

City of Piedmont
COUNCIL AGENDA REPORT

DATE: March 7, 2022

TO: Mayor and Council

FROM: Sara Lillevand, City Administrator

SUBJECT: Consideration of Approval of a Facility Use Agreement between the City and the Piedmont Center for the Arts for Use of the Main Hall at 801 Magnolia Avenue, Establishment of Fees for Community Use of the Main Hall at 801 Magnolia Avenue, and Authorize the City Administrator to Terminate the Existing Lease between the City and Piedmont Center for the Arts

RECOMMENDATION

By separate motions, take the following actions related to the use of 801 Magnolia Avenue

- a. Approve a Facility Use Agreement between the City of Piedmont and the Piedmont Center for the Arts (PCA) for use of the Main Hall at 801 Magnolia Avenue (Main Hall);
- b. Authorize the City Administrator to provide written notice of termination of the 2011 Lease Agreement between the City and Piedmont Center for the Arts on March 25, 2022; and
- c. Establish user fees for community use of the Main Hall as set forth in the fee schedule listed in this staff report.

BACKGROUND

In May 2011, the City entered into a Lease Agreement with the Piedmont Center for the Arts (PCA) for use of portions of City-owned property located at 801 Magnolia Avenue. In November 2020 and April 2021, the Council considered an extension of a lease renewal. However, after extensive public comments and Council deliberation, the Council had concern about the landlord-tenant framework as a potential barrier to inclusive community access to the space and to achieving the highest and best use of this City facility. The Council took no action to renew the lease and PCA's tenancy converted to month-to-month at the expiration of the lease.

In accordance with Council direction, Staff developed the proposed Facility Use Agreement intended to provide PCA, as a user group rather than a tenant, use of the Main Hall at 801 Magnolia Avenue. This framework will provide the City significant additional use and control of this facility, thereby allowing maximum use of the space for the benefit of the community, while also prioritizing the arts and PCA. The framework of a facility use agreement is one that the City

has used with active user groups such as the Piedmont Swim Team and their use of the pool facilities.

Proposed Use Agreement

Under the proposed Facility Use Agreement, the City would manage the use of the Main Hall under the auspices of the Recreation Department, which manages other City facilities and event spaces. The Department of Public Works will manage maintenance of the building. The Agreement specifies that the City will reserve for itself the annual use of the Main Hall on all weekday mornings, two weekday evenings each week, and sixteen weekends. In turn, PCA would have access to program the space for art related use on weekday afternoons, two weekday evenings each week, and up to thirty-six weekends each year. Hours not scheduled for use by PCA will be released for City use. The proposed agreement designates and assures at minimum, 2,492 hours (45% of the useable time) each year for City use of the Main Hall, significantly increasing community access to this space. Under the proposed Facility Use Agreement, PCA would be authorized to use the space for arts programming only, with a set user fee of \$1,000 per month.

Key Provisions

Approved Use:	PCA use is limited to arts programming only
User Fee:	PCA will pay a monthly user fee of \$1000 with an annual Consumer Price Index (CPI) increase.
Calendar:	Annually, PCA will be provided right of first refusal for 36 weekends, weekday afternoons and two evenings per week within which to schedule arts related events and programs. This allocation is intended to provide flexibility for advance scheduling. It is expected that PCA will not utilize all of this time and there are systems in place to allow for unscheduled time to be released back to the City for broader community use.
Term:	Six years
Termination:	The proposed agreement allows the City to terminate the use agreement immediately if the Main Hall is needed for City operations due to an emergency or unforeseen circumstance as well as with one year notice if statutory requirements necessitate City use of the facility or if City facility renovations require relocation of City Staff to 801 Magnolia Ave.
Parking	One parking place in the driveway located on Bonita Avenue will be reserved for the Main Hall user group at any given time.

In the event Council approves the Facility Use Agreement, the next step would be for the City to formally provide notice to PCA that the current month-to-month tenancy is to be terminated with 30 days' notice. In order to allow the Recreation Department time to organize for

implementation of this significant transition, Staff recommends issuing a notice of termination of the existing lease agreement on March 25, 2022, and upon expiration of the 30-day period, the proposed Facility Use Agreement would take effect on April 25, 2022.

USER FEES

Staff further recommends Council approval of a fee schedule for the Main Hall so that community users can begin accessing the space as soon as possible. The fees as proposed are intended to provide relatively low-cost access to the Main Hall for meetings and small events and to serve needs not met by Community Hall or the Veterans Memorial Building. If approved, these fees will also be incorporated in the annual review process for Recreation Department facilities undertaken during the approval of the annual budget.

Proposed Fees

- PUSD sponsored event with onsite supervision No Charge
- Piedmont Community Based Organization \$30/hr
- Community Based Organization (CBO) \$50/hr
- Private Rental Resident \$80/hr
- Private Rental Non-resident \$125/hr

As with the City’s other rental facilities, all uses will be subject to capacity and compatibility constraints. As a reminder, 801 Magnolia Avenue is a relatively small space without any kitchen facilities.

The chart below illustrates how the proposed fees compare to rental rates at Community Hall and the Veterans Memorial Building. One will see wide ranges in hourly rates for these facilities due to differential weekend pricing. Staff proposes a simple hourly fee structure initially for the Main Hall at 801 Magnolia. Fees can be adjusted in the future if warranted after we understand community use patterns.

Hourly Rental Rate Comparison

	801 Magnolia (proposed) capacity 80-100	Community Hall* capacity 120-200	Veterans Memorial Building* capacity 200-250
Piedmont CBO	\$30	\$80-\$100 weekdays only	\$70-\$90 weekdays only
CBO	\$50	\$80-\$100 weekdays only	\$70-\$90 weekdays only
Resident rental	\$80	\$130-\$400	\$85-\$200
Non-resident rental	\$125	\$175-\$625	\$100-\$400

*Weekday rentals require 2 hour minimum
Weekend rentals require 8 hour minimum

2022 CALENDAR

Given longstanding partnerships, significant advance planning required, as well as benefit to the community, staff and PCA mutually agreed in October 2021 to hold space in the 2022 calendar for several organizations/events regardless of when and what new agreement for the space transpired. These include regular weekday afternoon and evening rehearsals for the Piedmont East Bay Children’s Choir, the PUSD Spring Plays in March and/or April, the Piedmont Chamber Orchestra rehearsals and performances, and the Piedmont Chamber Music Festival in July. If the proposed agreement is approved by the Council, PRD and PCA will meet before the commencement date to formalize the remainder of the 2022 calendar allocation. The City and PCA will also memorialize calendar process and procedures as well as operations guidelines for the Main Hall which will all be overseen by PRD. Per the proposed agreement, the determination of the Recreation Director on any scheduling matter shall be final.

CEQA ANALYSIS

The Facility Use Agreement is not a “project” subject to the California Environmental Quality Act, as the Facility Use Agreement has no potential to result in either a direct or reasonably foreseeable indirect change in the environment. (Pub. Resources Code section 21065; CEQA Guidelines section 15378.) An activity that is not a project under this definition is not subject to CEQA. (Guidelines section 15060(c)(3)).

However, even if the use agreement were found to be a “project” that is subject to CEQA, staff finds the project is exempt under CEQA Guideline section 15323, which applies to “the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose.” The Guideline includes “auditoriums” as an example of the exemption’s application. This exemption applies due to the fact that the facility at 801 Magnolia Avenue has been used to hold performances since 2011.

FISCAL IMPACT

Staff has approached this agreement with a goal of neutral cost recovery. Increased City expenses as compared to the current lease agreement include building maintenance and utilities which are projected to be roughly offset by PCA's user fees. Potential revenues and expenses associated with City/Community uses are more difficult to predict but PRD programs are typically structured to achieve cost neutrality, and the proposed rental fees are targeted to cover event staff expenses.

CONCLUSION

Over the past decade, the PCA has resurrected an unused City building at its own expense and created a community arts space for the betterment of Piedmont. Staff believes the Facility Use Agreement under consideration meets the direction of Council and recommends its approval, which provides for the continuance of PCA's stewardship of community arts, broader and more equitable community access to the space, and increased overall utilization of 801 Magnolia Avenue.

ATTACHMENTS

- 1: Proposed Use Agreement w/Premises Diagram

FACILITY USE AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of the ___ day of _____, 2022 (the "Commencement Date") by and between the **CITY OF PIEDMONT**, a municipal corporation, hereafter called "CITY", whose address is 120 Vista Avenue, Piedmont, California 94611 and the **PIEDMONT CENTER FOR THE ARTS, INC.**, a California nonprofit public benefit corporation, hereafter called "PCA", whose address is 801 Magnolia Avenue, Piedmont, California 94611.

RECITALS

WHEREAS, the CITY owns that certain institutional building, located at 801 Magnolia Avenue, Piedmont, California 94611, hereinafter referred to as the "Building; and

WHEREAS, the PCA is an organization devoted to enabling artists and students in various artistic disciplines – including music, dramatic arts, visual arts, and literature – to perform and display their works for residents of Piedmont and surrounding communities; and

WHEREAS, the PCA desires to utilize a portion of the Building to provide a venue in which artists and students may perform, display, teach, and study their art, and to facilitate community offerings, including art shows, concerts, plays, readings, and student recitals; and

WHEREAS, the CITY objectives are to support arts programming to meet a variety of community needs, and to make use of the Building available for other community uses and users; and

WHEREAS, the parties mutually desire to work toward effective and cooperative use of the Building; and

WHEREAS, the CITY desires to schedule use of a portion of the Building for the PCA and its artists, students, patrons, and audience members subject to certain terms and conditions; and

WHEREAS, the CITY and the PCA previously entered into a Lease Agreement, dated May 2, 2011, as amended on December 2, 2014 and August 2, 2016, relating to the Building, which Lease Agreement expired on June 2, 2021, at which time the PCA's tenancy converted to a month-to-month tenancy on the same terms and conditions as the expired Lease Agreement pursuant to a holdover provision therein; and

WHEREAS, the CITY and the PCA desire to enter into a new agreement for the PCA's continuing use of a portion of the Building with a term of six (6) years, on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Premises

The CITY agrees to allow the PCA to use the main hall and certain adjoining areas of the Building, as depicted in Exhibit A, attached hereto and incorporated herein (the "Premises").

2. Term

The term of this Agreement (the "Term") shall be six (6) years, commencing on the Commencement Date and ending on the sixth (6th) anniversary of the Commencement Date, unless earlier terminated in accordance with the terms hereof.

3. Premises Use

- a. The PCA shall use the Premises for the operation of a venue for exhibits, performances, theatre productions, concerts, lectures, and other arts-related events and activities for the benefit of the local community. The PCA shall not use nor permit the use of the Premises for any other purpose without the CITY's prior written consent.
- b. The PCA agrees to abide by all rules and regulations which are applicable to other users of City facilities, as it may be amended from time to time at the CITY's sole discretion.
- c. The PCA shall have the right to use one (1) on-site parking place located on the west side of 801 Magnolia Avenue and accessible from Bonita Avenue, on the dates and at the times allocated to PCA for the use of the Premises and on no other date and at no other time.

4. Premises Schedule

- a. For purposes of this Section 4, the following terms shall have meanings specified below:
 1. "*Weekday mornings*" shall mean Monday, Tuesday, Wednesday, Thursday from 7:00 a.m. until 1 p.m. and Friday from 7:00 a.m. until 10:00 a.m.
 2. "*Weekday afternoons*" shall mean Monday, Tuesday, Wednesday, and Thursday from 1:00 p.m. until 6:00 p.m.
 3. "*Weekday evenings*" shall mean Monday, Tuesday, Wednesday, and Thursday from 6:00 p.m. until 10:00 p.m.
 4. "*Weekend*" shall mean Friday from 10:00 a.m. until the following Sunday at 10:00 p.m.

- b. During the Term, the PCA shall be allocated use of the Premises on all Weekday afternoons each week, two (2) Weekday evenings each week, and thirty-six (36) Weekends each year, for the purposes authorized herein, all as determined in accordance with the procedures set forth in Section 4.d.
- c. During the Term, the CITY reserves for its own purposes use of the Premises on all Weekday mornings each week, two (2) Weekday evenings each week, and sixteen (16) Weekends, all as determined in accordance with the procedures set forth below in Section 4.d.
- d. The CITY and the PCA agree to jointly work in good faith toward effective, cooperative and maximum use of the Premises. The Recreation Director of the City shall be responsible for allocating to the PCA and reserving to the City use of the Premises, as contemplated in Sections 4.b and 4.c above, in accordance with procedures that (i) will consider the stated purposes of the PCA, as reflected in the recitals above, and the PCA's past patterns of use and expected future use of the Premises in carrying out such purposes; (ii) will consider the programming needs of the Recreation Department; and (iii) will consider the needs of potential users of the Premises from the City's community. The Recreation Director, on behalf of the City, shall meet with representatives of the PCA prior to the Commencement Date to discuss and determine the specific allocations, and the procedures to be followed in determining such allocations, of the Premises pursuant to Section 4.b above and shall schedule subsequent, periodic meetings with the PCA as may be necessary for such purpose. Such procedures, which shall be set forth in writing, and shall include a requirement that time allocated to the PCA or reserved to the CITY that is unscheduled on or after the date that is not more than thirty (30) days prior to the occurrence of such time shall be released for possible use by the other party in accordance with such procedures, including, without limitation, a monthly meeting for such purpose. Furthermore, the CITY and the PCA, at such monthly meetings, shall review the effectiveness and efficiency of Premises scheduling and discuss mutual concerns, needs, and opportunities for advance release of a party's allocated time anticipated to not be used by such party. Any proposed Premises use schedule changes arising from the monthly meetings shall, upon written approval of the Recreation Director, be incorporated into the Premises calendar. The City agrees that all uses of the Premises during the times it has reserved shall be compatible with the PCA's use of the Premises and shall not in any way endanger or damage the property of the PCA or the property of the artists, exhibitors, teachers, and students who make use of the Premises during the times that are allocated to the PCA, and it further agrees that all uses of the Building during times that have been allocated to the PCA will not in any way interfere with the activities of the PCA during such times. Should the CITY and the PCA, despite their good faith efforts, be unable to agree on any scheduling matter, the determination of the Recreation Director on such scheduling matter shall be final. In the event CITY undertakes renovations to its exclusive use areas of the Building, the CITY and the PCA will work jointly and in good faith to develop a construction management plan that minimizes impact on Main Hall programming.

5. Use Fees

- a. The PCA shall pay to the CITY a monthly use fee of One Thousand and 0/00 Dollars (\$1,000.00) for use of the Premises, payable in advance on the first day of

each month subject to annual increases, starting with the first anniversary of the Commencement Date based on the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for All Urban Consumers, Oakland-Hayward-Berkeley area.

- b. In the event this Agreement is terminated, by either party, the PCA shall pay the CITY the pro rata share of the upcoming installment payment, calculated based on the due date of the previous installment payment and the effective termination date of the Agreement.

6. Indemnification

To the fullest extent permitted by law, the PCA shall indemnify, defend (with legal counsel reasonably acceptable to the CITY), and hold harmless the CITY and its officers, officials, agents, employees and volunteers from all claims, loss, cost, damage, injury (including, without limitation, death), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation) arising out of or in any way connected with the performance of this Agreement by the PCA, or PCA officials, employees, agents, its independent contractors or volunteers except to the extent arising from the CITY'S negligence or willful misconduct, or the negligence or willful misconduct of the CITY's officers, officials, agents, employees, volunteers or invitees who are present on the Premises at times reserved to the City. provided, however, that in the case of the aforesaid negligence or willful misconduct, to the fullest extent permitted by law, the CITY shall indemnify, defend (with legal counsel reasonably acceptable to the PCA), and hold harmless the PCA and its officers, officials, agents, employees and volunteers from all claims, loss, cost, damage, injury (including, without limitation, death), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses in connection therewith, and costs of investigation) arising out of or in any way connected with such negligence or willful misconduct. Termination of this Agreement shall not release the PCA or the CITY from their respective obligations under this Section 6, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination.

7. Insurance

- a. During the entire term of this Agreement, the PCA shall, at its sole expense, maintain in full force and effect a policy or policies of commercial general liability insurance and, including property damage, written by one or more responsible insurance companies licensed to do business in California with a Best's rating of no less than an A-: VII.
- b. The CITY and its officials, officers, employees, agents and volunteers shall be named as additional insureds. The PCA shall provide City with an additional insured certificate for each such insurance coverage. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers. The PCA insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees and

volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers, shall be excess of the PCA insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees, agents or volunteers. Moreover, the PCA insurance shall apply separately to each insured against whom any claim or claims are made or suit is brought, except with respect to the limits of the insurer's liability.

- c. The policy limits of such insurance shall not be less than \$2,000,000 per occurrence and \$4,000,000 aggregate, as approved by the CITY Risk Manager, Bay Cities Joint Powers Insurance Authority. Each such policy shall be subject to approval by the CITY as to form and as to insurance and risk management companies.
- d. Worker's Compensation insurance and employer's liability insurance for all employees, if any, of the PCA shall also be provided and kept in force.
- e. Any policy of insurance required of the PCA shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the CITY of any pending change in the limits of liability, or of any cancellation or modification of the policy.

8. Termination of Agreement

This Agreement may be terminated as follows:

- (1) By either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within 90 days of receipt of written notice of default; or
- (2) In the event that the CITY determines that it requires use of the Premises to relocate City staff or conduct City operations arising from renovations to other CITY facilities that displace CITY staff or as may be necessary to comply with statutory requirements, CITY shall have the Right of Early Termination. CITY may exercise this Right of Early Termination any time after the second anniversary of the Commencement Date but shall be required to provide the PCA with at least one (1) years' advance written notice. In the event that the CITY exercises the foregoing Right of Early Termination, the CITY shall comply with the following:
 - a. The CITY shall use good faith efforts to arrange for the PCA to have access to other properties belonging to the CITY, if available. In the event that PCA use is relocated to another property pursuant to the CITY's exercise of this Right of Early Termination, the CITY will, to the extent feasible, authorize the PCA's return to the Premises upon conclusion of the event that prompted the exercise of the Right of Early Termination, under terms substantially similar to this Agreement. However, in no event shall the CITY have any obligation to secure any facilities or properties for the PCA's use other than its obligation, as stated above, to use good faith efforts to do so. In the event that the PCA is relocated to another facility or property belonging to the CITY, the PCA shall enter into a new use agreement with the CITY; and

- b. Notwithstanding the foregoing, in the event that the CITY determines that it is necessary to utilize the Premises due to an emergency (as defined in Section 5.2 of the Piedmont Municipal Code), or unforeseen circumstance requiring immediate closure of a CITY facility, as determined in the sole discretion of the CITY, the CITY shall have the sole and absolute right to enter and utilize the Premises without notice. In the event of an emergency, the CITY shall have the sole and absolute right to terminate this Agreement upon at least 15 days' prior written notice to the PCA. To the extent feasible, the CITY will authorize the PCA's return to the Premises upon conclusion of the emergency or unforeseen circumstance.
- c. In the event that the PCA desires to terminate this Agreement for any reason or no reason, the PCA may do so by providing the CITY with at least six (6) months' advance written notice.

9. **Disclaimer**

It is understood and agreed that the CITY shall in no event be construed or held to be a partner, associate or joint venturer with the PCA in the use of the Premises, nor shall the CITY be held liable for any debts incurred by the PCA in any way connected with its use of the Premises, and that the relationship of the parties is and at all times shall remain that of the CITY being owner and the PCA having use of the Premises.

10. **Notices**

Any demand or notice which either party shall be required, or may desire, to make upon or give to the other party, shall be in writing and shall be sent by prepaid certified United States mail, return receipt requested, or in the alternative may be given by personal service to an authorized representative of the party to be served, addressed to the respective parties as follows:

City: City of Piedmont
Attn: City Administrator
120 Vista Avenue
Piedmont, California 94611

PCA: Piedmont Center for the Arts, Inc.
Attn: President
801 Magnolia Avenue
Piedmont, California 94611

Any party may, at any time, change the address to which notice shall be given by giving a written notice thereof to the other party as above provided. Notice or demand by prepaid registered mail addressed as aforesaid shall be deemed to be fully communicated upon three (3) business days after time of mailing.

11. **Compliance with Laws**

The PCA shall comply with all applicable laws, including, without limitation, all public health and safety codes, regulations pertaining to its use of the Premises, and common law.

12. No Interest in Real Estate

The PCA acknowledges and agrees that this Agreement does not grant the PCA, its successors, assigns or transferees any interest, legal or equitable, in the Premises or the Property, and this Agreement shall become null and void and without legal effect if it is recorded in the Office of the Alameda County Recorder.

13. Entire Agreement, Amendments

This Agreement, including all exhibits, and documents expressly incorporated by reference contain the entire agreement between the parties regarding the use of the Premises and shall supersede any and all prior agreements, oral or written between the parties regarding the use of the Premises.

IN WITNESS WHEREOF, the City and the PCA have executed this Use Agreement as of the Commencement Date first written above.

CITY:

PCA:

CITY OF PIEDMONT, a California municipal corporation

PIEDMONT CENTER FOR THE ARTS, INC., a California public benefit non-profit corporation

By:

By:

Sara Lillevand, City Administrator

Name:

Date: _____
—

Title:

APPROVED AS TO FORM:

Date: _____
—

By:

Michelle Marchetta Kenyon, City Attorney

ATTEST:

By:

John O. Tulloch, City Clerk



CITY OF PIEDMONT
120 VISTA AVE. PIEDMONT, CA 94611
510.420.3050 www.ci.piedmont.ca.us

REV	SCALE	N.T.S.
DATE	MARCH 2022	

801 MAGNOLIA AVE

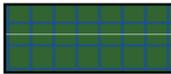


LEGEND

	MAIN HALL USER SPACE
	CITY SPACE
	CITY FLEX SPACE (SHARED STORAGE/ CONFERENCE SPACE)
	SHARED CITY/ USER SPACE (HALLWAYS, BATHROOMS, ADA LIFT)
	STORAGE



PARKING LEGEND

	MAIN HALL USER PARKING SPACE
	CITY PARKING SPACE

Item #4 – Consideration of Actions Related to 801 Magnolia Avenue
Correspondence received before Monday, March 7th at 12:00 Noon

Hello Betsy

I'd like to lobby here for a continuation of the Community Center for the Arts to be used for the most part as it has been in the past - a community managed, community center for local performers, musicians, artists performances, locally organized meetings, celebrations, and generally low cost community events. I've heard that the city needs office space - that the city wants a formal city run procedure for reserving the space. Given the type of use in the past, a large scale more formal management and reservation system would likely hinder and reduce the friendly easy access for planning events and times of use. For additional city office space, maybe use part of the Veterans hall until appropriate office is built by the city. I see yoga often in the Veterans hall. There are many places nearby for yoga - few to none for many of the events that find a home in the Community Center for the Arts.

Thanks for considering this.

Bob Cheatham

To City Council

I read the proposed user agreement for 801 Magnolia and I am delighted by the thoughtful work that has been put into this document. I think this proposed schedule of usage is a wonderful compromise that all parties can benefit from. I also thank you for the proposed fee schedule that I believe many groups and individuals will feel good about and will utilize.

Thank you so very much for preserving the Piedmont Center for the Arts in our community. What a terrific addition to our City and I am sure the organization will continue to bring much value and enrichment to us all. Thank you for valuing the arts and our community as well.

Sincerely

Valerie Corvin

Piedmont Center for the Arts is a wonderful organization. I am opposed to the city canceling the lease w/o letting the community know what the plan is. What a sad chapter for the city. canceling art? I believe it's your job to ensure that our community is safe and enriching for the residents. I need to understand what your reasoning is.

I'll be on the Zoom Monday night to learn why the council would want to cancel the lease.

Audrey Grubb

Dear Piedmont City Council Members,

First, it is of utmost importance to provide a lease extension of this community center for the continued community participation of the Piedmont East Bay Children's Choir.

Secondly, what better use of the facility than the participation of local children, youth and emerging adults in building their character and team work in the organized joy of singing in a choir. Increased self esteem and confidence building on their serious commitment and hard work in a safe environment.

Third, the financial and emotional challenges during 2 years of Covid were creatively faced by the dedicated professional staff, children and parents - exhibiting further exemplary evidence of the need for community and a return to a space of comfort and safety for this non profit organization at 801 Magnolia Ave.

12-years ago, the esteemed Ray Perman introduced me to the Choir, and later to PCA and the many community activities at 801 Magnolia Ave. As a staunch community advocate, Piedmont East Bay Children's Choir supporter and City of Piedmont volunteer and recipient of many community awards, I would hate to see Ray's legacy and support of the Choir and beloved 801 Magnolia Ave. disengaged. I know he would appreciate his friends of Piedmont to speak up in favor of the PEBCC and their continued lease with 801 Magnolia Ave.

Please renew and establish the PEBCC lease for uninterrupted community growth and enjoyment of the many gifts created by the Choir to our children with performances enjoyed by everyone!

Sincerely,
Sylvia Oberti, PhD

Dear City Council

I am writing this memo in opposition to the continued pressure that has been brought upon the Piedmont Center for the Arts.

The Grubb Company has been supportive of the Center for the Arts since it's inception. You now have a unique opportunity to preserve this valuable space and organization and not homogenize the usage of the building.

Taking away such a valuable asset and filling it with offices and recreational facilities only dilutes the value of our neighborhood interaction and social fabric.

This is not the time for punitive and restrictive usage of the Art Center. This is the time to embrace music, art, community culture and friendship.

Why does this campaign have a vindictive tone?

I want to believe that as we come out of COVID and the secluded silos it created that your efforts would be about community outreach and embracing our wonderful musicians and artists. This is "life" not rent roles or income streams.

Sincerely

DJ Grubb

Dear City Council Members,

it has come to my attention that the livelihood of the Piedmont Center for the Arts is in jeopardy. Frankly, I'm quite shocked to hear that.

I go to the events at the Center as much as I can and consider it a great privilege to have music and art at our hands' reach right here, in the community. I know that performances and art exhibits are not the only things happening at the Center as it also opens its doors to other groups in the community for rehearsals and performances, among them our children's choir.

I would like to raise my voice in support for the Center of the Arts and ask you to allow it to function without problems, just as it did before.

Please, let the wonderful volunteers of the Center continue with their work and bring us more opportunities to experience art in its many different forms.

Sincerely,
Victoria Robertson

Dear Piedmont City Council Members,

I have been using the Center for my student piano recital for many years. My young students have grown up into accomplished musicians at this venue, learning to perform in a professional atmosphere on an excellent piano. This experience has been of great value to them and I would be so sad to lose that opportunity for my current and future students. This type of space is so hard to find! I don't know where I would go without it.

So I am putting my oar in the water regarding the value of the Center for supporting budding young artists in their growth. I know the families in my studio would be willing to pay more for the privilege of using such a facility, which is actually priceless.

Thanks for your attention. I would come to the meeting, but I will be teaching!

With much appreciation,

Andrea Simms

Council members:

As a former PCFA actor I am troubled to hear that the city council is considering the cancellation and/or major alteration of the existing lease. I was honored to perform in several plays since PCFA's foundation and can attest to how well Piedmont residents and visitors supported the programs. Also how pleased local talent was to have the opportunity to perform. I was impressed too how Piedmont High-school drama students across the street were often cast in plays or invited to rehearse in the facility. In total, a wonderful community asset.

As a retired corporate executive of a fortune 500 company I can certainly appreciate the challenges you are facing managing changing city needs, but surely there must be a way to solve those problems without losing this terrific community asset to the performing arts in Piedmont.

Sincerely,
James Gibney

Council Members:

The proposed Facility Use Agreement is based, in part, on the recognition that the Piedmont Center for the Arts has provided the City, its residents, and the residents of surrounding communities with a place for arts activities that the City sorely lacked before 2011. Cities like Palo Alto, Pleasanton, and Richmond, to name only a few, have municipal arts centers as part of the artistic fabric of those urban areas. Notably, Piedmont had no such arts center until the efforts of dedicated volunteers raised the funds necessary to renovate the 801 Magnolia building and put in place an institution that, over the years that followed, would become a magnet for presenting artists, students of the arts of all ages, and interested audience members. Put differently, the Piedmont Center for the Arts has stepped in to fill a noticeable void in the services of this City and thus to bring it up to the service level of our urban competitors, some of whom, like Palo Alto, Pleasanton, and Richmond, have actually made their centers for the arts part of the operations of those municipalities. Therefore, we should view the Piedmont Center for the Arts under the proposed Facility Use Agreement not as an ordinary user of the main hall of the building at 801 Magnolia but rather as a partner with the City in providing highly valued arts programs to the thousands who enter the building every year. The terms of the Agreement, in my judgment, properly reflect that history and that function. The Agreement provides ample time for other users of the building while recognizing the essential civic function of the Piedmont Center for the Arts, and I urge you to approve the Agreement as it has been put before you.

Thank you.

Tom Reicher

Dear Ms. Lillivand and Members of the Piedmont City Council,

My name is Jan Zovickian, and I am writing on behalf of the PIEDMONT CENTER FOR THE ARTS. I've been to many concerts, art exhibits, plays and celebrations there, and it's truly a joy to have this delightful venue so close by for these types of events! I am writing today to urge you, as members of the Piedmont City Council, to continue to let the PCA be managed as it has been for the past eleven years by its capable board.

I understand the need for a multi-use building at 801 Magnolia, but I really value the tremendous and varied art enrichment programs that have been made available since the building became an "arts center!" It would be a shame to lose that "vibe!"

The PCA folks currently managing the arts center programs have been very thoughtfully bringing so much joy to our town through a wide variety of carefully planned dramatic presentations, art exhibits and musical programs these past many years! I think they should be given the green light to continue bringing such high quality arts offerings to our growing and dynamic community.

Thanks for reading this, and taking time to consider carefully the future of this valuable community asset we call the PIEDMONT CENTER FOR THE ARTS.

Unfortunately, I cannot be at the council meeting on Monday evening.

Sincerely,
Jan Zovickian

Piedmont City Council:

I'm in support of keeping the PCC if it means renewing the existing lease in order for it to continue. It has been a wonderful venue for the Arts and I appreciate all the people who are helping to run and organize events presented there.

Sincerely,
Anita & Andrew Rowe

Dear Council,

Please keep the center open and affordable for art and music. The use of the center for art and music (both adult and school age) is a healthy and solidifying spot for Piedmont residents. This center pulls together the local fibre of our community.

With Covid waning and people getting out and about our usage will increase.

Sylvia and Don Fones

To Members of the Piedmont City Council,

Since you are asking for recommendations for the use of the 801 Building, I would like to suggest that we allocate specific times for the members of the Senior community to use this space. As you undoubtedly know, we do not have a Senior Center, unlike most other local communities. I was surprised when I visited the impoverished town of Taft, CA., located near Bakersfield, that even they had a Senior Center! I believe that we should do more for our older population, including offering them Senior Center space several times per week.

This community has always been very youth-oriented, and I believe it is time to value the Senior members of Piedmont by offering them this space. By doing so Seniors would then have a place to congregate to have coffee, chat, and perhaps play card games and socialize. As we have experienced during the Covid shutdown, Seniors are the most affected by social isolation. I saw firsthand how they have been impacted, as I have been the Piedmont Seniors' Coordinator for more than two decades.

Please give this recommendation serious consideration.

Thank you.

Sincerely,

Janet Epstein

No where else in Piedmont can such a variety of experiences be found at an affordable price. Yes, at Piedmont center for the Arts , you can view local and international artist in all forms. Here is where , hand -made quilts are found, Chaired painting Exhibits , Music of every kind for folks of every kind. The city council is stressing diversity.. Where else but At PCA Can everyone enjoy choices to see and hear diversity at its most creative BEST. We have Movies in the park, Dance classes at the Veterans hall, weddings { at great expense } at city parks... but only at PCA can residence of Piedmont and our neighbors drink beer made in our back yards , see locally creative plays and ,have an Introduction of musical instruments for preschoolers. Certainly.. The City of Piedmont does not need to destroy this unique and resident made building that welcomes all kinds of Art.. including dance, poetry, and children's art for a few unneeded dollars for the general coffers and unspecified projects. If PCA is turned over to the city, no doubt it will become like other city buildings ,, used at great expense for programs without thought for the residents of Piedmont's enrichment.. PCA is an island of joy for various underserved groups of people of our city who are looking for variety and YES, diversity . Through the years that PCA has been run by the founders.. so many activities . and programs have been introduced.. none have been about profit . All have been about learning about the world through art. Today in the news we see how much the entire world needs to learn about the cultures we all share. Please , members of the city council of Piedmont Do not over take this small site for the residence of Piedmont to have a possibility for expression beyond the everyday norm . We are a small, comfortable community. Certainly, we can afford to keep this city's Jewel for the next generations.

With much concern , Sandra Vogl

Dear Council Members

Bert and Liz Tuan would like for the council to support the 801 Magnolia/Piedmont Center for the Arts Use Agreement that is being voted on Monday, March 7, 2022.

Thank you

Liz Tuan

Dear Council Members,

I appreciate the work that has gone into structuring a Use Agreement between the City and PCA for 801 Magnolia, and I understand the need to ensure the "highest and best use" of the building for the entire community.

At the same time, I urge you to consider the value of the Arts Center as it is and the enormous contribution it has made to Piedmont over the past 11 years. Thanks to the hard work, skill and talent of incredible volunteers, the PCA has become a focal point of music, art exhibits and arts related programs not only in Piedmont, but throughout the Bay Area. What other city has residents who have donated so much of their time and private finances to create and manage such a beautiful venue? The Arts Center has put Piedmont on the map as a place for professional as

well as up-and-coming artists to showcase their talents. The gracious gallery is ideal for smaller programs and events, and the acoustics are marvelous.

In my opinion, the Arts Center should be used firstly and primarily for arts related programs, and its ongoing uses should prioritize that. PCA volunteers have created a unique and special place that is a valuable treasure for Piedmont and the surrounding community. Please don't undercut what they have achieved.

Thank you for your consideration.

Sincerely,
Marj Blackwell

Dear Piedmont City Council: Thank you for valuing the arts in Piedmont and coming up with a fair compromise for PCA. Please vote to accept the current use agreement and let us citizens get on with what we've come to think of as our arts center.

Thank you.

Cheryl Rogers

Dear City Council

I read the proposed user agreement for 801 Magnolia and I am delighted by the thoughtful work that has been put into this document. I think this proposed schedule of usage is a wonderful compromise that all parties can benefit from. I also thank you for the proposed fee schedule that I believe many groups and individuals will feel good about and will utilize.

Thank you so very much for preserving the Piedmont Center for the Arts in our community. What a terrific addition to our City and I am sure the organization will continue to bring much value and enrichment to us all. Thank you for valuing the arts and our community as well.

Sincerely

Molly Ashford

Dear Mayor King and Council,

The main hall on weekends should be made available 26 weekends to PCA and 26 weekends for other uses. The proposed use agreement gives PCA 69% use of the main Hall on the weekends. The intent of the entire process and use agreement is to give the community more access.

What is the City's intent on the office space? Effective April 25, 2022 the City will be the landlord of the currently sub-leased 615 square foot office space. The sub tenant also has shared use of an additional 400 sf. of storage. The City's Nov 16, 2020 Staff report stated: "the office

space could be rented at an estimated market rate of \$50 square foot for annual rental income of \$28,000.” PCA is sub-leasing the office space at about 55% of City declared Market value.

Both Bonita Ave off street parking spaces should be available for the Main Hall user group.

Respectfully,

Rick Schiller

I do not agree that 801 Magnolia being occupied by one organization.

We are so short on space in town. People have to drive such far distances to take their children to classes because there is not space in town.

Please:

-

\$30 an hour fair pricing for the PCA, Arts Users and Piedmont community groups

- Three months vs. 30 days notice for release of dates
- PCA Not holding a monopoly over weekday afternoons
- 2 of 4 (not 3 of 4), weekends per month available in advance to PCA
- A one year (vs.6 year) term agreement to evaluate the agreement and make

Hilary Anne Mathewson

Piedmont City Council Members:

We, the members of the Board of Directors of the Piedmont Center for the Arts, urge you to approve the Facility Use Agreement between the City of Piedmont and the Piedmont Center for the Arts that is on the Council’s agenda for March 7, 2022. The Agreement, which has been negotiated over a period of many months, provides, in our view, an appropriate framework in which the artistic activities of the Center can go forward in the building at 801 Magnolia while, at the same time, other users of the building, including the City’s Recreation Department, will have ample opportunity to conduct activities in the building. The expected result is that the building will continue to provide the City with an arts center, which it did not have before 2011, will accommodate a variety of non-arts users, and, in the end, will be utilized more intensively than ever before.

To the extent that you have heard from some in the community who support the Piedmont Center for the Arts but decry the terms of the Facility Use Agreement as unfair to the Center, we urge you to regard those comments as coming from people, however well-meaning, who do not understand the reasonable balance that the Facility Use Agreement has struck. Please know that this Board, which has participated in the process of negotiation, is in full support of the Agreement and is fully prepared to work with the City to implement its terms for the benefit of our community.

Sincerely,

Board of Directors, Piedmont Center for the Arts

Sue Malick
Tom Reicher
Mark Davis
Wendy Willrich
Harry Howe
Andreas Neyer
Lisa Wolfe
Aparna Rao
Jan Mc Cutcheon
Debbie Dare
Carter Dunlap

As a long time Piedmont resident I am in full support that this organization continues to be an important asset to our city.

William Wexelblatt

Dear Piedmont City Council members,

I'm writing to follow-up on the letter I sent last year regarding the PCA lease agreement. It appears that new proposed lease has made some progress. I remain concerned about a few things with the new proposal.

1. Why is the lease for 6 years? This seems like a long time for an untested public/private arrangement.
2. Why don't the city and PCA have a shared set of rental rates? I'm not opposed to subsidizing an arts organization or subleasing per se, but it seems odd that the city might allow a tenant to raise more money off a city resource than the city itself would charge. Also, does the tenant get to raise unlimited funds? Shouldn't there be some analysis to see if \$1000 is indeed a reasonable monthly rent or merely a small down payment for big profit?

This is a unique and beautiful facility in the heart of town -- perfect for the arts or as learning center. I hope such a building and in such a place would never be considered to be demolished for housing. Yet by tying the property to one organization for six years, the proposed agreement seems to reduce the building's use and revenue for the city.

Sincerely,

Mary Wells

The Art Center in Piedmont has been a wonderful addition to our special city. As a resident of Piedmont for over 30 years, I support the 801 Magnolia-Piedmont Center for the Arts Use Agreement.

Thank you so much.

Dana Corvin

City Council of Piedmont

I write in support of the proposed agreement to keep the Piedmont Center for the Arts at their present location. The new agreement will ensure the longevity of the Center which has become a huge asset to the community. I have been at the Center for many functions including presentations of art, music, theater and speeches. It is imperative that Piedmont keep this valuable cultural center for our community. In my opinion this proposal will do just that. Thank you

Scott Corvin

Dear Members of the City Council:

We are writing regarding the proposed Use Agreement with the Piedmont Center for the Arts (PCA) for the City-owned facility at 801 Magnolia. While we strongly endorse the City's ongoing support for the fine and performing arts and appreciate the City's intention to create an arrangement that offers "inclusive community access to the space" and "achieves the highest and best use of this City facility," we believe the proposed agreement falls considerably short of meeting these goals. Specifically:

- 1.
- 2.
3. In its current form, the use agreement still
4. gives PCA preferential treatment over other organizations and limits the terms by which non-PCA community groups will be able to access and use the 801 Magnolia facility.
5. The proposed agreement grants PCA control
6. over 801 Magnolia for "all Weekday afternoons each week, two (2) Weekday evenings each week, and thirty-six (36) weekends per year," in exchange for \$1000/month, and specifies that PCA has a right of first refusal on the space up to 30 days before. Thus,
7. it appears a non-arts community group wishing to reserve 801 Magnolia for a specific date, say, 3 months in advance would not be able to do so. Local arts organizations wanting to reserve a space more than 30 days in advance would likely have to go through
8. PCA (and perhaps pay a higher rate than what the City charges PCA) rather than being able to reserve directly with the city.
9. We urge the City to revise the agreement terms to enable all community users to reserve the space at least six months in advance and to be charged at the same rates, to ensure equal and transparent access to this city resource.
- 10.

- 2.
- 3.
4. It is unwise to commit to a six-year use agreement
5. for this City-owned facility at a time when the City is undertaking important work on the state-mandated Housing Element and considering updates to its police and fire buildings.
6. These processes will require a thoughtful,
7. comprehensive plan for Piedmont's civic center, and it would be a mistake for the City to tie its own hands before these planning studies are completed.
8. We strongly urge the Council to, at minimum,
9. revise the use agreement to a one or two-year renewable agreement, with a standard six-month termination clause
10. that enables the City to terminate for any city use, not just the narrow reasons specified in the current version of the use agreement. This would also grant the City the flexibility to see how the new use agreement is working and adjust if needed in the future.
- 11.

- 3.
- 4.
5. We are deeply appreciative of the tremendous
6. work that PCA has done in the past and that it continues to do in service of the Piedmont community. In raising these concerns, our goal is not to pit one group or use versus another, but to advocate that
7. decisions regarding the disposition of
8. community resources be made through transparent public processes and deliberation, in order to ensure that community assets serve
9. all
10. members of our community equally.
- 11.

We strongly urge the City Council to revise the terms of the use agreement to align with the values of openness, diversity, and equity to which the City has committed itself.

Yours truly,

The Piedmont Racial Equity Campaign Steering Committee:
Irene Cheng
Leslie Gray
Amy Griffith
Sarah Karlinsky
Diana Lee
Susy Struble

To City of Piedmont City Council,

I have read the proposed user agreement for 801 Magnolia and I am in full support of the role it provides the PCA. PCA has used this building to great use and it would be a huge shame for them to lose this space or have to reduce their enormous support of the arts and the community.

I am aware there are alternative views on the future of how the facility should be used. I believe this proposed schedule of usage of PCA is a good agreement that all groups and the City can benefit from.

PCA supports the vital arts in the Piedmont community and beyond.
Remember Earth without art is just "Eh"

Sincerely,
Beth S Hooper

Dear Piedmont City Council members,

I have been in the Bay Area professional music community for 55 years, so I've seen many small performance and exhibition venues. The Piedmont Center for the Arts is one of the most delightful - a true gem for art and music lovers. You may not realize how rare and valuable this facility is for those who draw special, irreplaceable sustenance from live chamber music and intimate concerts.

In the past few years I've been fortunate both to attend and perform at a good number of PCA offerings, from vocal recitals and chamber music to music-theater shows. Without exception, members of the audience express how thrilled they are with the personal atmosphere and quality of their experience. The pleasure and pride of having a beautiful venue within their community is also heartwarming to performers, and many Piedmont citizens will be very sad to lose this unique resource.

I'm not sure how you can measure in dollars the enrichment PCA offers, nor the impoverishment that will be felt upon its cessation, but in emotional and spiritual terms, the loss would be great. Art needs to remain a high priority, especially in troubled times.

I do fervently hope the Council can find a way to keep PCA alive!
Your city is lucky to have such an institution, with its selflessly devoted and lovingly energetic staff.

Respectfully yours,

Jonathan Khuner

Dear Piedmont City Council Members--

I am writing to express my support for the Piedmont Post's rental of office space in the Piedmont Center for the Arts, which I contributed to founding when it began. I understand there will be a conversation tonight on this topic and am not able to attend the meeting so am sending an email instead.

The Piedmont Post is an integral part of our city. It not only provides news, it also provides an opportunity in our community for young people (who otherwise are too young to be employed) to get a job and understand what it is to work responsibly and earn a pay check. The current location of the newspaper office has been key to operations, providing a space for the business and, importantly, making it easy for kids and parents to pick up their papers for their weekly routes. Especially at this time when journalism in general is coming under attack and when the world continues to serve up stressors, please help retain a bright spot in our community/for our kids by supporting the operations of this newspaper via the rental space. Writing and journalism in my view fall under the umbrella of "arts," and our town should support them.

Thank you,
Stephanie Teleki

The Arts Center has been an exceptional success and almost unique addition to the Town of Piedmont.

Why would you change anything about such an important success that is being run by volunteers and providing so much value to many in Piedmont?

Please approve as much time as you can for that activity.

Dave Fullerton

To City of Piedmont City Council

I have read the proposed user agreement for 801 Magnolia and I am in full support of the role it provides the PCA. I know there are competing views on the future of how the facility should be used. I believe this proposed schedule of usage is a solid compromise that all parties and the City can benefit from.

Thank you for allowing the Piedmont Center for the Arts to remain a valuable jewel in our community. Thank you for prioritizing the arts so they are an integral part of our community.

Sincerely,

Lindsey and Ken Meyersieck

Piedmont City Council,

Please renew the lease for the Piedmont Center for the Arts.

We need to have a location where local groups of Piedmont residents can gather for common interests. We pay many extra taxes to live here, and there should be some benefit, especially for people that are not using the schools. Please give other groups some support!

Debra Constantine

City Council:

I would characterize the extensive public comment received the last time the 801 building was before Council in April, 2021 as falling into 4 categories – support for the quality of programming put on by PCA, disappointment with the diversity of that programming, dissatisfaction with public access to the building and suggestions to expand uses of the building to other than just music/art. The proposed facility use agreement before you addresses some of those points but not most of the key questions about public access and programming. This city-owned building offers considerable potential to expand Recreation Department programming but to also bring new civic and community activities in the heart of town, a long-sought desire expressed in community surveys and public comments about 801. Rather than approving tonight, I recommend you send the draft agreement to the Recreation Commission to hold a special meeting to solicit public comment on the use of 801 and the agreement. Staff has provided no reason not to. With PUSD not in session today, it is very likely that many interested residents are unaware of the agreement or unable to attend tonight's meeting.

I have the following comments on the proposed agreement:

Facility Hours: the agreement does not provide an equitable or balanced use of facility hours by the community. The morning-to-noon hours certainly can be used by the Recreation Department but that time is best suited for pre-school programs. There is a wide range of after-school or senior programming that could be facilitated through city management of all weekday hours. The City should claim full weekday hours of the main hall, time which PCA can rent as needed. Weekend use of 801 should be shared equally between the City and PCA. Weekends are “quality time” that provide the best opportunity for true community-wide events. Allocating half of that time to PCA would provide significant access to the facility which can be augmented should other community groups or users not come forward to use 801. Hopefully City staff has documented that PCA has effectively used these prime weekend hours under the current lease.

Term/Termination of the agreement: 801 is a city asset that should be put to the best use of the community. A six-year term constrains the city unnecessarily. The agreement term should be no more than 2 years so the City can efficiently plan for use of all its facility space. The staff report offers no reason for this 6-year term and no long-term planning by PCA should require this length of term. Likewise, the termination of agreement constrains the city from taking back control of its own asset. The circumstances for doing so can't be known at this time which is why the agreement should be written most broadly to defend city interests. The agreement should stipulate a six-month notice of termination for any reason.

Rates: the agreement provides no conditions on what PCA can charge users of 801. That may be difficult to incorporate into this agreement but some language should be added to require PCA to provide comparable rates to that of the City. I was on City Council when the first lease was negotiated with PCA and then the organization's stated mission was to offer a space to facilitate the development and performance of local Piedmont artists. PCA seems now to simply promote musical/artistic events that while of high quality require rates that may be prohibitive to local artists/performers.

Finally, the Facility Use Agreement provides a great opportunity to expand the visibility and use of the 801 building. New access to the facility with expanded programming will no doubt build on itself and create greater community interest in using the facility. In anticipation of that, don't initiate the agreement with the 6-year term. Set the term of the agreement to 2 years, during which the Recreation Director "will consider the needs of potential users of the Premises from the City's Community" (section 4(iii)). I recommend that consideration be done now before approving the agreement but in the event this Council chooses not to, then set the initial term to 2 years so that consideration by the Recreation Director can happen within 2 years rather than 6.

Garrett Keating

Dear City Council Members,

Why would our residents set us up for making money privately? This is a City owned resource and all of us should benefit from it. This brings back the history of our privatized Piedmont Pool and we fought it to be for ALL Residents.

Let's not make that mistake again!!

Dawn Margolin

Dear Council members,

I understand the Council is considering terminating the lease of office space to the Piedmont Post at the Community Arts Center.

This safe, central location is perfect for our middle school kids, facilitating them to independently pick up their papers for delivery after they finish school. The Piedmont Post is one of the limited (if not the only) ways for our younger teens to experience the independence and responsibility of their first job and the value of earning their own money.

Please consider the impact on Piedmonts younger residents before closing the Posts office.

Sincerely,
Charlotte Ero

Dear Council Members-

I am writing in support of the proposed use agreement. It allows PCA to continue while providing much needed hours for City and community use. It should be adopted so that we can move forward. Furthermore, it allows our hometown newspaper to remain centrally located so that our “newsies” can continue with their local paper routes without serious interruption. It is a reasonable compromise for all involved with minimal disruption to the parties.

Thank you for your consideration.

Alicia Kalamas

Hi!

I just wanted to express my support for more equitable access to the PCA. In particular, the following points:

- \$30 an hour fair pricing for the PCA, Arts Users and Piedmont community groups
- Three months vs. 30 days notice for release of dates
- PCA Not holding a monopoly over weekday afternoons
- 2 of 4 (not 3 of 4), weekends per month available in advance to PCA
- A one year (vs.6 year) term agreement to evaluate the agreement and make adjustments.

Thank you for your time and consideration.

Thanks,
Christiana Reining

To the City of Piedmont City Council,

I have read the proposed user agreement for 801 Magnolia and I am in full support of the role it provides the PCA and I urge the adoption of the use agreement allowing the Center to continue its role in the cultural life of Piedmont.

Please prioritize the Arts so they will continue to be an integral part of our community!

Sincerely,
Suzanne Latham

Dear City Council,

Please listen to your constituents pleas to renew the lease for the Piedmont Center for the Arts at 801 Magnolia.

Our citizens' organization need a place to meet and the arts need a place to perform.

Thank you for keeping Piedmont a thriving community for it's citizens.

Best Regards,

John Constantine

Dear City Council members,

Thank you for designing a user agreement for 801 Magnolia that will allow the Piedmont Center for the Arts to continue its role as a cultural center for our city. Providing a lovely venue for the Arts has given us many enjoyable events ranging from music to theater and art. The PCA has played a pivotal role in elevating our community and making it such a special place to live. Thank you again for allowing the Center to continue.

Sincerely,

Freddi Robertson

As a resident of Piedmont with 3 children in all 3 schools for the last 11 years, having the inability to rent PCA with less restrictions is an outage.

Please see the below comments on how to provide more of opportunity for the residents and public to rent such an amazing space.

Michele Spane Rivera

- \$30 an hour fair pricing for the PCA, Arts Users and Piedmont community groups
 - Three months vs. 30 days notice for release of dates
 - PCA Not holding a monopoly over weekday afternoons
 - 2 of 4 (not 3 of 4), weekends per month available in advance to PCA

A one year (vs.6 year) term agreement to evaluate the agreement and make adjustments

Dear City Council Members,

My name is Antonia Molinare, I have lived in Piedmont for the last 4 years. When I arrived in the city I was very excited to see the 801 Magnolia Ave building (it was near my kids Preschool), and wondered if art classes for kids or adults were available. After lots of inquiries I found out that no. In these last 4 years I have entered the building for 1 time for an exposition of a dear friend, and always thought why there are no art lessons for kids there or why the building is not used frequently for the community.

It would be wonderful for you to review the current agreement and authorize different local artists to hold art lessons / camps (via PRD who do a wonderful job!) for kids and maybe adults on weekday afternoons. I have 3 kids, all into art, and it is very difficult to find art classes for them nearby. It would be a great asset for the community to have that availability.

Thank you for your time.

Best regards,

Antonia Molinare


March 6, 2022

Via Electronic Mail

Sara Lillevand, City Administrator
John O. Tulloch, Assistant City Administrator
Piedmont City Council Members
120 Vista Avenue
Piedmont CA 94611

Dear Sara, John, and Council Members:

I am writing regarding to the City's proposed Facilities Use Agreement (Proposal) with the Piedmont Center for the Arts (PCA) at the City-owned building at 801 Magnolia Ave (801).

In Sara's report she states the City Council (Council) chose to take no action last year on the previous proposed lease because of concerns related to "inclusive community access to the space and to achieving the highest and best use of this City facility."

As a member of the Piedmont Recreation Commission I have developed an understanding of the constraints imposed on Piedmont recreational activities by the City's limited facilities. Therefore, the opportunity for a greater utilization of 801 by the Piedmont Recreation Department (PRD) through a new management structure of the building is of great interest to me.

I appreciate the service that PCA has performed for our city in creating a venue for the arts in Piedmont and providing arts-related programming. I feel the City has an obligation to continue to recognize this service with a prioritization of PCA's activities at 801. That said, the future City's relationship with PCA must be determined by what is in the best interests of the City and its residents.

I am not aware of any public discussion regarding the future of 801 for over a year, and the City has not involved the Recreation Commission in this issue. This has left me, and I believe almost everyone in Piedmont with an incomplete understanding of the issue, and with many questions regarding the Proposal. I know others have different questions and issues, but mine include:

1. Was there public input from the Piedmont community and conclusions drawn from it on how Piedmonters would like 801 used and managed in the development of this Proposal?
2. Could the PRD make even greater community use of 801 during the time periods proposed for PCA's use (i.e., would the PRD be constrained in its programming by this Proposal?)
3. Would there be greater total utilization of 801 if the PRD managed its entire calendar, rather than PCA managing a significant portion, as is proposed?
4. Should the relationship be structured so that PRD manages 801's entire calendar and just gives PCA a priority to reserve time for its activities?
5. In recognition of PCA's contributions and service, should PCA be treated the same way as is proposed for PUSD (i.e., no rent or charges for events)?

6. I am not aware of any disclosures of PCA's finances. How is the income that PCA derives from its 801 rentals used?
7. Under the Proposal, do all "arts programing" at 801 have to be conducted through PCA?
8. How is "arts programing" defined?
9. Why should PCA's 801 rental rates be different from those of PRD?
10. Why should PCA have ownership of 36 weekends, while the City only has 16?
11. How would the Proposal's day/week-part ownership affect City/PRD use and income?
12. Is it in the City's best interests to have the usage term be shorter than six years, and termination provisions be shorter than what is proposed, in order to provide the City with flexibility in addressing unexpected situations?

Ultimately, as the Council felt last year, this is a question of how 801's usage is best controlled and managed in a partnership with PCA in order to provide "the highest and best use of this City facility."

I would urge the Council not to make a final decision on the future of 801 until greater community input has been obtained and the issues are better understood by Piedmonters.

Sincerely,



Richard F. Carter

RICHARD W. RAUSHENBUSH



March 4, 2022

Via Electronic Mail

Sara Lillevand, City Administrator
John O. Tulloch, Asst. City Administrator
120 Vista Avenue
Piedmont CA 94611

Re: March 7, 2022 City Council Meeting, Agenda Item 4, Consideration of Approval of a Facility Use Agreement between the City and the Piedmont Center for the Arts, etc.

Dear Sara and Councilmembers:

I am writing with respect to the City's proposed 6-year Facilities Use Agreement with the Piedmont Center for the Arts (PCA) regarding the City-owned building at 801 Magnolia Ave. I appreciate the changes in this Facilities Use Agreement from the previously proposed PCA lease renewal, particularly allowing the City to make greater use of the building for Recreation Department programs and to rent it out for non-arts activities. Nonetheless, I have the following question and comments.

- (1) Public comment on the proposed PCA lease renewal included various ideas for uses of 801 Magnolia. The Staff Report does not include any explanation of what process the City used, if any, to solicit comment on proposed community uses of this building and who might organize such uses. How does the City know that it has achieved the right balance between City control and PCA control of 801 Magnolia? If the City has not assessed community interest in non-PCA uses of 801 Magnolia, should the City retain the right to alter the allocation of hours of control between the City and PCA?
- (2) The City must protect its right to use this City-owned building as needed to advance community interests if circumstances change. 801 Magnolia is owned by the City on behalf of all Piedmont residents. The burden is not on the City to justify maintaining the ability to use 801 Magnolia as required in the future.

- a. A six-year Facilities Use Agreement binds the City for too long. PCA is not making investments in the building and thus there is no time period during which it needs to recoup those investments. Further, there is no evidence that arts groups plan events that far in advance, nor should PCA be encouraged to do so given that the community's needs may change. I recommend that the term be changed to two years, with the option of two more two-year renewals if the PCA gives notice of its desire to renew at any point between six months and three months before expiration, and the City does not reject renewal at least two months before expiration. This provides PCA the opportunity for advance planning without unduly limiting the City's option to act in the community interest.
 - a. The City must have the right to terminate PCA's Facilities Use Agreement if it is in the interest of the community. Under Section 8(2), the City has a right of Early Termination "[i]n the event that the CITY determines that it requires use of the Premises to relocate City staff or conduct City operations arising from renovations to other CITY facilities that displace CITY staff or as may be necessary to comply with statutory requirements." As I have previously noted, given the absence of any approved plan to address shortcomings in police and fire infrastructure, it is possible that new construction could occur at 801 Magnolia. Nor has the City finalized its Housing Element. Circumstances change. It is not prudent to limit the City's right to use 801 Magnolia as community interests may dictate in the future. I recommend that Early Termination be available, on six months' notice, for any reason.
- (3) PCA's role under the Facilities Use Agreement appears to be as a promoter and organizer of arts-related events at 801 Magnolia, similar to how the Piedmont Soccer Club promotes and organizes soccer teams' use of playfields. The significant difference is that the City proposes to give PCA control over the Main Hall of 801 Magnolia for "all Weekday afternoons each week, two (2) Weekday evenings each week, and thirty-six (36) Weekends each year," for six years. This raises the following questions:
- a. What discretion does PCA have to reject groups' use of 801 Magnolia? Section 3(a) provides: "The PCA shall use the Premises for the operation of a venue for exhibits, performances, theatre productions, concerts, lectures, and other arts-related events and activities for the benefit of the local community." During 2021 public comment on the proposed PCA lease, concerns were raised about PCA turning away certain proposed events, and PCA expressed an intent to address such concerns. I am delighted to read that PCA proposes to schedule the East Bay Children's Choir, the PUSD Spring Plays, the Piedmont Chamber Orchestra rehearsals and performances, and the Piedmont Chamber Music Festival at

801 Magnolia. But there is nothing in the Facilities Use Agreement that limits PCA's discretion to disapprove proposed events during the time it controls.

- b. I have no objection if arts organizations prefer to go through PCA to obtain access to 801 Magnolia rather than contact the Piedmont Recreation Department directly, but giving PCA control over the Main Hall for so much of the year essentially requires them to go through PCA. Under the proposed Fee Schedule, a community arts group could rent the Main Hall for \$30 per hour any time it is not controlled by PCA. The Facilities Use Agreement, however, grants PCA control of the Premises on all Weekday afternoons each week (1040 hours), two (2) Weekday evenings each week (832 hours), and thirty-six (36) Weekends (1296 hours) each year for \$12,000, or \$3.80 per hour. Yet the Facilities Use Agreement imposes no limit on what PCA can charge arts organizations to use 801 Magnolia. As the City's purpose is to promote the arts, arts organizations should not have to pay more to use 801 Magnolia with PCA than without PCA.
 - c. I recommend that the Facilities Use Agreement require PCA to make 801 Magnolia available to any Piedmont-based arts organization for no more than \$30 per hour. I would hope PCA would charge substantially less as it has been relieved of maintenance costs. Even if PCA's only source of income is rental fees, it only needs to cover \$12,000 per year rent and miscellaneous expenses to breakeven. Obviously, PCA will not rent out 801 Magnolia every hour for which the Facilities Use Agreement gives it control, but there is still considerable margin between \$3.80/hour and \$30.00/hour for PCA to make 801 Magnolia available at a discount.
- (4) If the City has a right of Early Termination for any reason, the parties will be able to negotiate sharing the Premises. The City's Recreation Department is the best judge of whether it needs 801 Magnolia beyond 1 p.m. on weekdays, but I note that Piedmont students' music and art activities on weekdays occur after school ends. Splitting Weekends more evenly would provide greater options for non-arts use. In Section 4(d) provides that the City "agrees that all uses of the Building during times that have been allocated to the PCA will not in any way interfere with the activities of the PCA during such times." The City has offices in 801 Magnolia, and City spaces there are accessed through the Main Hall and Shared Space, as shown on Exhibit A. The City should be clear that normal City operations at 801 Magnolia do not violate this provision.
- (5) The Facilities Use Agreement requires PCA to maintain certain types and levels of insurance. I note that the PCA lease required PCA to have a "master Venue Policy," which PCA never provided to the City and presumably never obtained. That requirement has been removed from the Facilities Use Agreement, and

perhaps is unavailable. I leave that to the City Risk Manager. However, Section 7 should include an express requirement that PCA provide copies of its insurance policies to the City each year—and the City should make sure PCA has such insurance. PCA’s indemnification of the City against liability is only as strong as its insurance.

Thank you for your efforts to balance use of the City’s limited community space among competing interests. The most important thing is for the City Council to protect its ability to change course if and when circumstances change.

Sincerely,

/s/

Richard W. Raushenbush

RECEIVED

MAR 07 2022

**CITY CLERK
CITY OF PIEDMONT**

Mason Willrich



March 6, 2022

To: Piedmont City Council

For: Meeting Monday, March 7

Agenda Item: Application for Lease by Piedmont Center for the Arts (PCA)

Wendy Willrich is a founding member and strong supporter of the PCA. I am Wendy's husband and also a strong supporter of the PCA.

I have attended many musical events and art exhibitions over the years since PCA's inception. The quality of these events and exhibitions has been very high. The audience has been numerous, including Piedmont residents, as well as nearby neighborhoods in Oakland.

I strongly recommend that the City Council approve PCA's application for a lease to enable the PCA to continue making substantial cultural contributions to its surrounding community.

Mason Willrich

A handwritten signature in cursive script that reads "Mason Willrich".

Item #4 – Consideration of Actions Related to 801 Magnolia Avenue
Correspondence received before Monday, March 7th at 4:00 p.m.

Having been raised in Piedmont, and now raising our children in Piedmont, I was saddened to hear the the Piedmont Post office might be moved out of it's current location. Our son is a paperboy and having the office so conveniently located adds to the community feeling of our local paper.

Please consider allowing it to stay in this location. There are few things that we have to hold onto in this crazy time. The Piedmont Post embodies the good of Piedmont and why we are all here in this community.

Thank you for your time and consideration,

Ellie Griffinger-Guidi

Members of the City Council of Piedmont,

Below are my thoughts on the future of the PCA. I have very happy memories of the live theatre I was involved with just 'a few years back.' This was written in response to a post on the Solely Piedmont Facebook page this morning.

I think it is important to keep it first and foremost an Arts Facility. The afternoons often have Park & Rec classes, so I do think they incorporate the City with the space. A local choir has rented the space in the past as well as the Piedmont Post.

The whole idea behind this Arts center was to keep it affordable for the various Arts groups in order to make it accessible for the various groups.

This is especially important if the PCA ever brings back doing community theatre.

To me it's important that it not be a money maker, but to keep it a City Community outreach for all the arts.

I no longer live in town, but ask our mayor how much fun it was to perform there as part of a Piedmont Players fundraiser back in 2015.

Very respectfully,
Deidre Brodeur Coen

Dear Piedmont City Council:

I am writing in support of the Piedmont Center for the Arts to continue allowing the *Piedmont Post* to continue operating and renting out of their current location. All of our kids have been paper girls and boys and my son (and I) think it's so convenient for him to be able to pick-up his papers across the street from PMS every Wednesday. We also love reading the paper every week and catching-up on Piedmont news.

Please do not force the *Piedmont Post* to move.

Sincerely,

Judy Robin Lucy Maisy and Will Richardson

Dear Piedmont City Council:

I am writing regarding the proposed Use Agreement with the Piedmont Center for the Arts (PCA) for the City-owned facility at 801 Magnolia. I appreciate all of the City's efforts so far in working with the community in ways to ensure Piedmont is a welcoming and diverse community.

I am therefore quite concerned that at a time when the City is undertaking important work on the state-mandated Housing Element and considering updates to its police and fire buildings, that a lease that would lock in uses at this location for seven years is premature. The processes for both the Housing Element and the civic center will require a thoughtful and open process with many community voices. It would be a mistake for the City to tie its own hands at this time. I would strongly recommend that any agreement be short-term in nature with the ability to terminate for any city use or reason with reasonable notice (90-120 days). I do not think PCA is making any long-term tenant improvements to the property, so a long-term lease should not be required.

As Piedmont delves into the Housing Element and potential sites are evaluated, we cannot afford for any potential public resource to be taken off the table at this time.

Thank you for your consideration and your service,

Sincerely,
Carol Galante

Dear Council Members,

With appreciation for the PCA and all it has done to promote arts in Piedmont, its efforts to center on diversity, and the City's efforts to address egregious terms in the past draft, the revised Lease Agreement contains several terms that do not uphold the City's fiduciary duty to use this space in the best interest of the community. I ask you to consider the following terms instead:

- \$30 an hour, fair pricing for the PCA, Arts Users and Piedmont community groups
- Three months vs. 30 days notice for release of dates so that other community groups can leverage this time better. (No event can be planned and promoted in a 30 day period, realistically.)
- PCA having less time leased on weekday afternoons and evenings, also prime time for broader community events
- 2 of 4 (not 3 of 4), weekends per month available in advance to PCA
- A one year (not 6 year) term agreement to evaluate and make adjustments. At this time, all city land should not be locked up in any contracts as it evaluates how it will meet housing needs for the next housing element. I am particularly concerned about this as there was a clause

in the previous draft, which was removed, so that the City no longer has no right to terminate for convenience (ie, if the city changes its mind, it doesn't have the right to terminate).

I urge you to reexamine the terms and not vote on it at this evening council meeting, so that the Center can be used to serve the great interest of the community.

With the same promotional activities, management and oversight, the Center can be as widely used and leveraged in a more transparent and fair fashion, just as the other venues throughout Piedmont currently are.

Thank you for your continuing consideration on this matter.

My best,

Jill Lindenbaum

Hello,

I am unable to call in to tonight's meeting due to various commitments, but I would like to communicate that we support the Piedmont Post and request that you renew their lease.

We love the small town feel of Piedmont, and the fact that we still have a local newspaper, with an office that is conveniently located at the center of town. Our son delivers the newspaper every week, and the Post's location makes it very easy to pick up the newspapers.

Thank you,

Liana Wu

To City of Piedmont City Council

I have read the proposed user agreement for 801 Magnolia and I am in full support of the role it provides the PCA. I know there are competing views on the future of how the facility should be used. I believe this proposed schedule of usage is a solid compromise that all parties and the City can benefit from.

Thank you for allowing the Piedmont Center for the Arts to remain a valuable jewel in our community.

Thank you for prioritizing the arts so they are an integral part of our community.

Sincerely,

Sandy Ashford

To Piedmont's City Council

We read the proposed user agreement for 801 Magnolia and we are delighted by the thoughtful work that has been put into this document. We see this proposed schedule of usage is a wonderful compromise that all parties can benefit from. We also thank you for the proposed fee schedule that we believe many groups and individuals will feel good about and will utilize.

Thank you so very much for preserving the Piedmont Center for the Arts in our community. What a terrific addition to our City and we are sure the organization will continue to bring much value and enrichment to us all. Thank you for valuing the arts and our community as well.

Sincerely,
Debbie and Larry Kelley

March 8, 2022

Regarding: Proposed Use Agreement with the Piedmont Center for the Arts for the City-owned facility at 801 Magnolia

Dear Members of the City Council:

We are writing to oppose approval of the proposed Use Agreement with the Piedmont Center for the Arts (PCA) for the City-owned facility at 801 Magnolia. While we are concerned about what appears to be a disproportionate benefit provided by the agreement to a single group — the PCA — others are better prepared to address that aspect of the proposal in detail.

Our greater concern stems from the proposed six year term of the lease, and the conflict a six year term would create with the identification of sites for housing as part of the City's Housing Element update and implementation. All of the City-owned parcels in the Civic Center should be considered community assets that have potential as multi-use sites that can help satisfy multiple community and regional needs. As land becomes increasingly scarce and demands increasingly great, we should together consider how to maximize benefits from publicly owned properties. This is an approach that can include performing and visual arts, public safety, youth and adult programming, and housing. The lease agreement as drafted appears to disregard the need to include the 801 Magnolia site in the current community process of Housing Element revision.

We strongly urge the Council to, at minimum, revise the use agreement to a one-year renewable agreement, with a six-month termination clause that enables the City to terminate for any reason.

Thank you for your consideration.

Ellen Greenberg and Duncan Watry

