, and likely represented what the district was “hoping for” or even “fantasizing about.”

“Just because it is in writing and it’s what the district was hoping for doesn’t mean it’s what the city agreed to,” he said.

In an interview last week, City Manager Tom Bakaly said that the council has been clear that there is not an interest in turning over the property.

In addition to legal difficulties in acquiring it, if the Community Center were to be repurposed as a school, it would require a “very significant” evaluation, and would “more than likely” need to be upgraded, Tao said. Among the features that Tao identified were supporting beams, like those found in portion of the structure now used as the Hermosa Museum. He also pointed to the large windows found in former classrooms; upgrades to similar structures that Tao has worked on required large supporting cross beams.

The lack seismic soundness has also been disputed by opponents of Measure S. In 2003, Hermosa historian Chris Miller obtained a letter from engineering firm Breiholz Qazi stating that there were no state-mandated requirements to seismically upgrade the Community Center. Additionally, according to Bakaly, a city-ordered seismic evaluation of public buildings in Sept. 2015 found no issues with the community center for city use.

But according to Tao, state law imposes special requirements for public school facilities. Because the site has been delisted as a school, it would not be grandfathered in under former requirements.

In the event that Measure S does pass, opponents said Tuesday night that they are preparing alternatives. Resident Parker Herriott said he planned to circulate a petition for an ordinance to compel the city to reopen the Community Center as a school, and said opponents would consider suing the district if the bond passed. He also requested that the Los Angeles County District Attorney and grand jury launch a criminal investigation of the school board

“We already beat you last time by 32 votes,” said Herriott, referencing the narrow defeat of school facilities bond Measure Q in 2014. “Don’t elections mean anything to you people? Apparently not.”

5 comments so far. Comments posted to [EasyReaderNews.com](http://www.easyreadernews.com) may be reprinted in the Easy Reader print edition, which is published each Thursday.

<http://www.easyreadernews.com/129180/hermosa-beach-community-centers-history-key-bond-vote/>

EXHIBIT 6

Measure S Videos

May 31st Joint Board Meeting and City Council



May 25th Community Workshop

