

City of Piedmont
COUNCIL AGENDA REPORT

DATE: November 16, 2020

TO: Mayor and Council

FROM: Sara Lillevand, City Administrator

SUBJECT: Introduction and 1st Reading of Ord. 758 N.S. – Approving an Amended and Restated Agreement with the Piedmont Center for the Arts at 801 Magnolia Avenue

RECOMMENDATION

Conduct a first reading of Ord. 758 N.S., which approves an Amended and Restated Lease Agreement with the Piedmont Center for the Arts at 801 Magnolia Avenue.

EXECUTIVE SUMMARY

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. Since that time the PCA, as an all-volunteer not-for-profit organization, has maintained the leased premises well and has operated the Center in a manner that provides substantial benefit to the community, serving as a prime venue for hosting such activities as author readings, plays, concerts, and art exhibits. Since early 2019, PCA has expressed interest in renewing its lease with the City in order to engage in long term planning for both arts programming as well as facility improvements. Given PCA's investment in rehabilitating the City building at 801 Magnolia Avenue and its commitment to developing a viable gathering space, as well as its willingness to embrace changes to improve and expand benefits to the community, Staff believes it is appropriate for Council to consider PCA's request to continue to operate an arts venue in this City facility.

BACKGROUND

Facility Upgrades and Maintenance:

Since 2011, PCA has transformed the building at 801 Magnolia from a severely underutilized building to a viable and thriving arts venue. At its expense, PCA improvements to the building since 2011 include but are not limited to:

- Roof, gutter and downspout replacement
- Furnace replacement
- Seismic upgrades
- Drainage upgrades
- Electrical box replacement
- Installation of 17 new windows
- Sheetrock for 1 hour fire rating
- New ceiling
- Interior and exterior painting

- Frequent re-painting of interior gallery space
- Removal of carpet
- Installation of new carpeting
- Renovation of original hardwood floors
- Installation of fire alarms
- Installation of security alarms
- Electrical upgrades
- Installation of exit and safety signage
- Installation of exterior railing on main entry staircase
- Installation of self-closing doors for all exits
- Construction of ADA Lift
- Construction of two restrooms and water fountain in shared space
- Bathroom remodel in exclusive space
- Installation of curtains
- Installation of new interior and exterior lighting
- Installation of improved internet capability
- Installation of new front porch flooring

Recent projects (Summer 2020)

- Refinishing of hardwood floors in main hall, stage, board room, back corridor, stage and stage stairs
- Replacement of main entry threshold

Immediate building improvements on the horizon which will incur significant cost for PCA include replacement/widening of the basement door and interior paint.

Community Arts Programming:

Over the term of the existing lease agreement, PCA has grown from a fledgling idea to an organization dedicated to providing an affordable rental venue where artists from the musical, performing, visual, and literary arts have a physical space to perform and display their works of art, and where members of the Piedmont community can gather to experience these creations. PCA has provided valued arts programming not otherwise offered by the City. While the Piedmont Recreation Department provides the youth of Piedmont with broad and expansive programs, PCA has filled a community gap in arts-related programming as well as a long acknowledged shortfall of programs aimed at adults and seniors.

During 2019, PCA hosted 282 arts-related activities, some highlights of which are included below with more detail provided in Attachment B.

The Center hosted local talent, including several Piedmont High School programs, the Piedmont East Bay Children’s Choir, the Piedmont Chamber Orchestra, the Piedmont Arts Fund, and art shows of six Piedmont artists. The Center also hosted Regional, National, and International Musicians including Jazz in the Neighborhood, the Gold Coast Chamber Players, the Piedmont Chamber Music Festival, Berkeley Symphony and Friends, the San Francisco Mandolin Orchestra, Christina Pegoraro, and Jaume Torrent, among others.

Tax Exempt Charitable Organization

PCA is a tax-exempt 501(c)(3) organization in good standing whose primary exempt purpose is to “provide an affordable rental venue for artists to showcase their talents.” PCA’s 2016-2019 tax forms indicate compliance with the requirements of retaining tax-exempt status, dating back

to 2012. In Staff's opinion, with Piedmont Community Hall and the Piedmont Veterans' Memorial Building as a frame of reference, PCA's usage fee schedule indicates it is an affordable rental venue.

LEASE TERMS

Staff approached the draft lease agreement with the aim to make a good partnership better and to present an agreement for Council consideration which is more beneficial to the City and creates expanded benefits to the community. Based on Staff experience and community feedback, the areas of focus for improvement fell into three main categories: broad, fair and equitable community access; diversification of programming; and maximum utilization of space. Generally, the proposed terms of the lease are a consolidation of the existing agreements with a few notable changes described below.

Early Termination Clause

While the term of the proposed lease renewal is the same as existing (10 years, per Section 9.1), Section 9.2 of the Amended and Restated Agreement provides an explicit early termination clause in the event the City desires to undertake significant renovation or replacement of the Fire, Police or Recreation Department buildings requiring closure and/or relocation of City staff.

Increased Community Access to 801 Magnolia Avenue

The PCA and Piedmont Recreation Department (PRD) have always worked collaboratively to share space when needed. This Amended and Restated Agreement includes provisions formalizing this arrangement for last minute sharing of space. Additionally, the proposed agreement provides for City programs and events as well as private non arts-related rentals which do not adversely impact scheduled PCA events or programs to take place in the main hall. Any community member or group is able to access the space directly through PCA for an arts-related event at reasonable rental rates. Non arts-related private events in the PCA may be reserved through the City within 40 days of the event provided space is available. City staff will be responsible for administration of these events and will collect a fee for use of the facility. Should this agreement be approved, a proposed fee schedule for 801 Magnolia would be developed and brought back to the Council. In addition to private event rentals for non arts-related use, City sponsored programs or events that do not conflict with previously scheduled PCA events are also explicitly provided for in the proposed agreement. PCA's existing sub-lease of office space and weekly rental to a local business group would be allowed to continue in the proposed agreement. All new non arts-related requests would be routed to the City for management.

PROGRAM DIVERSIFICATION AND TRANSPARENCY

While not contained in the proposed lease agreement, PCA has made a commitment to transparency as well as to further diversification of arts programming and to seeking input from various community organizations. Current PCA leadership has initiated communication and collaboration with the Piedmont Anti-Racism and Diversity Committee (PADC), the Piedmont Racial Equity Campaign (PREC), and the Piedmont Asian American Club (PAAC).

In order to address any oversight or transparency concerns, as well as to hold both the City and PCA accountable to each other and the terms of the agreement, PCA will extend invitations to include a PRD staff person as well as the Mayor or designee to participate as non-voting liaisons

to its Board of Directors.

FISCAL CONSIDERATIONS

Other than maintenance of the exterior of the building and the landscape, and charges for water and refuse collection, the City does not incur direct expense relative to this proposed Amended and Restated Agreement. It should be noted that in the event the City's use of the space requires PCA to expend funds to restore the space for its own programming, the Agreement would authorize PCA to obtain a reimbursement for any reasonable and necessary costs incurred to restore the space. In exchange for use of part of the building, PCA will continue to maintain and improve this aging facility while providing valuable low-cost arts programming to the community. Concerns have been raised relative to a perceived subsidy of the PCA by the City. Staff believes that subsidy is not entirely accurate as the City's intent in leasing to PCA is to enhance the community's access to arts-related events and activities. Aside from the water and refuse collections fees, no General Fund monies are expended. However, a discussion of opportunity cost is certainly an appropriate consideration for the Council.

If the desire of the Council is to maximize revenue from the facility, the office space could be rented at an estimated market rate of \$50 square foot for annual rental income of \$28,000. For reference, the Piedmont Education Foundation currently rents City office space of nearly identical size in the Veterans' Memorial Building for roughly \$36/square foot resulting in \$19,020 in 2020 rental income. Without major renovation to add a kitchen, the main hall at 801 Magnolia Avenue would be most suited to recreation programming, community group meetings and small events. Recreation programs are generally set up to achieve cost neutrality. Community meetings and small events could generate some net positive revenue. The best comparable location is Veteran's Hall which generated approximately \$17,000 net positive event rental revenue in 2018-19. (\$76,000 rental activity; \$59,000 expenses).

Staff believes the proposed agreement appropriately allows for City programs as well as private events such that the space at 801 Magnolia will be utilized more fully than in the past, will result in some event rental income to the City and allows for the PCA to continue to grow and expand its benefit to the community.

CEQA ANALYSIS

The Amended and Restated Agreement is not a "project" subject to the California Environmental Quality Act, as the lease extension 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 lease extension were found to be a "project" that is subject to CEQA, staff finds the project is exempt under the common sense exemption due to the fact that the lease extension will not result in a change in, or intensification of, existing uses. The Amended and Restated Agreement continues the uses that were approved at the site in 2011. Thus, there is no possibility that the activity in question may have a significant effect on the environment. (Guidelines section 15061(b)(3).)

CONCLUSION

Over the past nine years, the PCA has resurrected an unused City building at its own expense and created a beautiful community arts space for the betterment of Piedmont. Staff recommends approving this Amended and Restated Lease which provides for broader community access to the space, diversification of programming, and increased overall utilization of 801 Magnolia Avenue.

ATTACHMENTS

- A: Ordinance 758 N.S. Approving an Amended and Restated Lease for 801 Magnolia Avenue
- B: 2019 Piedmont Center for the Arts Program Highlights

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (“**Restated Agreement**”) dated for reference purposes as of _____ 2020, (“**Effective Date**”) is entered into by and between the CITY OF PIEDMONT, a California municipal corporation (“**Landlord**”), and PIEDMONT CENTER FOR THE ARTS, INC., a California non-profit public benefit corporation (“**Tenant**”). Landlord and Tenant are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**”.

R E C I T A L S

- A. Landlord is the owner of certain property located at 801 Magnolia Avenue, Piedmont, California (“Property”).
- B. On May 2, 2011, Landlord and Tenant entered into a Lease Agreement (“Lease Agreement”) for purposes of providing exhibit and performance space for the arts on a portion of the Property.
- C. On August 1, 2011, Landlord and Tenant subsequently entered into a Use Agreement (“Use Agreement”) for purposes of authorizing tenants to construct and use public restrooms on the Property.
- D. On December 2, 2014, Landlord and Tenant executed an Amendment to the Use Agreement (“Amendment to the Use Agreement”).
- E. On August 2, 2016, Landlord and Tenant executed an Amendment to the Lease Agreement (“Amendment to the Lease Agreement”).
- F. City and Tenant now desire to incorporate all provisions of the Lease and Use Agreements into an amended and restated agreement which will replace and supersede all prior agreements between the Parties related to the Property.

A G R E E M E N T

In consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Definitions. The following terms shall have the following meanings in this Restated Agreement:

1.1 “Approved Uses” shall refer to the Tenant’s ability to use the Leased Premises for the operation of a venue for exhibits, performances, theatre productions, concerts, lectures, and other arts-related events or activities for the benefit of the local community. Approved Uses additionally shall include use of the Leased Premises for office and storage space. Subletting activities are also authorized as an Approved Use, provided that Landlord must provide written consent to any such sub-lease of the Leased Premises in accordance with Section 15.1 of this Restated Agreement.

1.2 “City” shall refer to the City of Piedmont.

1.3 “City Private Rental Activities” shall refer to the City’s rental of its properties or facilities in accordance with the Landlord’s usual and customary practices of renting its other properties or facilities.

1.4 “City-Sponsored Activity” shall refer to programming offered or sponsored by the City, and shall include, but is not limited to, programming offered by the City’s Recreation Department, or City public meetings or events.

1.5 “Commencement Date” means _____, 2020.

1.6 “Damage or Destruction” shall mean the total or partial destruction of the Leased Premises from any cause, rendering the premises totally or partially inaccessible or unusable.

1.7 “Exclusive Use” shall refer to those areas of the Leased Premises depicted as Exclusive Use on Exhibit A attached hereto and incorporated herein by reference, on which Tenant shall have the right to use for its own use, subject to Landlord’s right to enter and use the Leased Premises pursuant to Section 4.2.

1.8 “Facilities” shall refer to any facilities used by the Piedmont Police Department, Piedmont Fire Department, as well as the City of Piedmont Recreation Department Building located at 358 Hillside Avenue in Piedmont.

1.9 “Leased Premises” refers to the portions of the Property which are depicted as Exclusive Use and Non-Exclusive Use areas, on Exhibit A.

1.10 “Major Alterations” refer to improvements that alter the state and/or configuration of the existing floor plan, including walls, ceilings, floors and/or structural systems, utilities, mechanical, electrical, or plumbing systems, or installation of any mechanically attached fixtures or equipment to the Leased Premises.

1.11 “Minor Alterations” shall mean improvements or alterations made on the Leased Premises, including, but not limited to, changes to any floors, ceilings, or partitions of any of the structures or improvements on the Leased Premises.

1.12 “Non-Exclusive Use” shall refer to those areas of the Leased Premises depicted as Non-Exclusive Use on Exhibit A on which the Tenant shall have the right to shared use with Landlord.

1.13 “Property” refers to that certain property located at 801 Magnolia Avenue, Piedmont, California, a legal description of which is provided in Exhibit B, attached hereto and incorporated by reference.

1.14 “Right of Early Termination” shall refer to Landlord’s exclusive right to terminate this Restated Agreement in the manner described in Section 9.2, at the commencement of the third (3rd) year of this Restated Agreement, by providing Tenant with at least one (1) year’s notice of such cancellation.

2. Lease.

- 2.1. Leased Premises. Landlord hereby leases to Tenant the Leased Premises, portions of which are for the Exclusive Use of Tenant and other portions shall be for Non-Exclusive Use.
- 2.2. Rent. Tenant shall pay to Landlord as yearly rent, the sum of \$1.00 per year due on the Commencement Date, and each anniversary of the Commencement Date thereafter. All rent shall be paid to Landlord at the address to which notices to Landlord are given.
- 2.3. Condition. Tenant acknowledges that Leased Premises is leased on an "AS-IS" basis, "WITH ALL FAULTS." Tenant acknowledges and agrees that prior to the date of this Restated Agreement, Tenant has had an opportunity to fully inspect the Leased Premises and that Tenant is familiar with the condition of the Leased Premises. Tenant acknowledges and agrees that Landlord has made no representations or warranties regarding the condition of the Leased Premises or the underlying realty. Tenant further acknowledges that Landlord makes no representations or warranties concerning: (1) the physical condition of the Leased Premises; (2) the suitability of the Leased Premises for suitability for Tenant's use; or (3) the presence of any hazardous substances in or about the Leased Premises or the underlying realty.
3. Use of Leased Premises and Operating Standards.
- 3.1. Approved Uses. Tenant shall use the Leased Premises for Approved Uses only except as provided by this Section 3.1 and Section 15.1. Tenant shall not use nor permit the use of the Leased Premises for any other purpose without the Landlord's prior written consent.
- 3.2. Exclusive Use. Tenant shall have Exclusive Use of those areas depicted as Exclusive Use on Exhibit A, subject to Landlord's rights to enter and use the Exclusive Use areas set forth in Section 4.2.
- 3.3. Non-Exclusive Use. Tenant shall have Non-Exclusive Use of those areas depicted as Non-Exclusive Use on Exhibit A.
- 3.4. Business Hours. Tenant may use the Leased Premises at any time on any day, provided that Tenant shall have first obtained a permit for any event-related use after 11:00 p.m. on any day.
- 3.5. Rules and Regulations. Tenant agrees to abide by all rules and regulations attached hereto as Exhibit C as it may be amended from time to time at the Landlord's sole discretion.
- 3.6. Compliance with Laws. Tenant shall not use, do, or permit anything to be done in or about the Leased Premises, which will in any way conflict with any law, statute, ordinance or governmental rule, regulation, or requirement now in force or which may hereafter be enacted or promulgated. Tenant, at its sole cost and expense, shall promptly comply with all laws, ordinances, zoning restrictions, rules, regulations, orders and any licensing or other requirements of any duly constituted public authorities now or hereafter

affecting the use, safety, cleanliness or occupation of the Leased Premises or performance of Major Alterations or Minor Alterations, including Labor Code and Public Contracts Code requirements; City zoning standards; building, plumbing, mechanical and electrical codes; all other provisions of the Piedmont Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. section 12101, *et seq.*, Government Code section 4450, *et seq.*, Government Code section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code section 51, *et seq.* Without limiting the generality of the foregoing, Tenant agrees that it shall be solely responsible for obtaining any and all required permits or other land use entitlements that may be required for any activities or improvements built on the Leased Premises. Tenant acknowledges that Landlord has not made any commitment to Tenant regarding the issuance or approval of any such permits or entitlements.

4. Landlord's Right of Entry.

4.1. General. Landlord reserves the right to enter the Leased Premises upon twenty-four (24) hours' notice to Tenant (except that advance notice shall not be required in case of an emergency) for the following purposes: (i) to inspect the condition of Leased Premises; (ii) to ascertain the performance by Tenant of the terms and conditions hereof; (iii) to maintain, inspect, and/or repair the Leased Premises to the extent required or permitted under this Restated Agreement; (iv) to post notices of non-responsibility for Major Alterations, Minor Alterations, additions, or repairs undertaken by Tenant; (v) to post a leasing sign; and (vi) to perform any other right or duty of Landlord under this Restated Agreement.

4.2. Landlord's Use of Exclusive Use Areas. For areas of the Leased Premises that are designated as Exclusive Use, Tenant acknowledges and agrees that Landlord, Landlord's agents, and/or Landlord's licensees or invitees, shall be permitted to enter and use the Exclusive Use area of the Leased Premises for any City Private Rental Activities, City-Sponsored Activities, provided that Landlord complies with the following:

(a) Landlord will strive to ensure that Landlord's use of the Leased Premises will not interfere with Tenant's activities. Landlord agrees not to utilize Tenant's concert grand piano located on the Leased Premises unless Tenant expressly consents to Landlord's use, which consent shall be provided in writing, with Landlord to bear the cost of any required piano tuning.

(b) In the event Landlord desires to use Exclusive Use areas for purposes of City Private Rental Activities, and the areas have not been scheduled by Tenant for Approved Uses, Landlord shall provide between seven (7) and forty (40) days' advance written notice to Tenant. The notice shall briefly describe the proposed activity ("Proposed Activity"). In the event Tenant believes the Proposed Activity unreasonably interferes with Tenant's use of the Leased Premises, Landlord will negotiate in good faith with Tenant to mitigate Tenant's concerns short of rescheduling the Proposed Activity. Landlord agrees to manage City Private Rental Activities occurring at the Leased Premises in a manner similar to Landlord's usual and customary practice employed with Landlord's other facilities.

(c) In the event Landlord desires to use Exclusive Use areas for purposes of conducting City-Sponsored Activities, Landlord shall first make a good faith effort to determine the availability of other facilities owned or controlled by Landlord, and conclude it does not have other suitable premises to conduct the City-Sponsored Activity. Landlord shall provide between one (1) week and six (6) months' advance written notice to Tenant. In such notice, Landlord shall briefly describe the City-Sponsored Activity and its location in the Exclusive Use area. In the event Tenant believes the City-Sponsored Activity unreasonably interferes with Tenant's use of the Leased Premises, Landlord will negotiate in good faith with Tenant to mitigate Tenant's concerns. If Tenant determines that it would like to use the Exclusive Use area previously scheduled for a City-Sponsored Activity, Tenant must submit a written request to Landlord to relocate the City-Sponsored Activity thirty (30) days prior to the scheduled City Sponsored Activity. Upon receipt of any such written request, Landlord will make a good faith effort to relocate its previously scheduled City-Sponsored Activity. Landlord agrees to manage City-Sponsored Activities occurring at the Leased Premises in a manner similar to Landlord's usual and customary practices employed with Landlord's other facilities.

(d) In the event that any of Landlord's activities on the Leased Premises result in any damage to the Leased Premises or requires expenditures by Tenant to resume Approved Uses, the Landlord will pay for any reasonably required repairs. However, Landlord shall have the sole right to determine whether the expenses incurred by Tenant are reasonable and necessary to return the Leased Premises to a condition suitable to continue Tenant's Approved Uses, which discretion Landlord agrees to exercise reasonably. If, Landlord determines that the expenses are reasonable and necessary, Landlord shall reimburse any such reasonable expenses.

5. Taxes and Assessments.

5.1. Tenant's Personal Property. Tenant shall pay prior to delinquency, any and all taxes, assessments, license fees, and other public charges levied, assessed, or imposed or which become payable during the Term of this Restated Agreement upon any furnishings, inventory, equipment and all other personal property of Tenant installed or located on the Leased Premises.

5.2. Possessory Interest. Tenant acknowledges that this Restated Agreement may create a possessory interest subject to: property taxation, utility taxation, and/or assessments, as well as utility taxes levied on such interest. Tenant agrees to pay for any such taxes and/or assessments.

6. Utilities.

6.1. Obligations. Tenant agrees to pay any and all charges for electricity, gas, heat, and telephone associated with the Exclusive Use area of the Leased Premises. Landlord additionally agrees to pay any and all charges for water and refuse collection associated with the Exclusive Use area of the Leased Premises.

6.2. Landlord Not Liable. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being provided to the Leased Premises unless caused by Landlord's acts or omissions.

7. Maintenance and Repair.

7.1. Compliance with Applicable Codes. Tenant is responsible for compliance with any and all applicable City of Piedmont codes during the Term of this Restated Agreement.

7.2. Maintenance. Tenant shall keep and maintain in good order, condition, and repair (except for reasonable wear and tear) all interior portions of the Leased Premises, including without limitation, all fixtures, interior walls, floors, ceilings, plumbing, glass, heating, and/or lighting. Landlord shall not be required to make or bear the costs of any repair of the Leased Premises, unless caused in whole or in part by Landlord's actions, including its use of the Leased Premises as authorized in Section 4.2. Landlord shall be responsible for all exterior maintenance needs for the Property, including, but not limited to, maintenance related to the structural integrity of the premises, landscaping, and/or adjacent sidewalk maintenance.

7.3. Tenant's Timely Conduct of Repairs. Tenant shall make any and all required repairs upon demand by the Landlord. Failure to make such repairs within sixty (60) days of the Landlord's demand shall constitute a default by Tenant, unless the nature of the repairs require longer than sixty (60) days for completion, provided that Tenant promptly commences efforts to ensure repairs are completed as soon as reasonably practicable.

8. Major and Minor Alterations.

8.1. Major Alterations. Tenant is authorized to make Major Alterations, provided that Tenant first obtains Landlord's prior written consent. Any approved Major Alterations shall be made at Tenant's expense, unless reimbursement occurs in accordance with Section 9.2(b), and shall be in conformance with all applicable laws and in accordance with plans and specifications approved by Landlord.

8.2. Minor Alterations. Tenant agrees not to make any Minor Alterations costing an excess of \$7,000.00 without first providing thirty (30) days' written notice to Landlord. Tenant's notice shall be accompanied by detailed and complete plans and specifications for the proposed changes. If Landlord raises no objections within thirty (30) days' time after receipt of such notice, Tenant may proceed provided Tenant obtains all required permits or entitlements. Any Minor Alterations shall be made at Tenant's expense and shall be in conformance with all applicable laws and in accordance with plans and specifications approved by Landlord.

8.3. Tenant shall require all contractors to provide a labor and materials bond for the full amount of any contract for Major Alterations or Minor Alterations that exceed \$50,000. Tenant shall pay when due, all sums of money that may be due or become due for any labor, services, materials, supplies, or equipment furnished to or for Tenant, in, at,

upon, or about the Leased Premises and which may be secured by any mechanic's material men's or other lien against the premises or Landlord's interest therein.

8.4. Any and all Major Alterations that are now or in the future attached permanently to the Landlord's shall be the property of the Landlord and remain with the Leased Premises at the termination of this Restated Agreement, except Landlord can elect within thirty (30) days of the termination of this Restated Agreement to require Tenant, at its cost, to remove any equipment that Tenant has affixed to the Leased Premises.

9. Termination.

9.1. Term. Unless Landlord exercises its exclusive of Right of Early Termination as provided in Section 9.2 herein, this Restated Agreement shall terminate on the tenth (10th) anniversary of the Commencement Date ("**Term**").

9.2. In the event Landlord determines that it needs to demolish, close, or conduct significant renovations to any of its Facilities, Landlord shall have the sole and absolute Right of Early Termination. Landlord may exercise this Right of Early Termination any time after the commencement of the third (3rd) year of this Restated Agreement with one (1) year's advance written notice. In the event Landlord exercises its Right of Early Termination, Landlord shall comply with the following:

(a) Landlord shall use good faith efforts to arrange for Tenant to have access to other properties belonging to Landlord if available. In the event Tenant is relocated to another property pursuant to Landlord's exercise of this Right of Early Termination, Landlord will consider authorizing Tenant's return to the Leased Premises upon conclusion of any demolition, closure or renovations under terms substantially similar to this Restated Agreement. However, in no event shall Landlord have any obligation to secure any facilities or properties for Tenant's use. In the event Tenant is relocated to another facility or property belonging to Landlord, Tenant shall enter into a new lease agreement with Landlord; and

(b) Landlord shall reimburse Tenant a proportional amount for those actual expenditures Tenant incurred in making Major Alterations as specified in Section 8.1. Reimbursements for Major Alterations shall be calculated as follows:

$$\text{(Years remaining on the Restated Agreement / 10) x Expenditures actually paid for Major Alterations.}$$

10. Indemnification.

10.1. Tenant Indemnity. Tenant covenants and agrees to indemnify, defend, protect and hold Landlord harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Landlord and arising from or in connection with the Tenant's use of the Leased Premises, including,

but not limited to, loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Leased Premises. The obligations of Tenant under this Section 10.1 shall survive the expiration or sooner termination of this Restated Agreement.

10.2. Landlord Indemnity. Landlord covenants and agrees to indemnify, defend, protect and hold Tenant harmless from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees and disbursements) arising from or out of any occurrence in or upon the Leased Premises, caused by Landlord's use of the Leased Premises. The obligations of Landlord under this Section 10.2 shall survive the expiration or sooner termination of this Restated Agreement.

10.3. Exemption of Landlord from Liability. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property including, but not limited to, Tenant's fixtures, equipment, furniture, Major Alterations, Minor Alterations, or injury to persons in or upon the Leased Premises, arising out of Tenant's use or possession of the Leased Premises, including any acts or omissions of any of Tenant's sub-lessees. Tenant hereby waives all claims in respect thereof against Landlord, except to the extent such claims are caused by Landlord's sole negligence or willful misconduct.

11. Insurance.

11.1. Requirements. Tenant at its cost shall maintain public liability and property damage insurance with a single combined liability limit of \$2,000,000.00 and property damage limits of not less than \$200,000 insuring against the liability of Tenant and its authorized representatives arising out of and in connection with the Tenant's use or occupancy of the Leased Premises. Tenant at its cost shall further maintain a master Venue Policy in which all renters and venue-users shall participate and be specifically named. All such insurance shall insure performance by Tenant of the preceding indemnity provisions. All insurance shall name the City of Piedmont, its officers, agents, volunteers, and employees as additional insureds and shall provide primary coverage with respect to the City.

(a) If the insurance referred to in Section 11.1 is written on a Claims Made Form, then following termination of this Restated Agreement, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Restated Agreement.

(b) Tenant at its sole cost shall maintain on all its personal property, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements. This coverage shall be considered primary, and the proceeds from any such policy shall be used by Tenant for the replacements of personal property or the restoration of tenants' improvements, Major Alterations, or Minor Alterations. All sub-

lessees shall be required, by the terms of their leases with Tenant, to also carry insurance covering their personal property and improvements.

(c) If Tenant employs any person, it shall carry worker's compensation and employer's liability insurance and shall provide a certificate of insurance to the Landlord. The workers' compensation insurance shall: provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said insurance except upon thirty (30) days prior written notice to the Landlord; and provide for a waiver of any right of subrogation against Landlord to the extent permitted by law.

(d) Tenant shall forward all insurance documents to the City of Piedmont's City Administrator.

12. Compliance with Law and Safety.

12.1. Compliance. Tenant and all sub-tenants shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, and municipal bodies having jurisdiction over any or all of the Tenant's and sub-tenant's activities. All of Tenant's activities must be in accordance with these laws, ordinances, codes and regulations.

12.2. Notification of Injury. If a death, serious personal injury, or substantial property damage occurs in, on, or about the Leased Premises, Tenant shall immediately notify the Landlord by telephone. If any accident occurs on the Leased Premises, Tenant shall promptly submit a written report to Landlord, in such form as Landlord may require. This report shall include the following information: (1) name and address of the injured or deceased person(s), (2) name and address of Tenant's liability insurance carrier, and (3) a detailed description of the accident.

12.3. If a release of hazardous materials or hazardous waste that cannot be controlled occurs on the Leased Premises, Tenant shall immediately notify the City of Piedmont Police Department and Fire Department. Tenant shall not store hazardous materials or hazardous waste on the premises.

13. Damage or Destruction.

13.1. Event of Damage or Destruction. If the Leased Premises suffers from Damage or Destruction, Landlord may elect to terminate this Restated Agreement by giving notice to Tenant within sixty (60) days of the date of the Damage or Destruction, unless Tenant demonstrates to Landlord's reasonable satisfaction within such 60-day period that Tenant has adequate means to repair the Leased Premises which would allow Tenant the ability to continue its activities on the Leased Premises, and Tenant promptly commences repair of the Leased Premises. If Landlord fails to give notice of its decision to terminate, Tenant may elect to terminate this Restated Agreement. Tenant waives the provisions of Civil Code sections 1932(2) and 1933(4) with respect to any Damage or Destruction of the premises. Tenant agrees that Landlord has no obligation to fix, repair, or restore the Leased Premises in the event of Damage or Destruction.

14. Tenant's Default.

14.1. Occurrence of Default. The occurrence of the following shall constitute a default by Tenant: (1) Failure to perform any provision of this Restated Agreement if the failure to perform is not cured within thirty (30) days after notice has been given to Tenant. If the default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of this Restated Agreement if Tenant commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

14.2. Notices given under Section 14.1 shall specify the alleged default and applicable provision of this Restated Agreement, and shall demand that Tenant perform the provisions of this Restated Agreement within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Restated Agreement unless Landlord so elects in the notice. The purpose of the notice requirements set forth in this section is to extend the notice requirements of the unlawful detainer statutes of California.

15. Assignment and Subletting.

15.1. Transfer. Tenant shall not assign, transfer, convey, encumber, or sublease (collectively, "Transfer") its interest, or any portion thereof, provided in this Restated Agreement, without the prior written consent of the Landlord, which consent shall be within the sole discretion of Landlord and shall not be withheld unreasonably. Tenant shall have the right to charge user fees for activities other than Approved Uses, but only upon the prior written consent of the City Administrator. To the extent that Tenant is currently charging user fees for activities other than Approved Uses, those current activities are deemed to have Landlord's written consent. For purposes of this Section 15.1, a Transfer shall be considered to include any assignment to an entity related to Tenant or a change in ownership or control of Tenant. Any Transfer without Landlord's consent shall be voidable, and at the Landlord's election, shall constitute default. Consent prior to a Transfer shall not be construed as consent to any future Transfer.

16. Waiver.

16.1. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the lease. No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the Leased Premises, shall constitute an acceptance of the surrender of the Leased Premises by Tenant before the expiration of the term. Only a notice from Landlord to Tenant shall constitute acceptance of the surrender of the Leased Premises and accomplish a termination of the lease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

17. Excusable Delays.

17.1. If the performance of any act required of Landlord or Tenant is prevented or delayed by reason of strikes, lockouts, labor disputes, act of God, fire, floods, epidemics, freight embargoes or other cause beyond the control Party required to perform an act, the performance of the act shall be excused for the period of the delay and the period for the performance of such act shall be extended for thirty (30) days.

18. Hold Over.

18.1. If Tenant remains in possession of the Leased Premises with Landlord's consent after the expiration of the term of this Restated Agreement, such possession by Tenant shall be construed to be a tenancy from month-to-month, terminable on thirty (30) days' notice given at any time by either Party. All provisions of this Restated Agreement, except those pertaining to the Term, shall apply to the month-to-month tenancy.

19. Surrender of Leased Premises and Removal of Personal Property.

19.1. At the termination of this Restated Agreement, Tenant shall: 1) give up and surrender the Leased Premises, in as good state and condition as reasonable use and wear and tear thereof will permit, damage by fire and the elements excepted; and 2) remove all property which is not a fixture of or permanent attachment to the Leased Premises and which is owned and was installed by Tenant during the Term.

20. Time of Essence.

20.1. Time shall be of the essence of each provision of this Restated Agreement.

21. Covenants and Conditions.

21.1. Each term and each provision of this Restated Agreement performable by Tenant shall be construed to be both a covenant and condition.

22. Governing Law.

22.1. The laws of the State of California shall govern this Restated Agreement.

23. Entire Agreement.

23.1. This Restated Agreement and all exhibits attached and any documents incorporated in this Restated Agreement contain the entire agreement between the Parties regarding the lease of the premises described herein and shall supersede any and all prior agreements, oral or written, between the Parties regarding the lease of these premises. This Restated Agreement cannot be altered or otherwise modified except by a written amendment executed by both Parties.

24. Exhibits.

24.1. Incorporation. The Exhibits attached hereto are incorporated into and made a part of this Restated Agreement.

25. Written Notices.

25.1. Information. Any notice required to be given under this Restated Agreement must be given by personal service, email, fax or by deposit of the notice in the custody of the United States Postal Service or its successor, first class postage prepaid, addressed to the party to be served as follows:

City

Attention: Sara Lillevand, City Administrator

120 Vista Avenue

Piedmont, CA 94611

slillevand@piedmont.ca.gov

Fax: 510-653-8272

Piedmont Center for the Arts

Attention: President

801 Magnolia Avenue

Piedmont, CA 94611

info@piedmontcenterforarts.org

The parties may designate alternate persons to receive notice on their behalf as necessary. Notices will be deemed given as of the date of personal service, email or fax or three days after deposit of the notice in the custody of the Postal Service.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Restated Agreement as of the date and year first written above.

LANDLORD:

TENANT:

CITY OF PIEDMONT, a California
municipal corporation

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

By:

By:

Sara Lillevand, City Administrator

Name:

Title:

APPROVED AS TO FORM:

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 DATE SCALE AS NOTED
OCT 2020

801 MAGNOLIA AVE

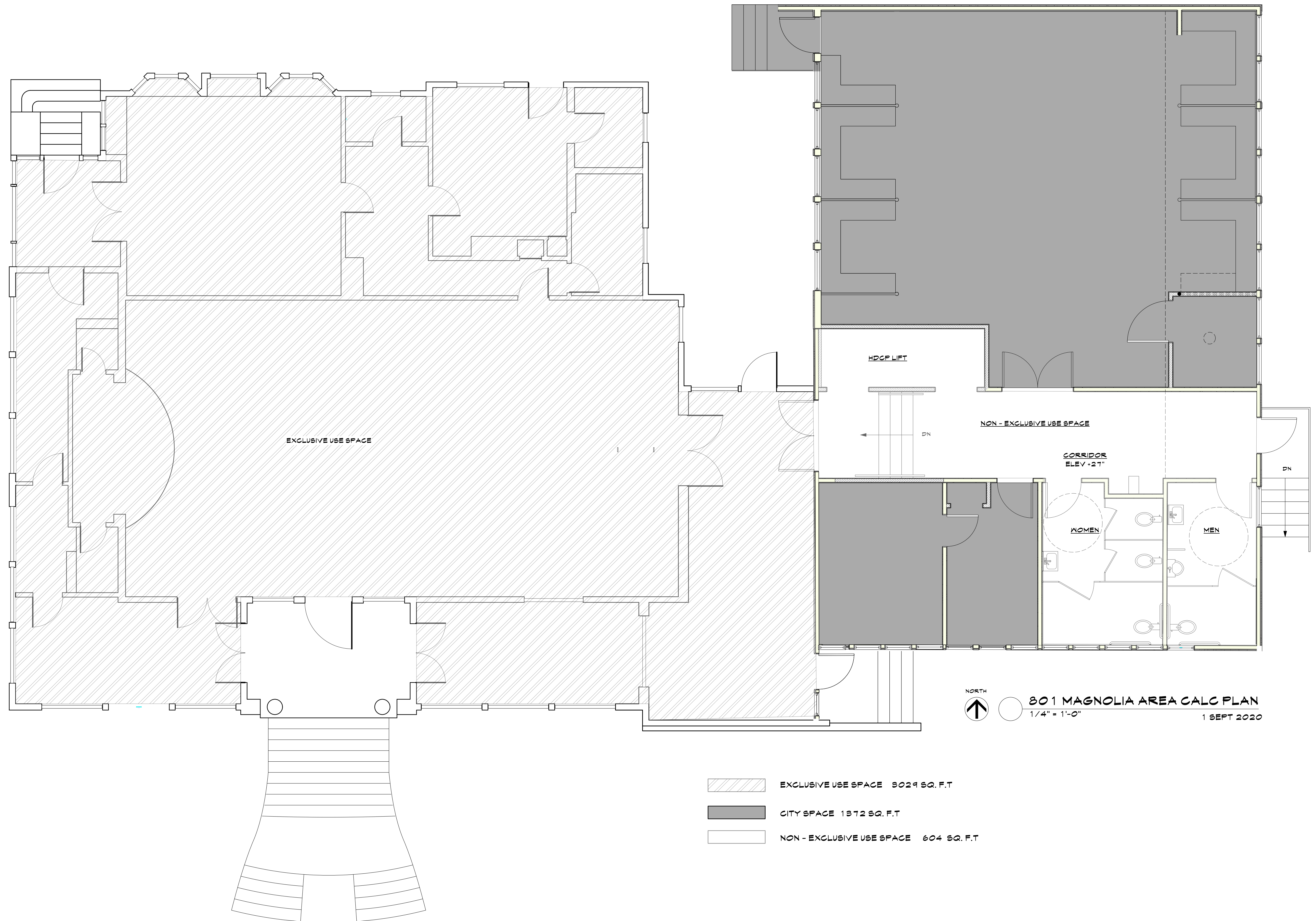


EXHIBIT B

PREMISES DESCRIPTION

A portion of the building and land known as 801 Magnolia Avenue; such portions as shown on the attached Exhibit A. The whole is described as follows:

Beginning at the point of intersection of the northwestern line of Magnolia formerly Piedmont Avenue with the northeastern line of Bonita Avenue as said avenues are shown on said map thence northwesterly along said line of Bonita Avenue 138 feet, 3 inches; thence at right angles northeasterly 130 feet, thence at right angles southeasterly 81.50 feet more or less, to the northwestern line of Magnolia Avenue; thence southwesterly along the last named line 136.77 feet, more or less, to the point of beginning.

EXHIBIT C

RULES AND REGULATIONS FOR THE PIEDMONT CENTER FOR THE ARTS

1. Tenant shall comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the failure of an other tenant or occupant of the building to comply with any of these Rules and Regulations.
2. No sign, placard, picture, name, advertisement, or notice visible from the exterior of the premises will be painted, affixed, or otherwise displayed by tenant on any part of the premises without prior written consent of landlord. Landlord will adopt and furnish to tenant general guidelines relating to signs outside of the Center.
3. Tenant shall assume all responsibility for protecting the premises from theft, robbery, pilferage, vandalism, damage or waste, keeping doors locked and other means of entry to the premises closed and turning off all water faucets, water apparatus, and utilities.
4. Landlord may waive any one or more of these rules and regulations for the benefit of any particular tenant or rental user, and any such waiver by Landlord shall be in writing.
5. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations or to make any additional reasonable Rules and Regulations that in Landlord's judgment, may be necessary for:
 - A. The management, safety, care, and cleanliness of the Premises, Building, and Real Property.
 - B. The preservation of good order; and
 - C. The convenience of other occupants and tenants in the Premises, Building and Real Property

Sample of 2019 PCA Programming

Local Talent:

- PUSD Advanced Acting plays *Puffs*, *A Few Good Men*, and *Roe*
- Piedmont East Bay Children's Choir regular rehearsals and recording sessions
- PHS Art Jam
- Piedmont Chamber Orchestra (rehearsals and performance)
- Piedmont Art Fund (formerly PAINTS/CHIME) two week Art Show fundraiser
- 20 Student recitals
- PHS Troubadours as opening act for Yale Society of Orpheus and Bacchus (S.O.B.'s)
- 6 Piedmont artist art shows (Mike Walsh, Keith Ferris, Lorna Strotz, Mike Manente, Susie Skugstad and Michael Stehr)

Regional/National/International Musicians

- **Jazz in the Neighborhood** (3 concerts in 2019), with a mission of working to improve the economics of jazz performance in the Bay Area by presenting affordable concerts, paying musicians a guaranteed wage, and supporting the work of established and aspiring jazz artists. <https://jazzintheneighborhood.org/about/mission/>
- **Gold Coast Chamber Players** (4 concert series), with a mission to foster greater connection and transformation through top-quality, thematic concert experiences with internationally renowned musicians. <https://www.gccpmusic.com/about-gccp>
- **Piedmont Chamber Music Festival (PCMF)** (<http://www.piedmontcmf.org/>): a 10 day festival where well-established musicians are invited from all over the country for an intensive series of workshops and concerts. PCMF's mission is to engage audiences for chamber music, to promote music education and community-building in the East Bay, and to present an annual music festival featuring world-class artists, programming, and performances. The founder of the Festival is Wayne Lee PHS 2001 and graduate BA and MA of Juilliard and former Juilliard faculty member.
- **Berkeley Symphony and Friends Series** is a PCA collaboration with their conductor and Artistic Director Rene Mandel featuring Berkeley Symphony members as well as visiting musicians from all over including on several occasions Stuart Canin.
- **Christiana Pegoraro** is an Italian and a pianist who has soloed in every major concert hall in the world came to play at PCA because of her musical collaborations with Debbie Dare and Joe Gold at the Narnia Summer Music Festival in Narni Italy.
- **Jaume Torrent** of Barcelona, Spain is the most prolific composer for classical guitar in the world. He often performs with Joe Gold and Debbie Dare nationally and internationally as the Paganini Trio.
- **SF Mandolin Orchestra** is a plucked string orchestra of 15-25 Mandolins or related instruments.

**Item #6 –1st Reading of Ord. 758 N.S. Renewal of Piedmont Center for the Arts Lease
Correspondence Received Before 5:00 p.m. on Friday, November 13th**

Dear Members of the Piedmont City Council,

In August of 2011, I had the pleasure of playing in a trio of French horns for the dedication of the Piedmont Center for the Arts. Three Piedmont residents—Jonathan Ring (second horn in the San Francisco Symphony), Stuart Gronningen (principal horn in the Oakland Symphony and in the Berkeley Symphony), and I (horn player in the Berkeley Symphony)—sounded horn fanfares from the front entry of the Center. Piedmont was then poised to enjoy the cultural and educational benefits of an arts performance and exhibition space in the center of town, something rather unique to communities of our size.

My expectations were fulfilled. I watched and listened to the PCA's offerings over the following years and was not disappointed. As President of the Berkeley Symphony, I was proud to see a chamber music series, Berkeley Symphony and Friends, take root at the Center. As a horn player, I was delighted to participate in the organization and performances of the Piedmont Chamber Orchestra, which is based at the Center and offers the opportunity to perform to Piedmont residents of many ages.

I am now troubled to read the words of those would replace the Center with such things as a commercial health club, arguing that the PCA was merely an "interim solution." Since when have the arts been an "interim solution"? I cannot think of a better long term investment than an arts center in the middle of our town, perhaps an even better long term investment than a new swimming pool complex (of which I am also a supporter).

A look at the 2019 calendar of the PCA—its last complete year prior to the pandemic—shows that the Center has remained true to its mission to promote artistic endeavors within Piedmont. On that calendar I see a wide range of events involving performing and visual arts, some presented by visiting artists and some by members of the Piedmont community, involving persons of all ages. I see, among others, the Piedmont Choirs, Piedmont Chamber Orchestra, PHS Drama, student recitals, and recitals by established chamber music groups. I see frequent art exhibits.

I have been in discussion with the Piedmont Recreation Department about the Piedmont Chamber Orchestra becoming an offering of the Recreation Department. The Orchestra did appear in the last Department guide prior to the pandemic. There may be other ways in which the Recreation Department could work more closely with the PCA. However, the Recreation Department likely does not have the expertise or time necessary to maintain the PCA's unique blend of professional arts offerings together with space and time for local artistic talent and artistic instruction.

In short, we have a unique institution in our midst that has enriched and will continue to enrich the cultural life of our community. The PCA is not an interim solution to anything, but rather it is an institution of enduring value of which we all should be proud. As a very recent addition to the Board of Directors of the Center, I am determined to further broaden its future offerings and

will look for good suggestions from any and all members of our community. However, I am not prepared to see the PCA replaced by a commercial health club.

Sincerely,

Tom Reicher

I am writing this note to ask you to extend the lease for the PCA. I have enjoyed many wonderful afternoons and evenings at the center. It is a privilege to be able to go to an art exhibit, to hear live music or to enjoy a play right here in my community and that is meaningful to me. I can even walk to the center and connect with neighbors young and older. I love the small and intimate setting where some of the performers have invited the audience to celebrate milestones with them. I remember a jazz singer whose husband brought in a birthday cake for her during intermission.

The art center is providing a wonderful venue for high quality art and I want it to go on and on!

Thanks,
Barbara Widmer

Please renew the lease for this treasured asset.

It is unique, and one of the Crown Jewels of the town. The board of directors of this non-profit offers diverse programming and community support. The Center serves the residents with programs supporting local artists, lectures and performances which support local actors and musicians, and programs for children - truly a wonderful asset for Piedmont.

Sincerely,

John Callahan

To the Piedmont City Council,

As an owner of a home in the city of Piedmont and as the treasurer of the Piedmont Center for the Arts I am writing to you in support of the lease extension to Piedmont Center for the Arts, Inc. Over the years the Piedmont Center for the Arts has become increasingly renowned as a goto space for local and world-wide musicians, orchestras, instrumental groups, artists, actors and lecturers. The programming and management of this is all managed by a volunteer board. This way the City of Piedmont can offer an excellent art and performance program that is unique for a city of it's size, yet does not have to hire personnel and staff to manage such a program.

In 2019, for example, the Piedmont Center of the Arts managed about 75 contracts for over 100 performances and exhibits. These include small orchestra and chamber music concerts (e.g. Piedmont Community Orchestra, Berkely and Oakland Symphony), choirs (e.g. from Duke and Yale), jazz groups, local and international instrumentalists, theatre (e.g. PHS drama class), numerous art exhibits, student recitals, rehearsals (e.g. Piedmont Children's choir), receptions, recording session, workshops and lectures.

I ask you to vote in favor of extending the lease so the Piedmont Center of the Arts can continue to bring all these events to Piedmont at no cost to the city.

Sincerely,

Andreas Neyer

To the City Council:

November 12, 2020

I want to strongly support the Center and all that it provides our community. I hope the city and the Center will enter negotiations to renew their lease when it expires in June 2021. There are three reasons why I think this is appropriate.

First, under prior leadership the Center offer excellent programming but did not have prudent financial and other controls. The city is fortunate that a new leadership team has “righted the boat” and is providing appropriate vision and controls. The new leadership deserves a chance to continue to provide the excellent programs. I am also told the new leadership is committed to transparency with the city. That is essential in an agreement like this. An example of this is the shared calendar which allows booking the Center for other uses when available.

Second, the new leadership team is operating the facility without any financial support from the city, just as was planned. Volunteers are doing a lot of the property management. Where professional help is needed, they are funding such expenses from their operations. Expenses like taxes, insurance, and the like are also being funded from cash flow.

Third, the Center provides a venue for musicians to practice and perform. The community enjoys the performances, and that practice time is essential for many groups including the Piedmont Chamber Orchestra. Our citizens perform as well as attend programs.

Think back to when the Center was created. It was a bold public/private partnership. Now, proven leadership is in place. Once Covid ends, we will all be able to get back to rich and diverse programming. Let’s give them a chance to deliver that.

Thank you.

David Brown

This letter is to express my strong support for the Piedmont Center for the Arts (PCA), and to recommend that it should be allowed to remain in its current location in the Center of Piedmont.

My name is Christian Charnaux, I have been a Piedmont resident for the past thirty years and the financial controller of the East bay Center for the Performing Arts in Richmond , California for over 20 years. While working at the East Bay Center I have had the privilege to learn first-hand

how essential art and culture organizations are to the communities they serve by providing very much needed entertainment, and strengthening their social fabric.

This is why I believe that PCA is a very important organization, albeit a modest venue by its size, and that it deserves the help and support of the City. Thanks to that wonderful place, I have been able to attend wonderful artists exhibits, plays, and concerts over the last few years with immense pleasure. In my case getting older and more and more reluctant to travel far for entertainment, it is a great benefit to have a cultural center right here in the center of town.

Best regards,

Christian Charnaux

From: Stuart Gronningen [REDACTED]
Subject: PCA anniversary
Date: Nov 5, 2020 at 4:52:26 PM
To: Sue Malick [REDACTED]
Cc: Gray Cathrall [REDACTED], Tom Reicher
[REDACTED], Sharon Gronningen [REDACTED]

Dear Sue,

The Piedmont Center for the Arts has been one of the best things to happen to Piedmont during my 43 years as a Piedmont resident. My wife and I have enjoyed dozens of world-class musical performances in this intimate and accessible venue, a jewel in the center of town within walking distance of one's home. The many top-notch jazz and classical concerts at the PCA have enriched the community immeasurably. The Berkeley Symphony and Friends series and the annual Piedmont Chamber Music Festival are highlights.

As a retired professional musician (principal French horn in both the Oakland and Berkeley symphonies), I participated in inaugural performances during the PCA's opening. But more recently, I have been part of a local group responsible for launching and running the fledgling Piedmont Chamber Orchestra, whose performances in the Center have thrilled capacity houses. The existence of the Center itself made the very idea of the orchestra possible, and, without the Center as its rehearsal and performance venue, this superb (if I may say so myself) ensemble would struggle to survive. The orchestra has been a great ambassador for the community.

The orchestra is comprised of both professional and advanced amateurs, many of them Piedmont residents, and our audiences have come from throughout the Bay Area. There is an amazing reservoir of musical talent in our community that the orchestra has been able to tap, thanks to the Piedmont Center for the Arts.

With great appreciation and best wishes,
Stuart Gronningen

From: Harry Howe [REDACTED]
Subject: Fw: From the Oakland Ballet Company - Graham Lustig,
Artistic Director
Date: Nov 11, 2020 at 12:01:04 PM
To: Sue Malick [REDACTED]

Here's the Oakland Ballet one ...

Harry Howe

[REDACTED]

PCA Board of Directors

Mail to: [REDACTED]

----- Forwarded Message -----

From: Graham Lustig [REDACTED]
To: Sue Malick [REDACTED] HARRY HOWE [REDACTED] OBC
[REDACTED]
Sent: Tuesday, November 10, 2020, 08:21:05 AM PST
Subject: From the Oakland Ballet Company - Graham Lustig, Artistic Director

Dear Ms Malick;

I am writing in support of the contract renewal for the Piedmont Center for the Arts under the continuing leadership of its very supportive Board of Directors.

Twice the Oakland Ballet Company has had the pleasure of bringing our dancers and repertoire to your community at the Center and both times there was deep audience engagement and passionate post-performance questions and discussions.

With few other venues of this type in Piedmont, or indeed in the Bay Area, the Center presents a unique facility for visual arts and performing groups to engage at close hand with members of the Piedmont and East Bay community.

The Center is well run by a group of thoughtful and engaged local arts supporters and enthusiasts, and Piedmont is fortunate to enjoy their leadership and commitment to the preservation and presentation of distinguished artists in the heart of your town.

On behalf of the Oakland Ballet Company, I thoroughly endorse the current arrangement be permitted to continue, that the rental agreement be renewed and that the Center will continue to provide arts access and educational opportunities to all who enter.

Yours sincerely,
Graham Lustig

Sue Malick, President of the Center for the Arts

Dear Sue,

The Piedmont Center for the Arts is a special place. It represents the best in homegrown artistic offerings. When the Gold Coast Chamber Players expanded our series to include performances at PCA, we felt like we were coming home. The intimacy of the space is remarkable. The size of the venue makes performances feel like house concerts and the art displays that provide a backdrop for our concerts enriches the experience.

When considering expansion, we were careful to select a venue that met our chamber music needs. The acoustics, excellent piano, and intimacy of seating, is ideal for this purpose. By performing at PCA we now can offer a choice to our audience, and many in our audience find PCA's intimacy preferable to our larger home venue.

Many of our patrons are older and PCA provides easy entrance to the venue and restrooms. We have seen audience members walking to the concert from their homes and this is heartening!

PCA is a great location in the East Bay helping ease patron concerns of long commutes to concerts.

Thank you for all your work in providing a wonderful, local community place for the arts!

Bravo!

Warmest regards,

Pamela Freund-Striplen,
Artistic Director
Gold Coast Chamber Players

From: Michael Morgan [REDACTED]
Subject: Piedmont Center letter
Date: Nov 10, 2020 at 2:07:09 PM
To: Patrice Hidu [REDACTED]
Cc: Sue Malick [REDACTED], Harry Howe
[REDACTED]

November 10, 2020

To Whom It May Concern:

The Piedmont Center for the Arts has become an invaluable asset to the Bay Area arts community. It is unique to the area as a small venue for a wide variety of performances. From chamber music to solo recitals to small ensemble concerts, classical to world music there is a tremendous range and diversity of world class offerings.

The intimacy and warm acoustic provide a welcoming atmosphere for the enthusiastic audiences I have seen there both at events I was attending and events I was presenting.

We all look forward to future performances there and I ask that you give it all possible support. I should add that they have kept rental fees there at a level that is within reach for most community groups.

It is one of the gems of the Bay Area.

Respectfully,

Michael Morgan
Music Director, Oakland Symphony



Danielle Charboneau



Piedmont Center for the Arts; Lease Renewal

November 9, 2020

Piedmont City Counsel,

Over the years, my students, their families, and I have been lucky to enjoy our recitals, dress rehearsals, occasional recordings, master classes, and professional performances at the Piedmont Center for the Arts. It has become a location our students and their families look forward to. The welcoming light, engaging art, beautiful stage, piano, and acoustics have helped them to see the beauty and value in their hard work and musical offerings. With the help of the Piedmont Center for the Arts, I have been able to support the growth, artistic engagement, and self esteem of many children.

Beyond my students' own participation in productions at the center, we have all enjoyed numerous professional performances as have so many in the community at large. The center has offered up art, theater, and numerous forms of musical performances that have enriched the lives of all who partake.

It is with great appreciation that I thank the Piedmont City Counsel for leasing the space to the Piedmont Center for the Arts for all these years. And, it will be a great gift if the Piedmont Center for the Arts is able to renew their lease so that they may continue to enrich the community with their performance and artistic offerings and continue to be a center for artistic development and exploration for both young artists and the professional artists from this community and beyond.

Sincerely,

Danielle Charboneau
Director
Charboneau Collaborative Strings



Piedmont Asian American Club

October 13, 2020

Piedmont City Council
120 Vista Avenue
Piedmont, CA 94611

To Piedmont City Council,

On behalf of the Piedmont Asian American Club (PAAC), I wish to write a letter to the Piedmont's City Council expressing our support for the Piedmont Center for the Arts. For the last 10 years, the Piedmont Center for the Arts has been trying very hard to bring the community together through the various musical and visual art productions. We hope the City Council sees the efforts they have put into it and recognize that the community appreciates them too. When Covid-19 is over, PAAC hopes to use the Piedmont Center for the Arts for a future event. Therefore, we urge the renewal of their lease for another 10 years.

Sincerely,

A handwritten signature in black ink that reads "Mary M. Geong". The signature is written in a cursive style with a large, looped "G" at the end.

Mary Geong CPA
PAAC Treasurer

October 27, 2020

Dear Piedmont City Councilmembers:

I am a jazz violinist, composer, publisher, producer, and friend of the Piedmont Center for the Arts, where I most recently performed in 2017. I studied violin with Itzhak Perlman and Ann Crowden and have been performing for 40 years. With my Grammy-nominated group, Quartet San Francisco, I have performed in concert halls all over the world: Japan, China, South Korea, Italy, Germany, Turkey, New Caledonia, San Francisco's Herbst Theatre, and the Piedmont Arts Center where we presented a jazz and a world music program.

I wish to share two points with you as a local performing artist.

One thing I have learned from a life in the arts is that the moment you touch someone's life through artistic expression is never in your control. A connection with others through art can transform the listener or viewer. This opportunity to impact a life through art should never be underestimated--it can change the trajectory of lives. Perhaps you can think back and reflect on a moment in your own life when such an event has happened. It matters.

Our current culture has devalued the arts to such a degree that a proper living, just a simple family life with a home and basic sustenance, is unattainable for people in the arts without community support. Yet artists still choose and pursue their art form. In spite of the financial obstacles they still bare their souls through their work in order to share their humanity and enrich the lives of all people who come to experience it. They deserve our collective support. The Piedmont Center for the Arts, which proudly demonstrates its commitment to the arts in its name, is a place where audiences experience living culture through experiences not defined in their intrinsic value by the yardstick of commerce and profit.


Secondly, Piedmont and its City Council have historically sustained the presentation of arts at the Piedmont Center for the Arts, and the thought that you would consider ending this relationship saddens and frustrates me. I implore you to reconsider this decision. Please realize that if you lose this small organization, you will lose a critical signal to the larger community that Piedmont cares about arts and culture. I respectfully request that you choose to continue your support of this venue, thereby signaling to the community that Piedmont stands strong as a keeper of culture for its current and future generations. By doing so you will preserve a safe and comfortable venue for the community to come together to experience culture in a meaningful way.

The world so desperately needs art and culture. We can't afford to lose this community gem.

Thanks for your consideration.

Jeremy Cohen

Quartet San Francisco



November 6, 2020

Dear Piedmont City Council,

As a founder and board member of the Piedmont Center for the Arts, I am writing to assure you that our work at the Center has been and still is enthusiastically received by the community. I am proud to be a part of the team who has brought visual and musical art to Piedmont prior to sheltering from the COVID-19 pandemic.

I am asking you to renew our lease.

Since we opened our doors 10 years ago, we've featured in concert musicians from our local community and the East Coast, as well as from Italy, Germany, Spain, and Japan.

Among the performers, we have had award-winning young musicians and professional musicians who have international reputations. We have had art shows, and important art competitions, as well as lectures of social – historical importance. Showcasing young musical competition winners at our center was a highlight. Having marionette shows were also a real delight for children.

Introducing instruments to children with the annual instrumental petting zoos brought families to us not just from Piedmont, but also from neighboring communities. It was wonderful to have had so many followers of the theater productions. Three years ago, I produced a lecture on the Holocaust and featured survivors in that program that people are still talking about. In other lectures, art history speakers took us right to Rome or Paris, literally, if we chose. Our programs have cultural diversity and our attract people of all ages.

When considering the renewal of the lease for the Piedmont Center for the Arts, please remember and consider how we're enriching the lives of people in the community as well as bringing them together. Thank you.

Sincerely,
Debbie Dare

PIEDMONT CENTER OF THE ARTS

Over the past few years, I have had the honor of being invited to perform several concerts in the auditorium of the Piedmont Center of the Arts. My performances with Joseph Gold (violinist), with the Paganini Trio (Joseph Gold, violist Debbie Dare and I), with Rafael Gold (violist) and alone, have brought me musical experiences so profound that I hold them in my memory as important reference points of my long artistic career. The sensitivity of the audience attending the concerts, the welcoming atmosphere, the acoustic quality of the room, the excellent organization and the cordial treatment of its artistic direction, predisposes the performer to give his best and to live a musical experience focused on intense communication.

I hope that for many years the Piedmont Center of the Arts can continue to maintain this work of disclosing good music, continue to be for musicians a platform to disseminate their work and, for the public, a place where music flows with that intensity that can only provide proximity to performers.

Jaume Torrent. Guitarist and composer.
Barcelona, 31 October 2020

PIEDMONT CENTER OF THE ARTS

A lo largo de estos últimos años, he tenido el honor de ser invitado a ofrecer varios conciertos en el auditorio del Piedmont Center of the Arts. Mis actuaciones con el violinista Joseph Gold, con el Trío Paganini (Joseph Gold, la violista Debbie Dare y yo), con Rafael Gold (violista) y a solo, me han aportado experiencias musicales tan profundas que las retengo en mi memoria como importantes puntos de referencia de mi dilatada trayectoria artística. La sensibilidad del público que asiste a los conciertos, el ambiente acogedor, la calidad acústica de la sala, la excelente organización y el trato cordial de su dirección artística, predispone al intérprete a dar lo mejor de sí mismo y a vivir una experiencia musical abocada a una intensa comunicación.

Deseo que por muchos años el Piedmont Center of the Arts pueda seguir manteniendo esta labor de divulgación de la buena música, continúe siendo para los músicos una plataforma de divulgación de su trabajo y, para el público, un lugar en el que la música fluye con aquella intensidad que solo puede proporcionar la proximidad con los ejecutantes.

Jaume Torrent. Guitarrista y compositor
Barcelona, 31 de octubre de 2020

November 2, 2020

PCA Support Letter

To Whom It May Concern:

My name is Valerie Corvin and I am a co-founder of the Piedmont Center for the Arts. I recently stepped down from the PCA Board to pursue other endeavors. I served nine years as program director, visual art program director, and juried art show administrator. As a board member and with no paid staff, I have put in countless hours at all hours of the day and night to help PCA grow into the City of Piedmont treasure that it is.

The people of Piedmont love the Center. I have been thanked probably a thousand times by people who have attended events at the Center. Residents truly appreciate having an arts center as part the offerings of the City of Piedmont. It ranks up there along with the school system and our well-run town. PCA is a selling point used by many realtors for why one should choose to live in our town. I have been told it is one of the top five selling points of Piedmont cited by realtors. PCA is now part of the fabric of this town.

In this divided time, it is easy to allow a couple of disgruntled voices to overshadow all the good work that PCA has done in the last nine years. I have heard about the false and unsubstantiated claims being made – claims that have motives that are not in the best interest of this town. I believe that the claims are being put forth for personal reasons or grudges. Other claims are for personal gain if PCA should be disbanded. It is funny to me that some of the claims being made were policies and procedures originally created by the person making the claims. Why is that?

PCA is a good tenant and is willing to work with the City. The arts are an important part of our society and add an important dimension to our lives. Please renew the PCA lease.

Thank you.

Valerie Corvin



www.piedmontcmf.org
piedmontcmf@gmail.com
510-388-7437

October 30, 2020

To Sue Malick, president of the Piedmont Center for the Arts:

We write this letter in support of your lease renewal at 801 Magnolia Avenue in Piedmont. As directors of the Piedmont Chamber Music Festival, an annual summer event drawing internationally renowned musicians for a week of sold out chamber music concerts, the building occupied by the Piedmont Center for the Arts is the only home we have ever known, and our festival as we know it would not exist without this jewel of a venue.

The acoustics are perfect for chamber music, and the 100+ seat capacity is ideal for the intimacy of our art form. Handicap accessibility, being within walking distance for Piedmont residents, and ease of parking mean that community members can attend world class musical performances without going into San Francisco or fighting Bay Area traffic. The Center's physical layout gives us space for setup and rehearsal and helps make the production of our events possible.

In just five years, the Piedmont Chamber Music Festival has embedded itself into Piedmont's cultural life. PCMF's reputation for thoughtful, creative programming and dazzling performances draws many local attendees, but also devoted attendees from all over the Bay Area; some of our fans even fly in to attend our concerts. The idyllic venue at the Piedmont Center for the Arts is a big part of why we are able to attract a cast of musicians from all over the country, a big part of why PCMF is in an elite tier of American chamber music festivals, and a big part of why our festival has helped put the City of Piedmont on the map.

We hope to make the Piedmont Center for the Arts our summer home for many years to come and hope that the City of Piedmont recognizes the Center's important and vital contributions to our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Juliana Han and Wayne Lee'. The signature is written in a cursive, flowing style.

Juliana Han and Wayne Lee

Directors of the Piedmont Chamber Music Festival

Extending the Lease for the Piedmont Center for the Arts

I think the city should extend the lease for the Piedmont Center for the Arts. I read an unsolicited email, as well as an opinion piece on the Piedmont Civic Association website, in which someone opposes extending the lease. I strongly disagree. In fact, it seems odd to me that the city would not extend the lease.

The Center for the Arts has been a success, offering a rare space for visual artists, musicians and actors to show their work and perform. It also provides a wonderful -- an exceptional -- activity for people in the community and the East Bay, right in our city. For example, for the past two weekends we were treated to "The Sky's the Limit," an exhibition of dozens of artist Michael Stehr's paintings, carefully organized so that it was Covid safe. It was great! As a realtor, I always mention the Center to buyers as one of the perks of living in in Piedmont.

As I understand it, the Center is run by a board of directors who are volunteers. I think they are doing an excellent job. They search and encourage local talent and use their connections to bring talent from faraway, balancing and curating usage by Piedmont talent -- including the Piedmont Chamber Orchestra, the Piedmont Chamber Music Festival, the Piedmont Art Fundraisers for the schools, youth rehearsals, youth recitals -- and also some of the finest talent in the Bay Area and nationally. They have even hosted several international musicians. And before Cover-19 closed many public events, the calendar was full throughout the year.

They also seem to do a great job of maintaining and operating the venue. The building has never looked better! And I understand their books are balanced and they are in good financial shape. With an operation that is so well run and serving a very useful public good, why wouldn't the city extend their lease?

In this time of Covid-19, we need the inspiration of artistic groups and they are struggling to stay alive. I think now, more than ever, we need to support them.

They provide beauty, humor and insights when times are tough. So, extend the PCA's lease. It would be very sad -- and I think a big mistake -- to lose this exceptional part of our city.

Carol Brown

From: [REDACTED]
Subject: Re: Piedmont Center for the Art could use a letter of support
Date: Nov 5, 2020 at 12:13:24 PM
To: Sue Malick [REDACTED]

Dear Ms. Malick,

I would like to add my voice to those speaking up about the wonderful things that have happened at the Piedmont Center for the Arts, and the bright future we hope to partner in building at the center.

A little about me: I've had a decades long career in classical music, as a pianist, leading vocal soloist, conductor, educator and impresario. My first experience with PCA was when Michael Morgan of the Oakland Symphony wanted to present myself and Bryan Nies in a concert at PCA, celebrating the release of our album "*Amour sans ailes: Songs of Reynaldo Hahn*" We sang to a robust crowd, and brought many new audience members to the center. Shortly after that performance, I was hired as the Artistic Director of Festival Opera - the East Bay's professional opera company, presenting mainstage performances at the Leshher Center for the Arts in Walnut Creek. As an Oakland native, I have always wanted to bring Festival Opera's audiences (whose reach is the entire Bay Area, and indeed across the US) to venues on the Oakland side of the tunnel. Harry Howe and I formed a plan to present FO's recital series (formerly at the Leshher Center) at the PCA.

We presented "Nuit d'Espagne" a recital featuring Renée Rapier and Robert Mollicone to a full audience from both sides of the tunnel and San Francisco. We were thrilled with the number of audience who came from the Piedmont community - many of whom walked from their homes to hear the recital. Glorious music was made, and we followed it up with a wine reception. A review of that event can be found here: <https://www.sfcv.org/reviews/festival-opera/renee-rapier-captivates-in-festival-operas-nuit-despagne-recital>

Subsequently, this performance was nominated for **SFCV's Audience Choice Awards** for Best Vocal Recital of the 2019-2020 season. Sadly, the following events we had planned for the 2020 season at PCA were put on hold due to

From: Admin [REDACTED]

Subject: Center for the arts

Date: Nov 3, 2020 at 9:38:53 AM

To: [REDACTED]

We find it hard to believe that anyone in our community would not be impacted in some way. By having a Piedmont Center for the Arts here in the center of town!. A great variety of events, some call "arts" of all kinds. Look at the past list, nobody has been left out.

This is a "pressure-cooker" of a world and the Art Center helps take that pressure off.

We need our Art Center!

Bruce Leslie Wolfe

Resident for 55+ years in Piedmont.

From: [REDACTED]
Subject: Letter in Support of Piedmont Center for the Arts Lease Renewal
Date: Nov 6, 2020 at 9:30:49 AM
To: [REDACTED]
Cc: danielle charboneau [REDACTED]

Dear Piedmont City Council,

My name is Christina Meyer, and I am writing in strong support of renewing the lease for the Piedmont Center for the Arts. The Piedmont Center for the Arts provides the surrounding community with a valuable space for accomplished and developing artists to share their work.

My eight year old son has performed in violin concerts a number of times in the space since he started learning violin at age four. For him, practicing the violin is a real chore, but these concerts make practicing more worthwhile. He loves the after-concert potlucks and the chance to run on the front lawn with his friends. As his parent, I appreciate the beauty of the space and how convenient it is to our home off of Piedmont Avenue. As a family, we enjoy gazing upon the displayed artwork before and after his shows and the sense of community it fosters within its walls.

The City of Piedmont is providing our family with a wonderful resource through their lease to the Piedmont Center for the Arts. We thank you and are happy to discuss this further should you have any questions.

Best regards,

Christina Meyer

[REDACTED]
[REDACTED]
[REDACTED]

From: Harry Howe [REDACTED]
Subject: Oakland Ballet letter in .pdf format
Date: Nov 12, 2020 at 3:49:10 PM
To: Sue Malick [REDACTED]

attached

Harry Howe
[REDACTED]
PCA Board of Directors
Mail to: [REDACTED]



Dear Ms Malick:

I am writing in support of the contract renewal for the Piedmont Center for the Arts under the continuing leadership of its very supportive Board of Directors.

Twice the Oakland Ballet Company has had the pleasure of bringing our dancers and repertoire to your community at the Center and both times there was deep audience engagement and passionate post-performance questions and discussions.

With few other venues of this type in Piedmont, or indeed in the Bay Area, the Center presents a unique facility for visual arts and performing groups to engage at close hand with members of the Piedmont and East Bay community.

The Center is well run by a group of thoughtful and engaged local arts supporters and enthusiasts, and Piedmont is fortunate to enjoy their leadership and commitment to the preservation and presentation of distinguished artists in the heart of your town.

On behalf of the Oakland Ballet Company, I thoroughly endorse the current arrangement be permitted to continue, that the rental agreement be renewed and that the Center will continue to provide arts access and educational opportunities to all who enter.

Yours sincerely,
Graham Lustig

Graham Lustig,
Artistic Director, Oakland Ballet Company

November 11, 2020

Sue Malick
Piedmont Center for the Arts
801 Magnolia Avenue
Piedmont, CA 94611

Dear Sue,

I am writing to express my appreciation and support for the Piedmont Center for the Arts.

SonoMusette has performed at PCA four times from 2016-2020 and we hope to perform there again, as soon as the local health officials deem it safe.

PCA is an important and unique performance space and it has been instrumental in the success of our music group. The Center has given us the opportunity to perform for a welcoming audience in a beautiful and intimate space. The staff at PCA is exceptional and should be a model for how a Performing Arts Center operates. The staff is knowledgeable, accommodating, courteous, helpful, and works hard to help promote events and make them an enjoyable experience for both performers and the audience.

When we performed at PCA, it was nice to see how many audience members were from the surrounding neighborhood, as many were able to walk to the venue. The room is very enjoyable to perform in as the fine acoustics make it easy and comfortable to perform. The intimate seating also gives the musicians a connection to the audience.

It is very important for venues such as PCA to continue to operate as they fill a rare and needed place in the world of performing arts. The current pandemic is taking a costly toll on such venues and it is imperative that we all do what we can to continue the operation of venues such as Piedmont Center for the Arts.

Sincerely,

Robert Lunceford - SonoMusette

From: Jeff LaDeur [REDACTED]
Subject: Letter in Support of PCA
Date: Nov 11, 2020 at 1:07:13 PM
To: [REDACTED], HARRY HOWE [REDACTED], Piedmont
Post [REDACTED]

Jeffrey LaDeur
[REDACTED]
[REDACTED]

Dear Ms. Malick, Members of the Piedmont City Council, and Community:

It is my pleasure to write to you in support of the Piedmont Center of the Arts and the renewal of their lease with the City. Having performed, presented, and attended performances at the PCA, I can say with emphatic certainty that it is a cultural gem in the heart of Piedmont, and I urge you to give them every consideration in this matter.

I am a concert pianist, educator, founder and artistic director of the San Francisco International Piano Festival, and active member of arts organization boards throughout the Bay Area including Lieder Alive! and the San Francisco Conservatory's Presidential Alumni Council. Having performed throughout the country and internationally in addition to dozens of venues throughout the Bay Area, I am particularly grateful for the experiences I have had at the PCA since I first became acquainted with it in 2016. I was invited by Harry Howe, whom I knew through Oakland Symphony, to attend the inaugural season of Piedmont Chamber Music Festival led by the Formosa String Quartet. The level of musicianship was truly first rate, international, and satisfying. It became clear to me that this venue was at the level of the music, and I tucked that experience away in my memory.

In 2017, I launched the San Francisco International Piano Festival with support from Piedmont Community members Craig and Letitia Casebeer. The structure of our festival features a different program each night in a different venue performed by musicians from all around the world. After establishing ourselves as the only international piano festival in the Bay Area, we chose PCA as the venue for our opening night program in 2018 and 2019. These evenings were great successes on every level, and the setting of the PCA was ideal. Sold-out crowds, open air atmosphere, visual art, and world class piano playing in a warm and approachable environment.

I have performed at the PCA myself on a number of occasions and have always found it to be a gratifying experience. As a guest artists with Gold Coast Chamber Players, I played most recently an all-Mozart concert that featured the Alexander String Quartet. The house Steinway is a warm and appropriately sized piano for the space, making it a perfect setting for chamber music both vocal and instrumental, solo piano, and masterclasses.

The Center's programming both visually, musically, and theatrically has contributed enormously to the community, and I look forward to seeing what they will do in their next decade of tenure. I recommend them without hesitation for renewal of their lease and am happy to speak with you directly if I can offer anything further to the process.

Thank you for your consideration.

Most Sincerely,

Jeffrey LaDeur
[REDACTED]
[REDACTED]

Jeffrey LaDeur
[REDACTED]
[REDACTED]

From: Suzie Skugstad [REDACTED]
Subject: Piedmont Center for the Arts
Date: Nov 11, 2020 at 9:14:09 PM
To: [REDACTED]

City Council of Piedmont,

I'd like to express my strong support for continuing the lease for the Piedmont Center for the Arts for another 10 years.

I was one of the very first artists to show my work in the new space and have been able to show there 6 times total in the course of these 9 years. One reason I show at the PCA is that it is the only place I know that is affordable to rent and won't charge a 50% cut.

For a beginning artist like me, a reasonably priced hometown venue to show art and gather as a community is a gift and a rarity. It's impossible to find in the Bay Area short of spending full days and full weekends at open studios.

Also, as a Wildwood Art Teacher, being able to invite parents, students, friends, neighbors, all a few blocks from their homes to socialize, share some snacks and see my work was always so easy and fun for everyone.

Piedmont shows it's support of the arts—visual, musical, and theater—by allowing the space to be used by so many local groups that would otherwise be without options. I've been able to attend student art shows there, music recitals, concerts, art shows, photography shows, plays, and lectures, all at the PCA. I love the arts that have come to our own town via the PCA.

Reclaiming 801 Magnolia for more profitable rental purposes would be misguided in my opinion and a huge loss to the core of our arts community. In fact, it's the only visual arts venue for display in town and for many other arts uses.

Thank you for your kind consideration.

Sincerely,
Suzie Skugstad
Artist, Art Teacher

From: Debbie Dare [REDACTED]
Subject: Please support the PCA
Date: Nov 11, 2020 at 8:23:23 PM
To: [REDACTED]
Cc: [REDACTED]



Concerts, Recitals

Joseph Gold
Violinist

November 11, 2020

Dear Ladies and Gentlemen of the Piedmont City Council,

I am writing to you as an international concert violinist, music critic, author, and music educator. But more than that, I am a supporter of the Piedmont Center for the Arts.

The PCA is Piedmont's cultural jewel. Those of you on the city council who have read my "Musical Gourmet" column in the Piedmont Post know of my enthusiasm. It has been my great pleasure to chronicle the cultural events at the PCA. I cover music.

But the PCA is so much more than music. It serves the whole community. This alone makes the PCA invaluable. The very idea that this council is considering severing the PCA is abhorrent.

Culture is not measured on the yardstick of dollars and cents. It is far more deeply engrained in a civilization.

Please consider what the PCA does. The PCA is all-culture-inclusive. The visual arts embrace the entire Bay Area. They include every aspect of art. When there was a puppet show, children of all ages came in support. They departed with increased enthusiasm. I consider this important. Do you?

Music education is also important. In an effort to increase music enrollment in the Piedmont schools, there have been numerous instrumental petting zoos. I am sure you are happy to know that our schools saw increased enrollment.

Jazz in its many forms has seen a strong presence. It was Jazz in the Neighborhood and far beyond. The world's preeminent jazz quartet known everywhere as "Quartet San Francisco" thought enough of the PCA to schedule concerts there. I am a classical musician. It gave me great pleasure to see members of the Oakland Symphony play at the PCA. The same goes for the Oakland Ballet. The Berkeley Symphony plays regularly scheduled concerts. This is a world-famous concert series. They love the PCA. The list of international celebrities reads like a veritable who's-who of world-famous artists. All of them are happy to appear in the PCA. You will also be happy to know that Piedmont has its own orchestra. It plays at the PCA.

The Piedmont Center for the Arts may be a small concert room, but its value to the community is priceless.

Your support is needed. Without the Piedmont Center for the Arts, Piedmont is just another bedroom community.

Thank you for your support.

Joseph Gold

A handwritten signature in cursive script that reads "Joseph Gold".

November 11, 2020

City Council
City of Piedmont
120 Vista Avenue
Piedmont, CA 94611

Dear City Council Members,

I am writing to express my strong support for allowing the Piedmont Center for the Arts to continue to lease the space at 801 Magnolia Avenue. The Piedmont Center for the Arts provides invaluable local access to the arts for many young people and families in the area. My teenaged daughter, who has played violin since kindergarten, has participated in several studio performances and a master class at the Center, along with the other members of her Quartet. Having an inviting and centrally located venue that supports arts appreciation and performance is especially needed now for young people, for whom the arts provide a place of creativity, connection, and accomplishment during complex and challenging times. With the closure of the Montclair Women's Art Center in 2015, the role of the Piedmont Center for the Arts in providing a community gathering place for the arts is especially important; it would be a great loss to families in the area to lose this community treasure.

Thank you for your consideration.

Sincerely,

Jane Wellenkamp, Ph.D.

Dear Sue,

I wanted to reach out as I know the Piedmont Center For The Arts is coming up on it's 10 year anniversary and the end of the initial lease. I know that some things have changed over the last 10 years but I just wanted to reach out with a big thank you to the Center. I was a founding member of the Bay Area Children's Theatre. Prior to the Pandemic, BACT was one of the premiere theaters for young audiences in the country with a \$4M + budget and plethora of programs and sites-but we started very small and we started at the Piedmont Center for the Arts.

The PCA board rented us the office for significantly less than market value. Having a central office changed everything for the company and allowed us to grow as a non-profit as the country was still reeling from the recession. In addition to the office, we rented the hall on an hourly basis in order to offer classes and camps to the children and families in Piedmont and Oakland. The space is a perfect fit for a small group of preschoolers or a cast of 24 elementary or middle schoolers. The central location was key to allowing students from the local schools to easily access the classes and arts education without needing a parent to drive them there. We were able to run summer camps in the space given the close proximity of the parks and the community loved seeing the kids perform outside on the steps and the lawn. While we outgrew the space by the time our initial lease was up, the support of this community and the PCA board provided was a springboard for a non-profit arts company, which was truly precious and allowed BACT to grow and serve more of the Bay Area.

As the co-chair of the Piedmont Arts Fund we were able to work with the PCA for The Big Art Show in 2019 and exhibit local works of art as a fundraiser for the visual and performing arts in the schools. The Center provided the perfect gallery and reception space. Again at a reasonable cost that allowed us to maximize the amount of funds we were able to raise and donate to the Piedmont Schools.

Thank you for an amazing 10 years in bringing accessible arts to this community and continuing to support the work of our local artists and students!

Warmly,
Becca Posamentier

Dear Ms. Malick, Members of the Piedmont City Council, and Community,

It is my pleasure to write to you in support of the Piedmont Center of the Arts and the renewal of their lease with the City. Having performed, presented, and attended performances at the PCA, I can say with emphatic certainty that it is a cultural gem in the heart of Piedmont, and I urge you to give them every consideration in this matter.

I am a concert pianist, educator, founder and artistic director of the San Francisco International Piano Festival, and active member of arts organization boards throughout the Bay Area including Lieder Alive! and the San Francisco Conservatory's Presidential Alumni Council. Having performed throughout the country and internationally in addition to dozens of venues throughout the Bay Area, I am particularly grateful for the experiences I have had at the PCA since I first became acquainted with it in 2016. I was invited by Harry Howe, whom I knew through Oakland Symphony, to attend the inaugural season of Piedmont Chamber Music Festival led by the Formosa String Quartet. The level of musicianship was truly first rate, international, and satisfying. It became clear to me that this venue was at the level of the music, and I tucked that experience away in my memory.

In 2017, I launched the San Francisco International Piano Festival with support from Piedmont Community members Craig and Letitia Casebeer. The structure of our festival features a different program each night in a different venue performed by musicians from all around the world. After establishing ourselves as the only international piano festival in the Bay Area, we chose PCA as the venue for our opening night program in 2018 and 2019. These evenings were great successes on every level, and the setting of the PCA was ideal. Sold-out crowds, open air atmosphere, visual art, and world class piano playing in a warm and approachable environment.

I have performed at the PCA myself on a number of occasions and have always found it to be a gratifying experience. As a guest artists with Gold Coast Chamber Players, I played most recently an all-Mozart concert that featured the Alexander String Quartet. The house Steinway is a warm and appropriately sized piano for the space, making it a perfect setting for chamber music both vocal and instrumental, solo piano, and masterclasses.

The Center's programming both visually, musically, and theatrically has contributed enormously to the community, and I look forward to seeing what they will do in their next decade of tenure. I recommend them without hesitation for renewal of their lease and am happy to speak with you directly if I can offer anything further to the process.

Thank you for your consideration.

Most Sincerely,

Jeffrey LaDeur

A black rectangular redaction box covering the signature area.



SISTINE CHAPEL
ART & ART HISTORY



Michael Paul Stehr
Founder and Principal Artist

To Whom it may concern:

November 6, 2020

My name is Michael Stehr and I am one of a long list of artists that have benefitted from a relationship with the Piedmont Center for the Arts. I am currently exhibiting a robust collection of 73 paintings at the center. This is my eighth year showing at the PCA, and each year I approach the exhibit with the same goal—creating a museum type experience for the visitors in a space designed to celebrate fine art.

We have enjoyed a steady stream of visitors to the center, with guests being residents and non residents of Piedmont.

My involvement with the PCA is not limited to fine art. Last April, while we were recognizing the one year anniversary of the fire at Notre Dame de Paris, I delivered a lecture on The Cathedral, the fire, and the power of architecture. The focus of the evening was to consider why people worldwide were sobbing at the sight of flames mauling that very special building. My conclusion was that sometimes, buildings are more than buildings...that there is something spiritual that happens when devoted individuals commit themselves to beauty, when beauty is the highest of priorities.

The lecture drew about 70 people, from various backgrounds, representing a number of cities. The loud applause at the end of the program served as a true celebration of Notre Dame, the human spirit, and, in my opinion, the arts in general.

Indeed, sometimes, buildings are more than buildings. What we have at the PCA is a site that promotes, encourages, and celebrates the arts.

There is a rich variety of opportunities and enrichment available there. I know that I have benefitted greatly from my relationship with the PCA. And I think that the city of Piedmont is lucky to have this resource in the center of town, where it can be identified with this great celebration of the arts.

Respectfully Submitted

Michael Stehr

Sistine Chapel Art and Art History.

PHS, Grad

From: Rene Mandel [REDACTED]
Subject: one more pdf
Date: Nov 6, 2020 at 9:37:20 AM
To: Sue Malick [REDACTED]



November 6, 2020

Dear Sue,

On behalf of Berkeley Symphony, I submit this letter in support of a Bay Area jewel, The Piedmont Center for the Arts.

Through our Berkeley Symphony and Friends Chamber Music Series, PCA has become our second home. Over the nearly 40 Sunday afternoon concerts we have presented since March 2013, we have drawn from geographically diverse Bay Area audiences who prefer a more intimate concert experience. PCA has made it possible for us to broaden our audience, especially in the following areas: students from Piedmont and the greater Bay Area schools, many who come to see and hear their teachers performing on our series; Piedmont and Oakland residents who are new to Berkeley Symphony; and artistic leaders, musicians, and other artists from the Bay Area's major performing arts institutions.

Our musicians absolutely love performing in this venue due to its elegant lighting and, of course, its excellent acoustics, which are some of the finest in the region. In fact, our artists have been so enamored with PCA that several have rented the space for their own recording projects. Our series has also inspired other chamber groups and performing arts organizations to present their offerings at PCA.

The ease of access and parking, and the overall warm atmosphere of the Center makes for an extremely pleasurable patron experience, one that keeps them coming back over and over again. Our attendees thoroughly enjoy the revolving art exhibits as well, and often purchase works on display after our concerts.

The PCA Board and staff has consistently been extremely helpful and supportive. We cherish our relationship with PCA and, as soon as possible, we so look forward to performing again in our favorite home away from home!

Warmest regards,

A handwritten signature in black ink, appearing to read 'René Mandel'.

René Mandel
Artistic Director, Berkeley Symphony



To whom it may concern:

Subject: Piedmont Center for the Arts

My name is Geoffrey Meredith. I have a B.A. in Art and Archacology from Princeton University, did postgraduate work in art at the Hellenic Institute in Athens, and I have a Masters from Stanford. I served for five years as a Commissioner of the Contra Costa Arts and Culture Commission, and for four years as chair of the marketing committee at the Asian Art Museum of San Francisco. I am currently on the Board of Directors of the Valley Art Gallery in Walnut Creek and am a practicing artist, represented by three art galleries. Art is very important to me, and I believe it is vitally important in our society, particularly within local communities.

I have exhibited my paintings at the Piedmont Center for the Arts for at least seven years, first as part of group shows, more recently with two solo exhibitions. The PCA is a wonderful venue for art – a great exhibit space, well lit, and conveniently located within walking distance of much of Piedmont. My exhibitions have been well received, and have attracted viewers not only from the East Bay but from San Francisco and the Peninsula as well. The shows have have sold well, contributing well over \$1000 to the PCA operational budget.

In addition, the PCA is a great venue for music. My wife and I have come from Lafayette on many occasions to hear performances there, particularly chamber music. The acoustics are excellent, and the intimacy of the setting provides for a uniquely memorable experience.

In short, the Piedmont Center for the arts has been very important to me and to other artists, as it s a wonderful place to exhibit art to an expanded audience. It is perhaps been best known up till now as a music/performance venue, but is starting to build a reputation for exemplary artwork as well. I think the PCA staff has done a remarkable job in repurposing a vacant space into a wonderful cultural institution. It is a fabulous resource for the community of Piedmont, and you are indeed fortunate to have it.

Geoffrey Meredith
Artist
November, 2020

♦ www.hawkoakstudios.com



Dear Sue,

I'd like to express my deep appreciation for everything the Piedmont Center for the Arts has done over the years for my organization, and for the supportive and welcoming way in which you foster our creative collaborations. I'm the cellist and a founding member of the Chamber Music Society of San Francisco, and of all the venues we have performed in over our eight years together, the Piedmont Center for the Arts has easily been the most enjoyable to play in thanks to its excellent and thoughtfully designed acoustics. It has become a regular home for our East Bay concerts, and many of our concertgoers now prefer to come hear us in Piedmont though they may live in San Francisco, Marin or the peninsula.

Its board members and staff with whom I've had the pleasure to associate have consistently made it easy for us to set up the space optimally for each concert, even if it means trying new seating layouts or even experimenting with new ways of recording our concerts. During this pandemic they worked with us to find a safe way to film one player at a time to conform to county guidelines and still be able to make a virtual concert production that we can all be proud of. It's likely that we would not have been able to produce anything at all for our audiences over these last months without their support and creative assistance.

Thank you again for everything you have helped us to achieve, and as we continue to grow our audiences and ambitions we are grateful for the Piedmont Center for the Arts, its staff and friends, and for the feeling of community they are so good at creating which is the foundation for sharing art in an intimate and meaningful way.

Gratefully,

Samsun van Loon

Founding member, Chamber Music Society of San Francisco



Artistic Director
Eric Tuan MMus

Interim Executive Director
Keri Butkevich MBA

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Michael Morgan
Nikolas Nackley
Ben Simon
Mark Wings

Founder
Susan Emmett Rahl

Co-Founder
Robert Geary

November 5, 2020

Dear Ms. Malick:

It is a great pleasure to write this letter of support on behalf of the Piedmont Center for the Arts. As the Artistic Director of the Piedmont East Bay Children's Choir (PEBCC), I can testify firsthand to the Piedmont Center for the Arts' extraordinary impact on the arts scene in our East Bay community. Our organization was founded in Piedmont in 1982, and since then has grown to an internationally renowned choral arts program that offers a high caliber choral education to hundreds of students each year. That trajectory would not have been possible without the presence of the Piedmont Center for the Arts (PCA) to serve as an advocate and supporter of the arts in the Piedmont community.

Piedmont Center for the Arts offers a rehearsal space uniquely well-suited to our programs. During a normal year, PEBCC offers two two-hour rehearsals each week in the space, not to mention numerous other one-off events such as additional rehearsals, parent meetings, and recording sessions. PCA offers us a truly exceptional rehearsal space, with beautiful acoustics; a concert-quality Steinway grand piano; ample storage space for teaching supplies; an elevated stage space; and a beautiful outdoor area for breaks. It is undoubtedly the most musically rewarding of PEBCC's many rehearsal venues, and a joy to teach and perform in. The center's convenient and central location, directly across from the community middle and high schools, allows for easy walking access for many of our students and families. Our singers, faculty, staff, and families are grateful for the acoustic quality, ease of use, and convenient location of PCA.

Piedmont Center for the Arts has also been an invaluable artistic partner to the Piedmont East Bay Children's Choir. When COVID-19 struck, for example, PEBCC quickly decided to record the final rehearsals of our top four performing groups to produce a digital recording of our "Music of the Pacific Rim" concert. PCA immediately offered us the use of their space for several hours, on only 24 hours notice and free of charge, in which to record those final rehearsals. What a tremendous gift it was to be able to record in the center's stunning acoustic and beautiful setting on such short notice, and to be able to produce a moving concert for our community despite the pandemic. Given how challenging it often is to book and work with rehearsal and concert venues, we feel incredibly fortunate to have PCA



available as a resource in our own backyard. PCA has been extremely generous with us, often allowing us to hold additional rehearsals or parent meetings on short notice, and has been integral in helping us build our own artistic community.

In turn, the Piedmont East Bay Children's Choir has been able to bring diverse new audiences to the Piedmont Center for the Arts. Our students hail from cities scattered all across the East Bay, including Oakland, San Leandro, Albany, Richmond, and Berkeley. The center brings families from throughout the region into the heart of Piedmont, often encouraging them to spend time in the park or at Mulberry's while their singers are in rehearsal. The sense of community built as families linger on the steps or lawn on a sunny afternoon is palpable. PCA is also home to the Piedmont Post, an invaluable local news source with whom we have often partnered in celebrating the arts in our community.

The Piedmont East Bay Children's Choir is grateful, indeed, to have the Piedmont Center for the Arts as a partner and resource in supporting the arts in Piedmont and beyond. It is a privilege to be able to write in support of this community institution and honor its vital role in our programming and growth. Please do not hesitate to reach out to me or the PEBCC office should you have any further questions.

Yours sincerely,

Eric Tuan
Artistic Director
Piedmont East Bay Children's Choir

From: Debbie Dare [REDACTED]
Subject: Fwd: PCA support Letter - edited draft
Date: Oct 23, 2020 at 5:10:51 PM
To: Sue Malick [REDACTED]

----- Forwarded message -----

From: George Cole [REDACTED]
Date: Fri, Oct 23, 2020 at 4:00 PM
Subject: PCA support Letter - edited draft
To: Debbie Dare [REDACTED]

October 23, 2020

Dear City Council of Piedmont,

In these uncertain times the people of Piedmont need performing arts more than ever before. The arts hold us all together, giving voice to what makes us human. We can not let the opportunity to offer these experiences to our community slip away, especially now, in the massive void of performing arts engagement due to shutdowns from covid 19 pandemic.

My name is George Cole. I am an internationally renowned professional bandleader, musician, performer, composer, music educator, and champion for the arts. Not only do I present a jazz salute to the legendary Nat King Cole, I am the current guitarist in the David Grisman Quintet, I taught and mentored Rock and Roll Hall of Fame Inductees (and Piedmont resident) Billie Joe Armstrong and Mike Dirnt of punk rock band Green Day, and, my own groups include a gypsy swing trio, "Bixou Bixou" with Madeline Tasquin and Kaeli Earle, a 16 piece rockin big band, and the Gypsy Jazz George Cole Quintet.

I watch the programming closely at the Center for the Arts. I have attended and performed concerts at the Piedmont Center for the Arts and there's

never been a doubt in my mind what an invaluable resource the PCA is.

I write this letter to you in support of the Piedmont Center for the arts, I urge you all, wholeheartedly, to continue the PCA lease. Please enable PCA to continue their culturally and musically diverse programming so that we can all look forward to the day when we can gather together once again in appreciation of the arts.

Yours truly,
George Cole
George Cole

George Cole

To the Piedmont City Council regarding issuance of a City lease for 801 Magnolia West Wing.

The Piedmont Center for The Arts has done a fine job of bringing quality live performances & art exhibits right into the heart of our town, and I hope they can continue doing so in a way that would work better for everyone.

As the original proponent who led the acquisition of the City's building, the private financing effort to pay for its renovation, and managed the renovation of it, I have some history. At the initial City Council meeting considering our proposed lease & renovation schedule (March 7, 2011) together with the \$1/year rent, City Administrator Grote acknowledged the rent subsidy was "to bring the building up to useable condition." We agreed on 6 years, after which the City could take it back, demolish it or have the Rec. Department run it. A no-nonsense "quid pro quo". We did the renovations and the City got a nicely redone building. Our job is done.

I am compelled to write today to call your attention to the opportunity now to increase Recreation Department and City revenue by some \$260,000 per year and add significant additions to their available space needs. The lovely West Wing could be a stand-alone rental or be combined with rental of the East Wing and front lawn. Each component could be rented separately or combined as needed. It would accommodate small & large group users, simultaneously, with more options than any other Recreation Department. venue. Arts in Piedmont could still be subsidized by having the Rec. Dept. allocate up to 450 hours of free usage to the Piedmont Center for The Arts (PCA). Pre-Covid-19, in Calendar year 2019, the West Wing building was unused 70% of the time (See Att. A) while the other Recreation buildings were robustly used by residents for all sorts of activities.

We ask you to take a comprehensive look at how 801 Magnolia is currently used. What are the costs to the City to run it? What has The Center realized in revenue the past two years, and how much of that was donated to the Arts? Does the Finance Committee recommend giving up for \$1.00 an asset that could earn \$260,000 a year? Opening up usage to all Piedmonters and increasing revenues should be the goals of a City while seeking the highest and best use of the property entrusted to its care.

We believe, and can demonstrate, that the 801 Magnolia property's contribution to the City can equal the revenue generated by the Community Center facility while simultaneously continuing bookings for the arts and exhibits now presented by PCA.

The Council needs to put the brakes on, for there is no rush, and take time to review all options for this property, directing the Recreation Commission to hold public hearings and conduct a resident survey to determine citizen preferences for its future use. The existing lease does not expire until June 2021 so the City Council has the time and should take substantial public input on this invaluable public property.

Respectfully submitted, together with the attached petition:

-Nancy N. Lehrkind

Dear City Council: We support the solution of 801 Magnolia being a Rec. Department venue open to all of us while still having The Piedmont Center arranging artistic programs there as they do now.

Name	Address	Comments
Nancy Lehrkind	[Redacted]	
Patrick Balzan	[Redacted]	More programs for kids
Carol Tallack	[Redacted]	
Burr Talbot		"
Gentry Fitzpatrick	[Redacted]	
Jill A. Wynn	[Redacted]	
Mary Canady	[Redacted]	
John Cheney	[Redacted]	
Cina Zanbright	[Redacted]	
Gwen Reinke	[Redacted]	Piedmont
Don Reub	" " "	"
Dryan Rinker	" " "	"
D. S. [Redacted]	[Redacted]	Piedmont, GA
STEPHEN W. BARNHILL	[Redacted]	94611
Erik Olson	[Redacted]	
Jonathan E. Koch JONATHAN E. KOCH	[Redacted]	
Ruth Koch	[Redacted]	
Dorothy P.	[Redacted]	
Dana Koffle	[Redacted]	
[Redacted]	[Redacted]	

A

Piedmont Community Hall at Piedmont Community Hall

Monthly Calendar For September 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 12p-11p Max and Caitlin's Wedding 2:30p-11:30p Rashael and Thomas' Wedding! 2:30p-11:30p Rashael and Thomas' Wedding!
2 1p-11p Lee/Guerguy	3 2p-10p Turner Wedding	4 2:30p-3:30p Yoga for Healthy Aging: Ages 45+ #184009 4p-10p Highland Partners Party	5 6a-6p Sexual Harassment/Performance Management Workshops #15644 7:15p-10:15p Horseless Carriage Meeting	6 9:15a-10:15a Jazzercise TH at 9:15am 10:30a-11:30a Yoga for Healthy Aging: Ages 45+ #184011 12p-10p City Planning Meetings	7 4p-5p Gibson Wedding	8 7a-12p PPD Cars and coffee 2p-11p Gibson Wedding
9 8a-2p Piedmont Community Church Picnic 4p - Close Vejby Agarwal Wedding Reception	10 Open - 12a Vejby Agarwal Wedding Reception 6a-7a Jazzercise MWF at 6am 9:15a-10:15a Jazzercise MTWFSa at 9:15am 11a-12:30p Sharlyn Dance 7p-9p Bagpipe Band #184001	11 9a-12p Children's Support League Meeting 2:30p-3:30p Yoga for Healthy Aging: Ages 45+ #184009 5:15p-6:30p Yoga Essential Basics: Tuesdays #184005	12 6a-7a Jazzercise MWF at 6am 9:15a-10:15a Jazzercise MTWFSa at 9:15am	13 9:15a-10:15a Jazzercise TH at 9:15am 10:30a-11:30a Yoga for Healthy Aging: Ages 45+ #184011	14 6a-7a Jazzercise MWF at 6am 9:15a-10:15a Jazzercise MTWFSa at 9:15am 3p - Close Laura and Ndu's Wedding	15 Open - 12a Laura and Ndu's Wedding 8a-1p Piedmont Soccer Club Picture Day 3p - Close Mercurio Wedding
16 Open - 12a Mercurio Wedding 3p-11p Oh Wedding	17 6a-7a Jazzercise MWF at 6am 9:15a-10:15a Jazzercise MTWFSa at 9:15am 11a-12:30p Sharlyn Dance 7p-9p Bagpipe Band #184001	18 2:30p-3:30p Yoga for Healthy Aging: Ages 45+ #184009 5:15p-6:30p Yoga Essential Basics: Tuesdays #184005	19 8:30a-3p PGC 2018-19 Meetings #15335	20 9:15a-10:15a Jazzercise TH at 9:15am 10:30a-11:30a Yoga for Healthy Aging: Ages 45+ #184011 6p-10p Parent Info Night/ Natasha Singh	21 6a-7a Jazzercise MWF at 6am 9:15a-10:15a Jazzercise MTWFSa at 9:15am 12p-11p Swisher/Draper Wedding	22 2p - Close Aldrette/Paige Wedding
23 Open - 12a Aldrette/Paige Wedding 2p - Close Kate & Simon Wedding	24 Open - 12a Kata & Simon Wedding 6a-7a Jazzercise MWF at 6am 9:15a-10:15a Jazzercise MTWFSa at 9:15am 11a-12:30p Sharlyn Dance 2p-11p Rhett and Trang's wedding	25 9:15a-10:15a Jazzercise MTWFSa at 9:15am 2:30p-3:30p Yoga for Healthy Aging: Ages 45+ #184009 6:30p-7:30p Jazzercise Tu at 6:30pm 8p-9p Sharlyn Dance	26 8:30a-3p Senior Meetings 3:30p-9p Sharlyn Dance	27 9:15a-10:15a Jazzercise TH at 9:15am 10:30a-11:30a Yoga for Healthy Aging: Ages 45+ #184011	28 6a-7a Jazzercise MWF at 6am 9:15a-10:15a Jazzercise MTWFSa at 9:15am 6p-11p Movie in the Park	29 8a-8p Harvest Festival

A

801 Magnolia Avenue East Wing at 801 Magnolia

Monthly Calendar For October 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 9:30a-10:30a Creative Arts: Kinetic Kids -- 184042 1:30p-2:30p Creative Arts: Pre-Ballet and Tap Dance -- 184050 4p-5p Creative Arts: Beginning Ballet and Tap Dance Level 2 -- 184049 5:30p-7p Berkeley Chess School	3 9:30a-10:15a Creative Arts: Kindermusik "Wiggle & Grow" (16 mos to 4 yrs) -- 184040 10:30a-11:15a Creative Arts: Kindermusik "Sing & Play" (0 to 18 months) -- 184039 2:15p-4:15p Healthy Friendships / Healthy Relationships (8th) #184155	4 9:30a-10:15a Creative Arts: Kindermusik "Sing & Play" (0 to 18 months) -- 184038 10:30a-11:15a Creative Arts: Kindermusik "Wiggle & Grow" (16 mos to 4 yrs) -- 184041 5:15p-6:30p Yoga Essential Basics: Thursdays #184007	5 9a-10a Creative Arts: Kinetic Kids -- 184044 10:30a-11:30a Creative Arts: Pre-Ballet and Tap Dance -- 184051 2:30p-3:30p Creative Arts: Kinder Ballet & Tap -- 184046 3:30p-4:30p Creative Arts: Beginning Ballet and Tap Dance -- 184047 4:30p-5:30p Creative Arts: Beginning Ballet and Tap Dance -- 184048 5:30p-6:30p Enrichment Programs: Pre-Ballet and Tap Dance -- 184201	6
7	8	9 9:30a-10:30a Creative Arts: Kinetic Kids -- 184042 1:30p-2:30p Creative Arts: Pre-Ballet and Tap Dance -- 184050 4p-5p Creative Arts: Beginning Ballet and Tap Dance Level 2 -- 184049 5:30p-7p Berkeley Chess School	10 9:30a-10:15a Creative Arts: Kindermusik "Wiggle & Grow" (16 mos to 4 yrs) -- 184040 10:30a-11:15a Creative Arts: Kindermusik "Sing & Play" (0 to 18 months) -- 184039 2:15p-4:15p PMS/PHS Teen Workshops: Healthy Friendships / Healthy Relationships (6th) -- 184153	11 9:30a-10:15a Creative Arts: Kindermusik "Sing & Play" (0 to 18 months) -- 184038 10:30a-11:15a Creative Arts: Kindermusik "Wiggle & Grow" (16 mos to 4 yrs) -- 184041 12p-2p Small Group Piano Preparation Class 5:15p-6:30p Yoga Essential Basics: Thursdays #184007	12 9a-10a Creative Arts: Kinetic Kids -- 184044 10:30a-11:30a Creative Arts: Pre-Ballet and Tap Dance -- 184051 2:30p-3:30p Creative Arts: Kinder Ballet & Tap -- 184046 3:30p-4:30p Creative Arts: Beginning Ballet and Tap Dance -- 184047 4:30p-5:30p Creative Arts: Beginning Ballet and Tap Dance -- 184048 5:30p-6:30p Enrichment Programs: Pre-Ballet and Tap Dance -- 184201	13 10a-12p Aftab Kids
14 10a-12p PMS/PHS Teen Workshops: Healthy Friendships / Healthy Relationships (6th) -- 184152 1p-3p PMS/PHS Teen Workshops: Healthy Friendships / Healthy Relationships (9th) -- 184156	15 4p-9p Rec. Basketball Drafts	16 9:30a-10:30a Creative Arts: Kinetic Kids -- 184042 1:30p-2:30p Creative Arts: Pre-Ballet and Tap Dance -- 184050 4p-5p Creative Arts: Beginning Ballet and Tap Dance Level 2 -- 184049 5:30p-7p Berkeley Chess School	17 9:30a-10:15a Creative Arts: Kindermusik "Wiggle & Grow" (16 mos to 4 yrs) -- 184040 10:30a-11:15a Creative Arts: Kindermusik "Sing & Play" (0 to 18 months) -- 184039 2:15p-4:15p Healthy Friendships / Healthy Relationships (7th) #184154	18 9:30a-10:15a Creative Arts: Kindermusik "Sing & Play" (0 to 18 months) -- 184038 10:30a-11:15a Creative Arts: Kindermusik "Wiggle & Grow" (16 mos to 4 yrs) -- 184041 12p-2p Small Group Piano Preparation Class 5:15p-6:30p Yoga Essential Basics: Thursdays #184007	19 9a-10a Creative Arts: Kinetic Kids -- 184044 10:30a-11:30a Creative Arts: Pre-Ballet and Tap Dance -- 184051 2:30p-3:30p Creative Arts: Kinder Ballet & Tap -- 184046 3:30p-4:30p Creative Arts: Beginning Ballet and Tap Dance -- 184047 4:30p-5:30p Creative Arts: Beginning Ballet and Tap Dance -- 184048 5:30p-6:30p Enrichment Programs: Pre-Ballet and Tap Dance -- 184201	20 10a-12p Aftab Kids
21	22 6:45p-8:45p Parenting Group	23 9:30a-10:30a Kinetic Kids #184043 1:30p-2:30p Creative Arts: Pre-Ballet and Tap Dance -- 184050 4p-5p Creative Arts: Beginning Ballet and Tap Dance Level 2 -- 184049 5:30p-7p Berkeley Chess School	24 9:30a-10:15a Creative Arts: Kindermusik "Wiggle & Grow" (16 mos to 4 yrs) -- 184040 10:30a-11:15a Creative Arts: Kindermusik "Sing & Play" (0 to 18 months) -- 184039 2:15p-4:15p Healthy Friendships / Healthy Relationships (8th) #184155	25 9:30a-10:15a Creative Arts: Kindermusik "Sing & Play" (0 to 18 months) -- 184038 10:30a-11:15a Creative Arts: Kindermusik "Wiggle & Grow" (16 mos to 4 yrs) -- 184041 12p-2p Small Group Piano Preparation Class	26 9a-10a Creative Arts: Kinetic Kids -- 184044 10:30a-11:30a Creative Arts: Pre-Ballet and Tap Dance -- 184051 2:30p-3:30p Creative Arts: Kinder Ballet & Tap -- 184046 3:30p-4:30p Creative Arts: Beginning Ballet and Tap Dance -- 184047 4:30p-5:30p Creative Arts: Beginning Ballet and Tap Dance -- 184048 5:30p-6:30p Enrichment Programs: Pre-Ballet and Tap Dance -- 184201	27 10a-12p Aftab Kids
28	29	30 9:30a-10:30a Kinetic Kids #184043 1:30p-2:30p Creative Arts: Pre-Ballet and Tap Dance -- 184050 4p-5p Creative Arts: Beginning Ballet and Tap Dance Level 2 -- 184049 5:30p-7p Berkeley Chess School	31 9:30a-10:15a Creative Arts: Kindermusik "Wiggle & Grow" (16 mos to 4 yrs) -- 184040 10:30a-11:15a Creative Arts: Kindermusik "Sing & Play" (0 to 18 months) -- 184039			

September 2018						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 12-3 Gallery Hours-Vision
2 12-3 Gallery Hours-Vision	3 4:00 East Bay Choir Class	4 7:30 Life & Death	5 7:30-2:00 BNI	6 6:30 Joe Gold Concert	7	8 12-3 Gallery Hours-Printmakers
9 12-3 Gallery Hrs-Printmakers	10 4:00 East Bay Choir Class	11	12 7:30-2:00 BNI	13	14 5:00 Printmaker Reception	15 12-3 Gallery Hrs Printmakers 7:00 Harvest
16 12-3 Gallery Hrs Printmakers	17	18	19 7:30-2:00 BNI	20	21	22 12-3 Gallery Hrs Printmakers 7:00 Trio Foss
23 12-3 Gallery Hrs Printmakers	24 4:00 East Bay Choir Class	25 4:00 East Bay Choirs Class	26 7:30-2:00 BNI	27 7:30 Tiffany Austin	28 5:00 9th Annual Brewing Compt	29 12-3 Gallery Hrs Printmaker 7:00 Lee Trio
30 12-3 Gallery Hrs-Printmaker 4:30 GCCP						



**Item #6 –1st Reading of Ord. 758 N.S. Renewal of Piedmont Center for the Arts Lease
Correspondence Received Before 3:30 p.m. on Monday, November 16th**

Dear City Council members,

I have seen many comments in the media from members of our community regarding the proposed extension of the 120 Vista lease. Some have said that there's no hurry to act immediately, since the current 10-year \$1 per year lease doesn't expire until the middle of 2021. Those commenters have asked for town hall meetings to explore the use of this property, and to solicit broader public comment. The current tenant said that this lead time is necessary to allow the tenant to know what may be booked. For the purposes of my comments to the City Council today, I'll accept the tenant's position, even though COVID-19 has totally upended the arts.

I'd like to suggest that the Council consider a solution that addresses the concerns of both sides: extend the lease, but for no longer than two years. Further extensions could be considered as appropriate. This would allow the planning to proceed for the nearby pool complex, the Council to consider what is needed to address seismic safety of our police and fire buildings, and the holding of town hall meetings to receive public comment about the City center's future.

Thank you for the opportunity to comment.

Kathleen Quenneville

Dear City Council Members,

I'm writing today about the agenda item on the November 16th City Council Meeting relating to renewing the lease for the city owned space at 801 Magnolia. I'm a Piedmont parent, an arts lover, a Theater Bay Area adjudicator, and I've worked and volunteered at several professional arts organizations. While I'm pleased that city owned space is being dedicated to preserving and celebrating the arts community in Piedmont, I'm concerned with several aspects of the proposal and agreement.

1.) The lease is not up for renewal until April 2021 so I'm unclear why this is being handled five months before that deadline. Why has there not been any community input regarding the decision to renew the lease? If it's a community space, the community should be involved in a more holistic way to determine that the proposed use is the best use of this resource. Can we not use the next few months with the new administration to address and resolve this issue? Why the rush before the current agreement is over?

2.) As someone who was involved in the UU campaign, I know that the city needs revenue to fix crumbling infrastructure. Why would we allow one non profit to rent for \$1 per year while they earn revenues from the use of this incredible valuable resource? I'm grateful an all volunteer run organization has taken responsibility and done an incredible job restoring the space but if they earn income, they should be paying rent similar to the office space currently being rented.

3.) The proposal talks about better collaboration with other non profits or school groups in Piedmont but provides no structured oversight for such collaboration. In my experience and the experience of others I've talked with, use of the facility is very restricted and collaboration is very limited. Can there not be documented requirements regarding this collaboration and stipulations about how often other organizations or private individuals can gain access? It feels now like a handful of people are making decisions that impact the entire community.

4.) The proposal mentions that the space is mostly intended for adults and seniors as PRD handles arts related activities for youth. I believe the space can be better used by all members of the community including the youth. My daughter, now 14, participated in a camp there in 2nd grade run by a private non profit who rented the space but there are essentially little to no opportunities for youth to enjoy the space now.

I so appreciate your dedication to allowing the arts to flourish in Piedmont but I urge you to slow down, solicit input from the community, establish oversight, clarify collaboration stipulations and re-think the \$1 rental rate.

Thanks for your consideration.

Rachel Long

Dear Mayor McBain and Council,

I urge Council members to speak up and continue this hearing until critical documents are made public followed by a wider community outreach. "PCA had made a commitment to transparency . . . not contained in the proposed lease agreement (Staff report)." Have PCA honor their "commitment" and release all minutes. Any new lease proposal must include publication of all minutes.

"PCA is a tax-exempt 501(c)(3) organization in good standing (ibid)." Has PCA received any legal memos as to current tax status? Kindly inquire.

The passage of UU means a complete revitalization of the City Center. In 2016 the City changed the zoning of the City Center by adding commercial use specifically naming "local newspapers and beverage stands." Beyond the PCA art endeavors, 801 Magnolia can be made available to a much wider range of activities, both artistic and commercial. The staff report states a new direction including "broad, fair and equitable community access," however a lease renewal leaves control with PCA. PCA can continue to turn away groups as they have in the past. Limiting groups and activities is under the control of the sub-lessee and this practice prevents wider use.

Many commercial activities as revenue sources are not explored in the staff report. Additionally, revenue source comparisons are made to the Veterans Hall; this is an apple to orange comparison as 801 Magnolia is a far more attractive space that can accommodate a wider range of activities. PCA's Founder and past Board president has listed out potential revenue sources annually of \$240,000 to \$300,000. Instead of increasing taxes on residents, look to 801 Magnolia as another revenue source as well as an Art venue. Both can happily coexist.

PCA will extend invitations to include a PRD staff person as well as the Mayor or designee to participate as non-voting liaisons (ibid)." This is meaningless unless these two additions have voting power.

“The office space could be rented at an estimated market rate of \$50 square foot (ibid).” Is the sub-lessee paying \$50 per square foot? What is the amount?

The 2011 Art Center incorporation states: “The specific purpose of this corporation is to promote artistic endeavors for youth within the Piedmont community.” Councilman Rood wrote in 2011 “A minimum of 750 hours must be provided to PUSD at no cost.” I also advocated for free youth time. No time was given to PUSD and PCA continues to accumulate assets (2018 net assets: \$336,631). There is no commitment from PCA for free youth time.

With a new Council being sworn in soon, give the community more time and documentation. The lease has eight months remaining and covid has shut down all programs. Take a more comprehensive look at the wider needs of our community. There is no genuine need to rush this lease renewal for taxpayer purchased 801 Magnolia.

Stay well,

Rick Schiller

City Council:

As a City Council member at the time the 801 lease was approved in 2011, I can attest that the City’s goals in leasing the space were two: to have improvements made to the building by a third party at no cost to the city and, in so doing, to provide community access to the building. Council held a public hearing to consider ideas and proposals on how to achieve these two goals and selected PCA as the tenant. PCA subsequently limited community access to “arts-related community organizations” which, while perhaps well intended, has limited the use of this public space, causing the building to go largely unused. Staff claims to have addressed these issues (equitable community access; diversification of programming; and maximum utilization of space) in the draft lease before you tonight. I think the best way to assess whether staff is right is to, as Council did in 2011, initiate a robust public process to obtain public input. Assessing community interest on this matter at the first reading of a new lease is at best, inefficient, and at worse, disingenuous. Table the first reading tonight and direct staff to initiate public outreach on uses for the building and terms of the lease. So doing will give the community time to understand this proposal and develop creative ideas for using 801, a goal I think everyone wants.

Hopefully you will, which will provide staff time to correct some deficiencies in the draft lease:

Section 9: Termination: the termination clause is not in the best interests of the City. There is no clause allowing the City to cancel the lease immediately in the event of an emergency, such as an earthquake or a pandemic. Were city buildings to be closed due to an earthquake in the next 3 years, the City could not terminate the lease to use 801 to provide needed space for employees or services to the public. After 3 years, the City would have to provide 1-year notice, rendering the emergency use of 801 moot. And a huge loophole is that Facilities only refers the Police, Fire and Recreation buildings. Were School Mates, Community Hall or City Hall to be closed due to earthquake, the City could not reclaim 801 for their uses. Perhaps the City Attorney can identify other authority whereby the City could take control of 801 under a shorter time frame.

This emergency use is especially relevant for providing safe workplaces to our city employees as new state regulations will require additional distancing and ventilation in workplaces to address COVID-19 (<https://www.dir.ca.gov/oshsb/documents/COVID-19-Prevention-Emergency-txtbrdconsider.pdf>). The City could well use the 801 space now to provide safe working conditions to city employees and bring back services to city residents. The termination clause should give the city immediate authority to terminate the lease in the event a state of emergency is declared or 90 days in all other cases.

Section 15. Transfer: This section should clarify who shall provide written consent as landlord. My understanding is that the City Administrator currently provides that consent. In the spirit of transparency, this role should be assigned to City Council. There was some confusion by the previous administrator that facility rental required his consent; that was a misinterpretation. Tenancy of the space will not occur that often and City Council should make the determination of the sub-tenants for the building. Better define who constitutes the Landlord and their authority.

Section 4. Landlord's Right of Entry, sections 4.b and 4.c.: Fundamentally, to correct the issues that staff has identified, the City needs to become the "gatekeeper" for the building. As the PCA scheduling calendar shows, the exclusive area of the buildings is being used at very limited and fixed times. Yet the lease requires the City to book the majority of time through consultation with and ultimate approval of the PCA board. This is a very inefficient process to schedule the building. Given PCA's limited use of the facility, the lease should assign those times to the organization and give scheduling authority to the Recreation Department. PCA would acquire additional access by scheduling through the City, as other organizations would.

Section 3. Use of Leased Premises and Operating Standards. This section allows PCA to rent the facility for other than "Approved Uses". For example, Section 3.1, "Tenant shall use the Leased Premises for Approved Uses only except as provided by this Section 3.1 and Section 15.1. Tenant shall not use nor permit the use of the Leased Premises for any other purpose without the Landlord's prior written consent." Likewise, section 15.1 "Tenant shall have the right to charge user fees for activities other than Approved Uses, but only upon the prior written consent of the City Administrator." Why is the City allowing PCA to rent the facility for non-approved uses, especially as the lease asserts PCA's right to veto uses the City proposes for the facility? This gives PCA incredible authority to lease to non-arts and non-community-based organizations, subject to landlord approval. This may be how the Oakland Business Network, a non-arts and non-community-based organization, has been able to rent the facility for years while Piedmont-based organizations have been prohibited. Modify the lease to allow PCA to rent to only arts-based or community-based organizations.

Garrett Keating

Dear Piedmont City Council,

I am aware of the plan to renew and lengthen the terms of a very lucrative leasing arrangement with an entity that is not interested in serving the Piedmont community; as a Piedmont citizen I do not agree with this, as public buildings should be for the use of the public. When under different leadership, I participated in many theatrical events and attended many wonderful

lectures at the Center, and can tell you that the building is beautiful, charming, and can certainly be put to superb good use for the community in myriad ways beyond what it offers now. Please consider delaying your vote on this decision; I do not think continuing the current lease is in the best interest of Piedmonters.

Thank you very much for your consideration,

Anna Kritikos

I am concerned that the city council is considering renewing the lease for the Piedmont Center for the Arts without considering the Piedmont community's needs and what other options might better meet the community's needs. It seems like this process is being rushed since the lease doesn't need to be renewed right now. I hope that you will take some time to explore other options and not simply renew the lease.

Thank you,
Katie Van Den Bos

Dear City Council Members,

I am writing tonight in regards to item #6 on your agenda for tomorrow evening's City Council meeting: Approving a Lease Agreement with Piedmont Center for the Arts on City Property, 801 Magnolia Avenue.

I am 100% supportive of this space being used for the promotion and enjoyment of the arts in Piedmont. However, I understand that the Center for the Arts has held this lease for 10 years and that you are preparing to approve a 10 year extension without broader community input as to how this space can best be put to use in service of arts organizations throughout our community.

As the PCA lease does not expire for another 8 months, I'd like to respectfully urge you to hold off making this decision. Instead, I hope you'll create a process or forum for engaging arts leaders and students from within our community to provide their input on how this significant gift of space can be most equitably and effectively used.

PCA may well be the right tenant for 801 Magnolia. But this renewal can serve as a perfect mechanism for ensuring that the organization carries forward with the interests of the broadest possible constituency in mind.

Thank you for taking this request into consideration.

Georgia Collins

Dear Councilmembers,

We are a group of parent and community volunteers who advocate for and promote arts education in our schools and our community. While we are grateful to the PCA for all they have

done to promote and celebrate the arts in Piedmont, we respectfully ask for more time for community input before the ten-year lease for 801 Magnolia is renewed. The active and vibrant Piedmont arts community should come together to explore how the Piedmont Center for the Arts can best serve Piedmont artists of all ages and creative interests.

In particular we would like to see the PCA engage with and nurture the young artists of our community, who could benefit from the knowledge, creativity and experience of older generations of Piedmonters. We imagine a vibrant and inclusive space that could become a model of artistic excellence and arts education. We are grateful that Piedmont values the arts, and we would love the opportunity to work with the city to ensure that 801 Magnolia becomes a space that brings our entire community together in celebration of the arts.

Sincerely,
The Piedmont Arts Fund Committee

Rebecca Posamentier
Jane Lin
Christiana Reining
Siobhan Hughes
Amanda Ward
Shari Fuji
Kristen Hatcher
Sunny Saperstein
Susan Waitkus
Anna Chambers
Etienne Fang

Hello,

I understand that the lease for the PCA is being determined tonight and I wanted to comment on equity of access. As the PHS Visual & Performing Arts Chair, we would love to have our programs be able to have access to the PCA to have professional art shows as there is no gallery at PHS and smaller performances for Vocal & Instrumental Music, Dance, and Acting. While at the start of the PCA we attempted to do so with Visual Arts, and are now doing so in a limited capacity for Acting as the new theatre is being built, it has been difficult to access to the point of no longer attempting to have student performances and shows at the PCA. While we appreciate that there is a Center for the Arts in such a small town, it would be amazing if the student programs at PUSD had easier access to utilize the space.

Best,
Gillian Bailey

Good Morning Piedmont City Council Members,

I am writing in regards to the first review of the lease agreement with the Piedmont Center for the Arts. I would like to ask you to slow this process down and take some time to **actively** reach

out to the broader community to explore how the community would like to use this valuable city asset.

I am very impressed by the generous support the city has provided to Piedmont Center for the Arts and the development of an arts community in our small town. I understand that PCA has done a lot of work to rebuild the city building in exchange for no rent. This sort of city subsidy is very generous and thoughtful, and it was mutually beneficial to the city. That agreement was 10 years ago, and things have changed. Have you spent any time reaching out to the community to determine if and how to best continue that support in the future?

The lease restricts city access and use and gives PCA broad control over a city asset for no cost. While I appreciate that non-art members can use the space if it is available, within a 40 day period, but in reality that is very restrictive. Yes, sometimes there are emergent needs that it could be accessed for, but much individual, non-profit, and corporate entities needs more than 40 days to secure a space and plan an event. Why is the city forfeiting this great space with little regard to other potential uses.

Personally I have tried to access the space for a non-profit event and for teen healthy relationship programming, but was turned down due to them not being art events. I respect the PCA rules on this, but am confused why I have seen other non art related non-profits host events there and why a business community has regular meetings there. The inconsistency and lack of transparency is inappropriate for city space. Who has control and access is a fair question for the broader community to discuss.

Please slow this process down and take time to have a community conversation on what the city values, and how we want to use our spaces.

Thank you for your time and your service.

Regards,

Shannon Rogers

Hi, I understand the use of this facility is on the agenda for tonight's meeting. I would appreciate it if the council were to take more time to weigh the use for the building and gather community input. Thank you for your consideration.

Carey Valentine

RICHARD W. RAUSHENBUSH

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

November 14, 2020

Dear Sara and City Councilmembers:

I am writing to address Item 6 on the November 16, 2020 City Council Agenda, “Introduction and 1st Reading of Ord. 758 N.S. - Approving a Lease Agreement with Piedmont Center for the Arts for City Property at 801 Magnolia Avenue.” For the reasons set forth below, I request that the City Council defer consideration of approving this lease agreement and refer the future use of 801 Magnolia Avenue to the Recreation Commission to obtain further public input. Because the current lease does not expire until June 3, 2021, there is no reason for this unseemly rush to approve a new lease without soliciting and considering public input on how to maximize the public benefit from this City-owned building.

In 2011, in exchange for a 10-year rent free lease, the Piedmont Center for the Arts, Inc. (PCA) agreed to perform deferred maintenance on an under-utilized City building at 801 Magnolia Avenue and devote the space to community use. During the last nine years, PCA rented out the City-owned space for certain arts-related events, a commercial sub-tenant, and a business group, but has turned away other community uses. Now, PCA seeks another rent-free 10-year lease, seeking to maintain its focus on arts-related events.

The question for the City Council is what is in the best interests of City residents as a whole. While PCA has performed a public service by hosting art events, the City needs to take time to carefully assess its own needs, why PCA should control uses of a City-owned building, and whether the City’s subsidy of PCA is fair and efficiently supports arts in Piedmont.

(1) If City residents approve financing, will the City need the 801 Magnolia space to facilitate infrastructure improvements? The City does not know at this point. The proposed lease to PCA would not permit the City to take back the space for three years (likely 2024) at the earliest (Section 9.2), and only for renovations of Police, Fire or Recreation (Section 1.8), and require the City to try to find another City-owned property for PCA (Section 9.2(a)). That’s not prudent planning—and PCA is paying nothing to obtain the right to block City progress.

(2) Does the City need additional space now to provide services or programs to the

community? The Staff Report does not answer that question directly. The proposed lease would allow City-Sponsored Activities, but only (i) with advance notice, (ii) if the City cannot go elsewhere, (iii) if the City mitigates PCA's concerns about "unreasonable interference" with "Tenant's use," and (iv) if the City tries to relocate its activity is PCA asks. (Section 4.2(c)). In the past, PCA has blocked use of the space other than for gallery viewing to maintain quiet for its sub-tenant—and "subletting" is an "approved" Tenant use in the proposed lease (Section 1.1). Why, exactly, would the City agree on all these limitations on its right to use a City-owned building for the benefit of City residents? Why aren't the City's needs paramount?

- (3) Measure TT, which the City stated was needed to fund maintenance, failed. Should the City rent out 801 Magnolia to provide revenue to the City? The Staff Report suggests that either long or short term rental of the space would raise about \$20,000 per year or \$200,000 over the PCA's 10-year lease term. That seems low, as PCA in 2019 received \$38,000 in "rental" and \$24,000 in "venue rental" income, despite limited use. The proposed lease allows the City to rent out 801 Magnolia, but if and only if PCA has not scheduled Tenant uses (including subletting), with advance notice, and not unreasonably interfering with PCA's use. (Section 4.2(b)). Why, again, would the City agree to these limitations on its use of a City-owned building to earn revenue to provide services to City residents? Particularly when PCA is not paying rent?
- (4) Why would the City provide 801 Magnolia to PCA rent-free? In 2011, PCA agreed to perform substantial work on the building; in the proposed lease, PCA commits to just basic maintenance. The Staff Report notes that the Piedmont Education Foundation, a non-profit benefiting City residents by helping fund the schools, pays the City \$19,000 in rent for comparable space. Does the City provide any other City space to Piedmont groups rent-free? If the City goal is to subsidize arts in Piedmont, (a) why only arts and (b) the City makes no effort to limit the rent that PCA charges to no more than needed to cover operational expenses.
- (5) Does the proposed lease ensure that 801 Magnolia is available to all Piedmonters for community use? In the past, PCA has turned away those who did not meet its definition of "arts-related." The Staff Report says PCA agrees to more diverse programming, but the proposed lease would narrow PCA's Approved Uses from a "venue for exhibits and performances" to "arts-related" activities, plus its sub-lease. (Section 1.1). Why should the City allow PCA to decide what "arts-related" events may use a City building? Further, with the new PUSD performing arts center coming soon, why should community uses of 801 Magnolia be limited to "arts-related" uses?

In my view, the Staff Report does not adequately address any of these questions. The City would be best served by referring this issue to the Recreation Committee to obtain public input on the future uses of 801 Magnolia that will be serve our community.

Rick Raushenbush

Dear Council Member:

Oh My Goodness! I do not envy you this task of trying to fit a square peg into a round hole for this upcoming Ordinance Reading of a lease for a portion of 801 Magnolia! Because it actually cannot be done. At a **minimum** you will need to table this "Reading" in order to amend the proposed lease to provide contingencies protecting both the City and The Piedmont Center For The Arts entity. The actual appropriate procedure at this point would involve seeking serious legal and tax advice, which I am confident will lead to the conclusion that this proposed lease is a very ill-advised action for the City to take.

THE EXISTING ROUND HOLE

1. Piedmont City Code Section 17.22.020 cites as a "permitted use" for Zone B **a nonprofit entity**. In the case that The Piedmont Center For The Arts, Inc ("PCA") lost its nonprofit status, the City's leasing city property to it in Zone B would no longer be permitted. Additionally, since IRS required all of PCA's assets to be irrevocably dedicated to charity, a loss of its exempt status would mean such assets would have to be distributed to other charities.

2. The "charitable purpose" of PCA in 2011 was to "lessen the burdens of government" by taking on the renovation of a public building which had been a wasting city asset for 8 years. City Administrator Grote made the finding, at the time, that the PCA's proposed activities were the government's burden (See Video of Council Meeting, March 7, 2011). The stated intention of PCA, at that time, was, after raising private money & fixing it up, to lease the premises for the purpose of providing Exhibit and Performance space for the arts for free. There was no objective statement, at the time, that the City considers the exhibiting and presentation of performance arts to be the government's burden. Thus the free "arts" space was not charitable because it lessened a government burden; rather because it was furnished to Piedmonters with donative intent.

3. Section 1.501(c)(3) of the Income Tax Regulations provides that in order to be exempt as an organization described in such section, the organization must be one that is both organized and operated **exclusively** for one or more of the purposes specified in that section, i.e. charitable, educational, literary. PCA does not carry on active educational services or publishing or book selling services; it only acts as an intermediary between the City (as owner of the building) and arts rental users. Therefore there must be a finding of an "exclusively charitable purpose" in its organization and operation **in order for PCA to retain exempt status**.

4. The current "services" provided by PCA consist of booking the venue for performances and art exhibits. The Staff Report dated Nov. 16, 2020, states its finding that PCA's "primary exempt purpose is to 'provide an affordable rental venue for artists to showcase their talents.'" The Staff Report further expresses its opinion that "with Piedmont Community Hall and the Piedmont Veteran's Memorial Building as a frame of reference, PCA's usage fee schedule indicates it is an affordable rental venue. **Unfortunately, this is not the right question or standard for a claim of nonprofit status**. And it is not an acceptable "primary exempt purpose" just to provide a rental venue that is cheaper than the \$840 charged by the Community Center or the \$700 charged by the Veteran's Hall. This purpose completely **lacks the donative intent required for exempt status**.

4. According to the PCA's filed tax returns for 2018 & 2019, the **rental fees** charged "for the arts" in 2018 were **29% above PCA's actual costs**; in 2019 such rental fees were 11.6% above their actual costs. It is hard for an exempt organization to sell services, even below market but above cost, and have those services considered part of an exempt activity.

5. IRS Rev. Ruling 72-369 (attached as Exhibit. A) found that the organization in question in that

Ruling was regularly carrying on services for a fee that ordinarily would be carried on for profit. "The fact that the services in this case are provided at cost and solely for exempt organizations is not sufficient to characterize this activity as charitable within the meaning of section 501(c)(3) of the Code. **Furnishing the services at cost lacks the donative element** necessary to establish this activity as charitable. Accordingly it is held that the organization's activities are not charitable and therefore the organization does not qualify for exemption under section 501(c)(3)."

6. PCA does not actively solicit donations, or rely on donations to "subsidize" its rental fees to artistic groups. PCA operates a commercial website and has substantial advertising expenditures (According to PCA's tax returns, these were 19% of total costs in 2018,; 27% in 2019.). Its clients are private. These are all "commercial" characteristics of what is, in essence, a very profitable real estate operation.

7. The actual services provided by PCA are "commercial in nature". It rents out a building to performers, a business group (BNI) and a commercial sub-tenant at a profit. It is hard not to conclude that PCA operates as a for-profit entity. It maintains substantial unrestricted cash accounts and investments.

8. The Staff Report finds that "PCA's 2016-2019 tax forms indicate compliance with the requirements of retaining tax-exempt status." This appears to be accurate for the tax period cited. However, when the data from the year 2020 is added to the 5 year cumulative tabulation used to justify such status, PCA will no longer comply. Under Section 509(a)(2) of the IRS Code, an exempt organization may not receive more than 1/3 of its total support from gross investment income. At the due date of its 990 Tax Return on May 15, 2021, PCA's 2020 return will no longer be able to support that requirement of retaining tax-exempt status. I have verified this with a CPA specializing in exempt organization taxation.

9. The reported gross revenue of the Community Center in Fiscal Year 2018-2019 was \$449,482 (As reported by the City Clerk.). During Calendar Year 2019, the PCA was un-used for over 65% of its available time (measured by the 9.5 daily hours available at other Rec. facilities). The lost "opportunity cost" here by the City is upwards of \$260,000 and those would not be from activities taken away from other facilities. The demand for Recreation Department programs has only been increasing; every year many applications for space have to be turned down (See Exhibit B for rental revenue estimates of the 801 facility.).

THE PROPOSED SQUARE PEG

1. The proposed Lease Agreement, as a contract between the City of Piedmont and the PCA, does not provide any benefit to the City. Ordinarily, something of value has to change hands. The proposed Agreement states that some unspecified benefit, some "consideration" **has already been received** by the City in exchange for them handing over control of their City building for 10 years. "In consideration of other good and valuable consideration, receipt and sufficiency of which is **hereby** acknowledged. ." Mere words are insufficient if the benefit of the bargain is not specified. This Agreement says, basically, the City gets nothing but PCA gets control of its building for 10 years and can charge what it likes to whomever it is willing to rent to. The City may want to do this give-away, but the Proposed Lease Agreement may be questionable as a valid contract without something of value flowing to the City from this deal.

2. **The City may not make a gift of public funds.** Providing a City-owned building rent-free is the same as giving away revenue that belongs to City residents. In 2011 PCA committed to renovating 801 Magnolia with donated private funds. In the Proposed Lease Agreement, PCA does not commit to providing any work to offset government expense, much less an amount commensurate with what

could be earned by the Recreation Department renting out the facility.

3. Staff Report says PCA **will** maintain and improve the City building and **will** provide low-cost arts programming to the community ; however the **actual lease terms** say that PCA is “authorized” to make major and minor alterations, not required, and has **the “ability”** to rent the venue to performing arts groups plus **the right** to charge user fees for non-arts rentals to BNI, (the business networking group), garden clubs, even the Piedmont Ed. Foundation (See P 15.1).

4. The prior lease gave PCA a 10 year lease in exchange for the City’s **“requirement”** that PCA make improvements to the property specified in the lease. Tenant was **required** to do all the specified construction & work, and to maintain all portions of the premises with City maintaining only the landscaping and sidewalk. Tenant was **required** to promptly remove litter, graffiti and all trash from the area immediately surrounding the premises as well as the storage areas. This Proposed Agreement has City maintaining all exterior, all structural integrity (including seismic) plus landscaping and sidewalk maintenance. PCA no longer has to even pick up the trash left by renters or others using the side patio or front lawn.

BOTTOM LINE

This Proposed Lease Agreement, as written, lacks any standards or requirements for the operation of a private group given control of a public building. There are no requirements for PCA to fairly rent the facility to all Piedmonters at, or below, rates reflecting its minimal costs. It cites unspecified past consideration as what the City is getting in addition to its \$1.00, which = nothing. It contains no contingent provisions, in favor of the Landlord, providing for consequences if the Tenant loses its nonprofit status. It contains zero provisions for what might happen to the nonprofit’s considerable assets in the event of loss of its nonprofit status.

A rushed and ill-considered Proposal coasting on prior good will. I urge you to examine the consequences of trying to make this all fit together. . .and to what end? The popular exhibits & performance offerings of The Piedmont Center can be retained by giving it free hours of usage in a Recreation Department-run building. For 20 years such an arrangement was made by the PUSD with The Piedmont Light Opera Theatre, resulting in wonderful summers of theatrical musicals enjoyed by all.

-Nancy Lehrkind

Rev. Rul. 72-369, 1972-2 C.B. 245

An organization formed to provide managerial and consulting services at cost to unrelated exempt organizations does not qualify for exemption under section 501(c)(3) of the Code; Revenue Ruling 71-529 distinguished.

Advice has been requested whether an organization that otherwise qualifies for exemption from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 is operated for charitable purposes when engaging in the activities described below.

The organization was formed to provide managerial and consulting services for nonprofit organizations exempt from Federal income tax under section 501(c)(3) of the Code to improve the administration of their charitable programs.

The organization enters into agreements with unrelated nonprofit organizations to furnish managerial and consulting services on a cost basis. The services consist of writing job descriptions and training manuals, recruiting personnel, constructing organizational charts, and advising organizations on specific methods of operation. These activities are designed for the individual needs of each client organization.

Receipts of the organization are from services rendered. Disbursements are for operating expenses.

Section 501(c)(3) of the Code provides for the exemption from Federal income tax of organizations organized and operated exclusively for charitable or educational purposes.

Section 1.501(c)(3)-1(a) of the Income Tax Regulations provides that in order to be exempt as an organization described in section 501(c)(3), the organization must be one that is both organized and operated exclusively for one or more of the purposes specified in that section. An organization that fails to meet either the organizational or the operational test is not exempt.

An organization is not exempt merely because its operations are not conducted for the purpose of producing a profit. To satisfy the 'operational test' the organization's resources must be devoted to purposes that qualify as exclusively charitable within the meaning of section 501(c)(3) of the Code and the applicable regulations.

Providing managerial and consulting services on a regular basis for a fee is trade or business ordinarily carried on for profit. The fact that the services in this case are provided at cost and solely for exempt organizations is not sufficient to characterize this activity as charitable within the meaning of section 501(c)(3) of the Code. Furnishing the services at cost lacks the donative element necessary to establish this activity as

charitable.

Accordingly, it is held that the organization's activities are not charitable and therefore the organization does not qualify for exemption from Federal income tax under section 501(c)(3) of the Code.

This case is distinguishable from the situation where an organization controlled by a group of exempt organizations and providing investment management services for a charge substantially less than cost solely to that group qualifies for exemption from Federal income tax under section 501(c)(3) of the Code. See Rev. Rul. 71-529, C.B. 1971-2, 234.

Exhibit A
Page Two

Nancy Lehrkind

November 13th, 2020 at 2:57 pm

Thank you for your participation. Your comment will be reviewed and considered for publication.

Replying to the question of whether the Recreation Department could realize revenues exceeding \$200,000/year by renting out 801 Magnolia's West Wing while STILL giving The Piedmont Center some 450 hours of FREE usage to do the same venue rentals they do now, here is a rough calculation for that figure:

The Recreation Dept. would take over renting to the BNI group (\$15,000/year), the Post (\$15,000/yr), The East Bay Children's Choir (\$7,000/year est.), Community Group Fundraisers (\$2000/yr. est) and to teachers for recitals (\$6,000/yr. est.). that comes to 44,000. In June, July & August, when PCA presents few arts groups to the public (4 in June, 2019 for 20 hrs; 6 in July for 27 hrs; 4 in Aug. for 26 hrs.), the Rec. could run summer camps. 5 weeks of kids' yoga/hip-hop (\$37,275) & 2 of Princess Ballet (\$9000), plus 8 weddings a month on the weekends (\$146,400 based on S/S resident fees at Community Center), amounts to \$236,000. Add in two weeks vacation camps (ski week & Xmas) when the "going rate", based on the current Rec. "Camp Smart" of \$1100 for a max of 56 students (assuming 30, that would be \$66,000) for a grand total of \$302,000 while leaving plenty of time for PCA's art exhibits and musical offerings. 801 Magnolia far exceeds the cold, sterile atmosphere of the Veteran's Hall for a wedding. And, N.B.: today's mobile caterers no longer cook in kitchens! Bottom Line: The City's opportunity cost for again giving up control of 801 Magnolia is truly closer to \$300,000.

Exhibit B

To Piedmont City Council:

I have read with great interest the upcoming approval by the City of a lease for the 801 Magnolia Avenue building. Here is my "slippery slope" argument to highlight the consequences of extending a new lease to The PiedmontCenter

I have just formed a new nonprofit, Cherry Blossoms, Inc ("CBI"). Our nonprofit would like to get a five-year lease from you for the City's Japanese Tea House, and its surrounding deck for \$1.00 per year. We plan to rent it out for art exhibits, bonsai exhibits and to professional Japanese puppet masters and to Kabuki theatre performers to bring culture to the Piedmont community.

We also would plan to make money renting to music teachers for individual & group lessons and recitals, especially on traditional Japanese instruments. Anyone else wanting to use it could apply to rent it from us, and we would rent it out at our sole discretion charging whatever user fees we think we could get.

Our lease would provide that the City would be responsible for all water, refuse removal, exterior maintenance, including decks, benches, trees, landscaping maintenance, and any maintenance related to the structural integrity of this sweet little building. CBI would be responsible for interior maintenance; we will be making lots of money in rental fees and so could easily do any inside maintenance that we, in our sole opinion, decide needs doing.

Once a year the City could rent it out from us for the Japanese consulate's visit or for a bride using the Community Center as a "City Private Rental" with six month's advance written notice to us, unless we later decide we really need to use it. In that case, we can just give you 30 days' notice prior to your scheduled booking and you will have to try your best to find another venue.

Such a lease with us is modeled exactly on the one you are already giving to the Piedmont Center and will demonstrate the City's support for Asian arts in Piedmont. Now that the City is supporting the arts by giving away other under-utilized city buildings, we demand equal treatment. We have the blessing and backing of a significant portion of the Piedmont Community and will be presenting our proposed lease to you for a First Reading as early as possible in January, long before the cherry trees bloom.

We look forward to working with you to advance the arts in Piedmont.

M. Rhiger
