

City of Piedmont
COUNCIL AGENDA REPORT

DATE: April 19, 2021

TO: Mayor and Council

FROM: Sara Lillevand, City Administrator

SUBJECT: Consideration of the 2nd Reading of Ordinance 758 N.S – Approving an Amended and Restated Agreement with the Piedmont Center for the Arts at 801 Magnolia Avenue

RECOMMENDATION

Approve the 2nd reading of Ordinance 758 N.S. - Approving an Amended and Restated Agreement with the Piedmont Center for the Arts at 801 Magnolia Avenue.

BACKGROUND

At its November 16, 2020 meeting, the City Council approved the first reading of Ordinance 758 N.S. to approve an amended and restated agreement with the Piedmont Center for the Arts (PCA) at 801 Magnolia Avenue.

PROPOSED MODIFICATIONS TO ORDINANCE 758

Since the first reading, in response to questions and concerns raised by the community, PCA has offered several amendments to the proposed agreement which Staff believe improve the agreement significantly. The following information provides proposed amendments to Ordinance 758 N.S. since the first reading of the Ordinance on November 16, 2020.

Addition of a Rental Payment (2.2)

In the proposed amendment, PCA will pay the City \$800 each month with a 3% per year escalation, which is a substantial increase from the previous amount of \$1.00 per year in rent. Because the payment of rent to the City places the parties in a traditional landlord-tenant relationship, and because the City would have significantly more use and control over the Leased Premises, the City in exchange for receiving rent would take over responsibility for maintaining the interior of the building (per Section 7.2 [Maintenance]). The maintenance obligation on the City in the previous version of the agreement was limited to the exterior of the building while PCA was responsible for all upkeep, maintenance, repairs, and renovations of the space.

Designated City Use on Weekday Mornings (4.2 c)

This new version also includes an additional 24 hours of City designated time for City activities. In addition to the City's ability to schedule time in the main hall up to 6 months in advance for City programs and 40 days in advance for non-arts related rentals (per Section 4.2(b)), the amended lease adds 24 hours of City designated time each week on Monday through Thursdays from 7:00 am to 1:00 pm. (Section 4.2(c).) This designated City allotment enables the Piedmont Recreation Department to add 801 Magnolia to its inventory of program spaces during a time of day which is typically the most challenging to find space and has hampered the City's ability to offer senior/adult programs as well as pre-school age activities.

Early Termination Clause (9.2)

This amended Lease allows the City to exercise its right of early termination beginning at the second year of the agreement, rather than waiting until the commencement of the third year.

Addition of an Emergency or Unforeseen Circumstance Clause (9.3)

In addition to the Early Termination provision specified in Section 9.2, the amended Lease also includes a provision that authorizes the City to terminate the lease upon 30 days' notice. This early termination provision is triggered in the event that the City needs to utilize the Leased Premises due to an emergency, or an emergency necessitates the City relocating staff to the Leased Premises. In the prior version, the City could only terminate the Lease early if the City determined that it required the use of the Leased Premises in conjunction with demolishing, closing, or conducting significant renovations of existing City facilities.

Non-Arts Related Rentals (15.1)

The amended Lease requires PCA to seek the City's prior written consent in the event it wishes to allow activities to occur at the Leased Premises other than Approved Uses (e.g., non-arts-related activities), where PCA would charge user fees for the activities. The previous version of the Lease deemed any preexisting arrangement for user fees as approved, but PCA has now agreed to let go of its long-standing weekly Wednesday rental to a non-arts related user and has designated that time as part of the upfront City allotment.

DIVERSIFICATION, INCLUSION and TRANSPARENCY

In addition to the lease improvements outlined above, PCA has developed its own responses to community questions and concerns about transparency, diversity and inclusion. Attachment B includes a letter and attachments directly from the PCA Board of Directors to the Council and 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 CEQA Guideline section 15323, which applies to “the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose.” The Guideline includes “auditoriums” as an example of the exemption’s application. This exemption applies due to the fact that the Piedmont Center for the Arts facility has been used to hold performances since 2011. In addition, the Project is also 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. Since the first reading of this ordinance in November, PCA has heard and responded to community questions and concerns. Staff believes the agreement under consideration is much improved from the first reading and recommends approving this Amended and Restated Lease which provides for the continuance of PCA’s stewardship of community arts, broader community access to the space, and increased overall utilization of 801 Magnolia Avenue.

ATTACHMENTS

1. Ordinance 758 N.S (Including Lease Agreement)
2. Redlined Lease Agreement Showing Differences from November 2020 Version
3. Documents Provided by the Piedmont Center for the Arts
4. Correspondence Received Before 8:30 a.m. on Friday, April 9, 2021

ORDINANCE NO. 758 N.S.

AN ORDINANCE APPROVING A RENEWAL OF THE LEASE AGREEMENT
WITH PIEDMONT CENTER FOR THE ARTS FOR A PORTION OF THE BUILDING
AT 801 MAGNOLIA AVENUE

The City Council of the City of Piedmont hereby ordains as follows:

SECTION 1.

By adopting this ordinance, the Piedmont City Council intends to adopt an Amended and Restated Agreement with the Piedmont Center for the Arts for use of a portion of the building located at 801 Magnolia Avenue.

SECTION 2.

The lease agreement between the City of Piedmont and Piedmont Center for the Arts, a copy of which is attached hereto and incorporated herein by reference, is hereby approved.

SECTION 3.

Adoption of this Ordinance adopting the Amended and Restated Lease Agreement is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21000, *et seq.* and the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 *et. seq.*), including without limitation, Public Resources Code section 21065 and California Code of Regulations 15378 for the following reasons: the action is exempt under the “common sense” exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment

SECTION 4.

This ordinance shall be posted at City Hall after its second reading by the City Council for at least thirty (30) days and shall become effective thirty (30) days after such second reading and approval by the City Council.

[END OF ORDINANCE]

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (“**Restated Agreement**”) dated for reference purposes as of _____ 2021, (“**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:

1. 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 _____, 2021.
- 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. “Designated Times” refers to Mondays, Tuesdays, Wednesdays, and Thursdays between the hours of 7:00 a.m. and 1:00 p.m. when Landlord shall be authorized to utilize the Exclusive Use areas for City-Sponsored Activities and/or City Private Rental Activities.
- 1.8. “Emergency or Unforeseen Circumstance” refers to a situation in which there is a threat to the public health, safety, and welfare of the community, resulting in the need for Landlord to utilize any and all available Landlord-owned properties to provide an emergency response, as determined by the City Administrator.
- 1.9. “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.
- 1.10. “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.
- 1.11. “Leased Premises” refers to the portions of the Property which are depicted as Exclusive Use and Non-Exclusive Use areas, on Exhibit A.
- 1.12. “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.
- 1.13. “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.

1.14. "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.

1.15. "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.

1.16. "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 second (2nd) 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. During the Term, Tenant shall pay Landlord a monthly sum of rent, which obligation shall commence on the Commencement Date and shall be due on the first of every month thereafter at the address to which notices to Landlord are given. All rent shall be paid to Landlord in accordance with the schedule set forth below:

<u>Year of Term</u>	<u>Monthly Payment Amount</u>
1	\$ 800
2	\$ 824
3	\$ 849
4	\$ 874
5	\$ 900
6	\$ 927
7	\$ 955

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 or 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 not less than seven (7) and not more than 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) Landlord is authorized to use Exclusive Use areas to conduct City-Sponsored Activities and/or City Private Rental Activities at the Designated Times. Tenant and Landlord may agree to vary from the Designated Times, so long as the Parties' mutual agreement is memorialized in writing.

(d) In addition to the foregoing, Landlord shall also be authorized to use the Exclusive Use areas for purposes of conducting City-Sponsored Activities on days and times other than Designated Times ("Non-Designated Times Use"), so long as (i) Tenant has not already scheduled an activity constituting an Approved Use, and (ii) Landlord provides not less than one (1) weeks' and not more than six (6) months' advance written notice to Tenant. In any advance written notice for Non-Designated Times Use, Landlord shall briefly describe the City-Sponsored Activity and its location in the Exclusive Use area. In the event Tenant believes the Non-Designated Times Use unreasonably interferes with Tenant's use of the Leased Premises, for example, because such Non- Designated Times Use would take place at a time Tenant desires to use the Exclusive Use areas, Landlord will negotiate in good faith with Tenant to mitigate Tenant's concerns. For Non-Designated Times Use scheduled more than thirty (30) days in advance, Tenant may request in writing that Landlord relocate the Non-Designated Times Use. Any such written request to Landlord to relocate the Non-Designated Times

Use must be submitted in writing to Landlord no less than thirty (30) days prior to the scheduled Non-Designated Times Use. 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.

(e) In the event that any of Landlord's activities on the Leased Premises result in any damage to the Leased Premises or to Tenant's personal property, 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 sixty percent (60%) of any and all charges for electricity, gas, heat, and telephone associated with the Exclusive Use area of the Leased Premises. For such charges, Tenant shall make payments to Landlord on a quarterly basis. 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 the Leased Premises in good order and condition (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 be required to make or bear the costs of any repair of the Leased Premises, unless Landlord reasonably determines that Tenant caused the need for the repairs. 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.

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 seventh (7th) 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, and Landlord determines it requires use of

the Exclusive Use areas to relocate City staff or conduct City operations, 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 second (2nd) year of this Restated Agreement with one (1) years' 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, to the extent feasible, authorize 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:

$$\text{(Years remaining on the Restated Agreement / 7) x Expenditures actually paid for Major Alterations.}$$

9.3. Notwithstanding the foregoing, in the event Landlord determines that it is necessary to utilize the Exclusive Use areas due to an Emergency or Unforeseen Circumstance, or to relocate City staff or operations to the Exclusive Use areas due to such Emergency or Unforeseen Circumstance, Landlord shall have the sole and absolute right to terminate this Restated Agreement upon at least 30 days' prior written notice to Tenant. To the extent feasible, Landlord will authorize Tenant's return to the Leased Premises upon conclusion of the Emergency or Unforeseen Circumstance.

9.4. In the event Tenant desires to terminate this Restated Agreement for any reason, Tenant may do so by providing Landlord with at least six (6) months' advance written notice.

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 subletting the Leased Premises, 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@piedmontcenterforthearts.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 California public benefit non-profit corporation

By:

By:

Sara Lillevand, City Administrator

Name:

Title:

Title:

APPROVED AS TO FORM:

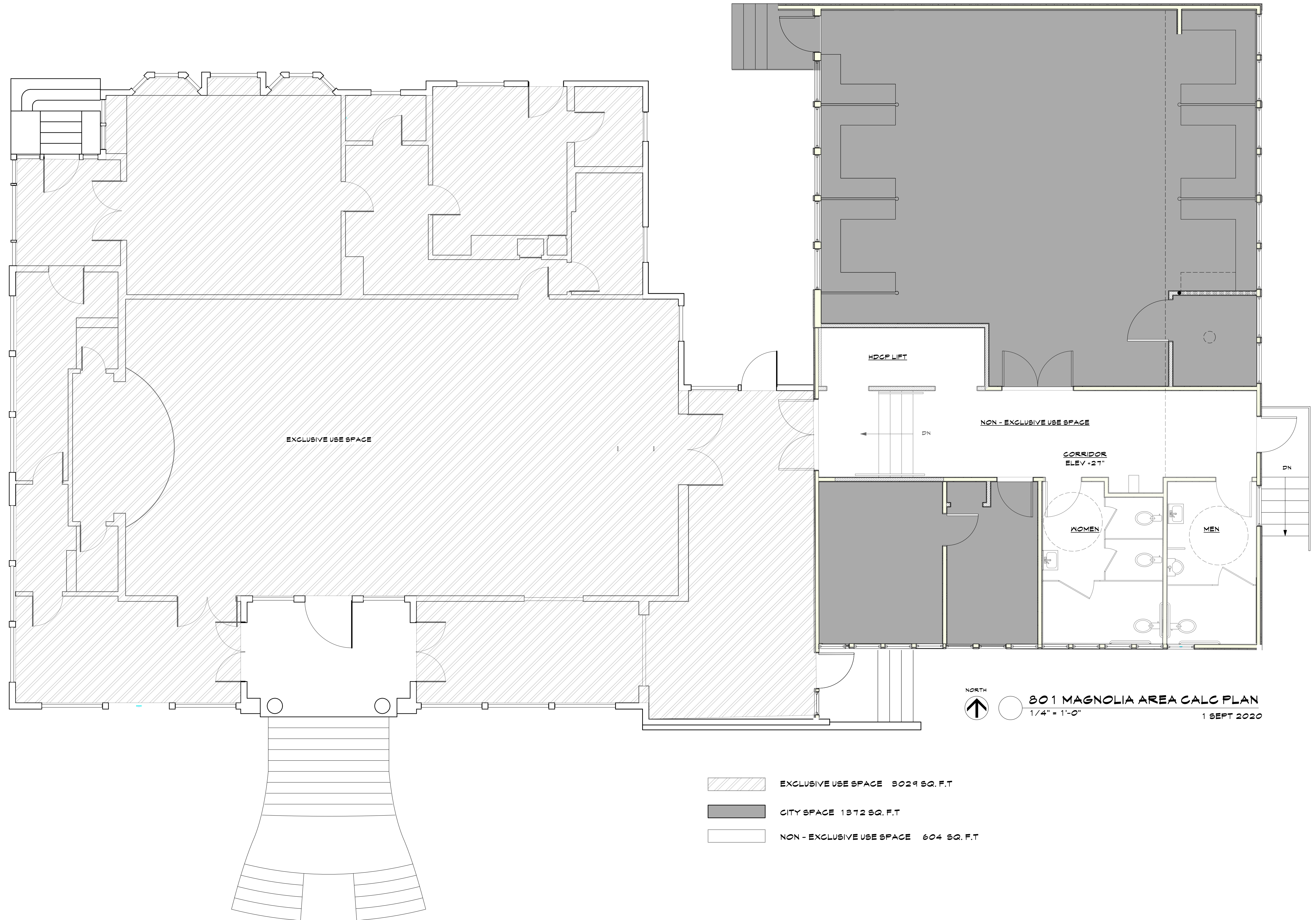
By:

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	SCALE
DATE	AS NOTED
OCT 2020	

801 MAGNOLIA AVE

A 1

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

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (“**Restated Agreement**”) dated for reference purposes as of 2020~~2021~~, (“**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:

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

1.1. ~~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. ~~1.2~~“City” shall refer to the City of Piedmont.

1.3. ~~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. ~~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. ~~1.5~~“Commencement Date” means _____, ~~2020~~2021.

1.6. ~~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. “Designated Times” refers to Mondays, Tuesdays, Wednesdays, and Thursdays between the hours of 7:00 a.m. and 1:00 p.m. when Landlord shall be authorized to utilize the Exclusive Use areas for City-Sponsored Activities and/or City Private Rental Activities.

1.8. “Emergency or Unforeseen Circumstance” refers to a situation in which there is a threat to the public health, safety, and welfare of the community, resulting in the need for Landlord to utilize any and all available Landlord-owned properties to provide an emergency response, as determined by the City Administrator.

1.9. ~~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.

1.10. ~~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.

1.11. ~~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.

1.12. ~~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.

1.13. ~~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.

1.14. ~~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.

1.15. ~~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.

1.16. ~~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~~ second (~~3rd~~ 2nd) 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. During the Term, Tenant shall pay ~~to Landlord as yearly rent, the sum of \$1.00 per year due a monthly sum of rent, which obligation shall commence~~ on the Commencement Date, ~~and each anniversary of the Commencement Date and shall be due on the first of every month~~ thereafter. ~~All rent shall be paid to Landlord~~ at the address to which notices to Landlord are given. All rent shall be paid to Landlord in accordance with the schedule set forth below:

<u>Year of Term</u>	<u>Monthly Payment Amount</u>
<u>1</u>	<u>\$ 800</u>
<u>2</u>	<u>\$ 824</u>
<u>3</u>	<u>\$ 849</u>
<u>4</u>	<u>\$ 874</u>
<u>5</u>	<u>\$ 900</u>
<u>6</u>	<u>\$ 927</u>
<u>7</u>	<u>\$ 955</u>

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; or 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~~ not less than seven (7) and not more than 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) Landlord is authorized to use Exclusive Use areas to conduct City-Sponsored Activities and/or City Private Rental Activities at the Designated Times. Tenant and Landlord may agree to vary from the Designated Times, so long as the Parties' mutual agreement is memorialized in writing.

(d) ~~(e)In the event Landlord desires to use~~ In addition to the foregoing, Landlord shall also be authorized to use the 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~~ on days and times other than Designated Times (“Non-Designated Times Use”), so long as (i) Tenant has not already scheduled an activity constituting an Approved Use, and (ii) Landlord provides not less than one (1) ~~week-weeks’~~ and not more than six (6) months’ advance written notice to Tenant. In ~~such any advance written~~ notice for Non-Designated Times Use, 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 Non-Designated Times Use~~ unreasonably interferes with Tenant’s use of the Leased Premises, for example, because such Non- Designated Times Use would take place at a time Tenant desires to use the Exclusive Use areas, 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~~ For Non-Designated Times Use scheduled more than thirty (30) days in advance, Tenant may request in writing that Landlord relocate the Non-Designated Times Use. Any such written request to Landlord to relocate the ~~City-Sponsored Activity Non-Designated Times Use must be submitted in writing to Landlord no less than~~ thirty (30) days prior to the scheduled ~~City-Sponsored Activity Non-Designated Times Use~~. 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.

(e) ~~(d)~~ In the event that any of Landlord’s activities on the Leased Premises result in any damage to the Leased Premises or to Tenant’s personal property, 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 sixty percent (60%) of any and all charges for electricity, gas, heat, and telephone associated with the Exclusive Use area of the Leased Premises. For such charges, Tenant shall make payments to Landlord on a quarterly basis. 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 the Leased Premises in good order; and 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 reasonably determines that Tenant caused the need for the repairs. 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~~ seventh (~~10th~~7th) 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, and Landlord determines it requires use of the Exclusive Use areas to relocate City staff or conduct City operations, 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~~ second (~~3rd~~2nd) year of this Restated Agreement with one (1) ~~year's~~ years' 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~~, to the extent feasible, authorize 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:

(Years remaining on the Restated Agreement / ~~107~~) x Expenditures actually paid for Major Alterations.

9.3. Notwithstanding the foregoing, in the event Landlord determines that it is necessary to utilize the Exclusive Use areas due to an Emergency or Unforeseen Circumstance, or to relocate City staff or operations to the Exclusive Use areas due to such Emergency or Unforeseen Circumstance, Landlord shall have the sole and absolute right to terminate this Restated Agreement upon at least 30 days' prior written notice to Tenant. To the extent feasible, Landlord will authorize Tenant's return to the Leased Premises upon conclusion of the Emergency or Unforeseen Circumstance.

9.4. In the event Tenant desires to terminate this Restated Agreement for any reason, Tenant may do so by providing Landlord with at least six (6) months' advance written notice.

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~~ subletting the Leased Premises, 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

info@piedmontcenterforthearts.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 [California public benefit](#) 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

April 8, 2021

Dear Mayor King, Vice Mayor Rood, Council Member Cavanaugh, Council Member Anderson, and Council Member McCarthy:

On behalf of the Board of Directors of the Piedmont Center for the Arts (the Center), I am writing in support of the Center's continued operation at the building located at 801 Magnolia Avenue under a renewed lease with the City of Piedmont. This letter, together with the Center's financial reports for 2019, our revised Mission Statement and a brief video, are intended to give you an overview of the Center's activities, illustrate its benefit to the community, provide a detailed discussion of the Center's financial operations, and address community calls for broader and equitable access to the space, as well as, diversification of programming, audience, and board composition.

The link to the video is: <https://m.youtube.com/watch?v=EpGqP7akWE0>

THE FIRST TEN YEARS

The Center has brought a cultural component to the City that it has never had before under one roof. In the last ten years, the Center has presented theater, puppet shows, history and art history lectures, art shows, fundraisers for music and art in our schools, music classes, recitals, book and author talks, musical offerings of every stripe, including jazz, klezmer, early music, folk music, chamber ensembles, instrumental soloists, small orchestras, and vocal offerings of pop, lieder, choral, a cappella, and opera. Presenters were Piedmonters, local and regional artists and performers, and a number of international guest artists. In 2019 alone it is estimated that more than 25,000 performers, visual artists, and eager audience members came through the doors of the Center. The Center has also been home to countless student vocal and instrumental recitals, as well as classes, recording sessions, and small performances of the award-winning Piedmont East Bay Children's Choir. The Choirs are made up of children from all over the Bay Area, with approximately 35% of choir members coming from Piedmont. Their robust scholarship program, aided in part by the Center's low user fees have allowed them to cross socio-economic barriers and create a truly diverse, rigorous vocal training program recognized world-wide.

The Center has done all of the above at no cost to the City, while simultaneously restoring, refurbishing, enhancing, and maintaining a building that had been vacant and shuttered for eight years after being purchased by the City. Value added to the building has been estimated at over \$250,000. However, more important we believe, is the value the Center has provided in the form of cultural offerings within our City. Many have said the Center is priceless and remarkable for a city of our size and adds value to our residential real estate. The records of the November 16 2020 City Council meeting show testimony of key musical leaders from all over the Bay Area and beyond who have performed at the Center, making use of its beautifully maintained intimate space, with wonderful acoustics and a fine Steinway grand piano. Among the letters of support

are also many from Piedmont citizens who treasure the Center and eagerly await its return after the pandemic is over.

TRANSPARENCY

Attached Please find our 2019 financial statements and 2019 tax returns, our last full year of operation before Covid.

Our Economic Model:

Since its founding in 2011, the economic model for the Center has been predicated on providing the highest quality of artistic experience for the residents of Piedmont at prices that are affordable to both presenters and audience members. The aim has been to keep things as simple as possible. Run lean, have varied and diverse offerings, and operate in a thoroughly professional manner. All monies after expenses (in 2019 slightly over \$7,000) find their way back to maintenance of the Center and/or reserves for future operations. Under the terms of the current lease, the Center is responsible for heating, cooling, electricity, painting, upgrades, and mechanical systems. Should the proposed lease be adopted, the City would maintain the building's interior and exterior, while the Center would begin paying rent and continue to pay for the heating, cooling, and electricity, based on a prorated use of its hours.

The Center's continuing and ongoing costs include insurance, taxes, accounting fees, web hosting, and website and internet fees and licensing fees. We mostly operate on volunteer power. We have no employees. Several years ago we enlisted the firm Korn and Company as accountants and bookkeepers. They were our choice for several reasons, with the principal ones being the excellent work they had done for the Oakland Symphony and their expertise in nonprofit arts work. They have been a tremendous resource and helpful in keeping us updated on current regulations in the nonprofit world.

Under the current lease, the Center has made significant expenditures that have upgraded the interior of the building. Before his recent retirement, Chester Nakahara estimated the value of such upgrades to be approximately \$250,000. Moreover, the Center's work on the building's interior should not be measured solely on contracted expenditures. Much work has come in the form of sweat equity and donated materials. In the early years, several Eagle Scout projects contributed to the building's renovation. One current board member is a retired electrician and has devoted many hours to the electrical wiring and fixtures. All board members, in addition to programming expertise, work at events and help with cleaning and maintenance. Professionals, when needed, are also hired. Last summer there was interior painting, as well as restoration, repair, and refinishing of all hardwood floors. Other work this past summer involved the Center's own assets, such as cleaning and stabilizing the concert grand piano due to accumulation of dust and debris from smoke days and high school construction. Offsite deep cleaning of the main hall's oriental rugs, repairs to chair carts, and furniture were also accomplished during this time. And since day one, we have done this all in service to our community.

The City has been provided with financial records and tax returns for the years 2018 and 2019. Please note in 2019, our last full year before Covid, our balance sheet shows our unrestricted assets were \$61,000. The remainder of our current assets is represented by the Thornburrow Fund. This is identified in our balance sheet as Wells Fargo Savings and the Fidelity Investments. Currently the Fund is valued at just under \$150,000. The Fund was established by the Thornburrow family to memorialize their artist son John and is intended to be used to promote the visual arts. One of the things it has funded is our costs to produce the Annual Juried Art Show by funding judges, prizes, and operational costs. This year there were over 500 entrants to the show.

The remainder of the Center's assets are fixed. They represent the grand piano, the risers, the curtains and window coverings, the thrust stage attachments, the motorized retractable movie screen and projector, chairs, chair carts, tables, other furniture.

Examining our financials should make it clear that we operate with a rather modest cash reserve, one that is prudent given our obligations. With modest financial operations and a hardworking board, the Center has to date sustained its artistic operations for the future and in so doing provided a significant benefit to the City of Piedmont and surrounding communities. It has helped to put the City of Piedmont on the artistic map of the Bay Area, at no cost to the City. The Center has provided a public benefit that before 2011 did not exist in programming for its citizens and reputation as a cultural hub.

DIVERSITY AND INCLUSION

Following the Council meeting on November 16, 2020, the Center's Board took seriously the concerns raised about the need for increased diversity and inclusiveness in board membership, programming, and audience. As a starting point, the PCA Board revised its Mission Statement to reflect our commitment to Arts and Diversity. In addition we recently added a new board member, Aparana Rao, whose contacts, expertise, and programming acumen have already brought a broader perspective on programming for an even broader segment of the East Bay population and our residents. In addition to a board that represents many backgrounds and cultures we are always looking to expand our reach. An examination of our pre-Covid events and video are a small example of what we intend to build on.

COMMUNITY ACCESS

The proposed lease addresses the need for even broader community access to the Center. While the first version of the new lease agreement aimed to expand community use by providing for City programs and City rentals, the amendments proposed for the second reading provide significantly more City access. We see the City as partners in providing programming and to that end hope that the City will accept our invitation to appoint a Recreation Department staff person and City Council liaison to join us as non-voting members on our board. We believe this would be invaluable not only for transparency but partnership in providing the richest possible artistic experiences for our citizens.

Reservations and Fees:

Please visit our website at www.piedmontcenterforthearts.org . Here you will find our fee schedule and how to reserve and schedule space at the Center. Our fees are considerably less than those charged by the Veterans Hall or the Community Center and performance and gallery spaces throughout our region. Our website explains in detail conditions that may result in even lower fees. Residency in Piedmont is just one example. All ticket sales are handled by our presenting artists and all proceeds go to them. This is to get the maximum to our presenters since our maximum capacity is only 100. The combination of low fees and artists keeping the gate keeps ticket prices low for our audiences. The Center has also, when possible, provided Kickstarter grants, most notably for the Piedmont Chamber Music Festival and the Piedmont Chamber Orchestra. These are designed to be short term and never intended to be a line item in our budget. Our other sources of revenue are the occasional donation and rent from one sub-tenant.

If aspiring presenters have any questions they first come to us by inquiring at info@piedmontcenterforthearts.org. This address is displayed in many places on our website. Several Board members track this daily and a response occurs in under 48 hours but usually much sooner. Access is easy. Previously mentioned and of interest is a partial list of recent events which gives an indication of our various offerings. The links in the website also provide a list of our Board and Advisory Board members as well as much other information.

In conclusion, we respectfully ask that the Council, in recognition of the selfless public service that the Center has provided for the last ten years, as well as improvements made since the first reading agree to the renewal of the lease at 801 Magnolia to enable the Center to continue to carry out its artistic mission. The performing and visual arts that the Center promotes are fragile and easily pushed aside. If the Center does not survive this approval process, there may never be an equivalent replacement in Piedmont, and the cultural loss would be felt not just here but far and wide in the East Bay.

Sincerely,

Sue Malick
President
Board of Directors
Piedmont Center for the Arts

PIEDMONT CENTER FOR THE ARTS, INC

Mission Statement

The mission of Piedmont Center for the Arts, Inc. (the "Center") is to enable artists and students of various artistic disciplines-including music, dramatic arts, visual arts, and literature-to perform and display their works for residents of Piedmont and surrounding communities .

To promote its mission, the Center's goals include the following:

- To maintain an institution in the center of Piedmont that will nurture an appreciation of the arts by community members of all ages.
- To provide a venue in which artists and students may perform , display, teach, and study their art.
- To recognize and promote the many forms of diversity in our society-including racial, socio-economic, cultural, ethnic, and sexual orientation-in the presenting artists, the attending audience, the Center's programming, and the Center's leadership.
- -To maintain comprehensive offerings-including art shows, concerts, plays, readings, and student recitals-and to share them with the community in a readily accessible calendar of programs.

4:52 PM

Piedmont Center for the Arts

Balance Sheet

As of December 31, 2019

11/05/20

Cash Basis

	<u>Dec 31, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
1001 · Wells Fargo Checking x2810	61,471.94
1003 · Wells Fargo Savings x2006	14,801.51
1004 · Fidelity Investments	135,959.06
Total Checking/Savings	<u>212,232.51</u>
Other Current Assets	
12001 · Undeposited Funds	851.25
Total Other Current Assets	<u>851.25</u>
Total Current Assets	213,083.76
Fixed Assets	
15000 · Furniture and Equipment	127,417.00
15010 · Risers	2,391.36
15100 · Accumulated Depreciation	-89,995.00
15110 · Leasehold Improvements	153,197.00
Total Fixed Assets	<u>193,010.36</u>
TOTAL ASSETS	<u>406,094.12</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
25010 · Tenant Deposits	980.00
Total Other Current Liabilities	<u>980.00</u>
Total Current Liabilities	<u>980.00</u>
Total Liabilities	980.00
Equity	
32000 · Unrestricted Net Assets	255,931.27
34000 · Thornborrow Family Gift Fund	135,959.06
35000 · Board Designated Funds	
35010 · Young Musicians Fund	5,691.75
Total 35000 · Board Designated Funds	<u>5,691.75</u>
Net Income	<u>7,532.04</u>
Total Equity	<u>405,114.12</u>
TOTAL LIABILITIES & EQUITY	<u>406,094.12</u>

4:48 PM

Piedmont Center for the Arts
Profit & Loss
 January through December 2019

11/05/20

Cash Basis

	Jan - Dec 19
Income	
43400 · Direct Public Support	
43410 · Corporate Contributions	505.00
43450 · Individual Contributions	3,250.00
	3,755.00
Total 43400 · Direct Public Support	3,755.00
45000 · Investments	
45030 · Interest-Savings, Short-term CD	5,153.50
45031 · Gain (Loss) on Investments	16,485.99
	21,639.49
Total 45000 · Investments	21,639.49
46400 · Other Types of Income	
46430 · Miscellaneous Revenue	143.21
	143.21
Total 46400 · Other Types of Income	143.21
47200 · Rental Income	
47230 · Tenant Rental	15,600.00
47240 · Hourly Rental	22,617.50
	38,217.50
Total 47200 · Rental Income	38,217.50
47250 · Center Produced Events Income	
47300 · Marionette Puppet Show	176.00
47350 · Pro-Musica	
47355 · Ticket Sales	75.00
47360 · Ads	300.00
47350 · Pro-Musica - Other	300.00
	675.00
Total 47350 · Pro-Musica	675.00
47400 · Theater - Piedmont Players	
47430 · 2018 February - Silent Sky	70.00
	70.00
Total 47400 · Theater - Piedmont Players	70.00
47500 · Young Musicians' Fund	
47510 · Ticket Sales	274.00
47530 · Donations	500.00
	774.00
Total 47500 · Young Musicians' Fund	774.00
47550 · Artisanal Brewing Competition	1,700.00
	3,395.00
Total 47250 · Center Produced Events Income	3,395.00
48500 · Venue Rental	
48510 · Art Show	4,817.00
48520 · Music	12,680.00
48530 · Recitals	6,755.00
	24,252.00
Total 48500 · Venue Rental	24,252.00
Total Income	91,402.20
Gross Profit	91,402.20
Expense	
60900 · Business Expenses	
60920 · Business Registration Fees	119.00
	119.00
Total 60900 · Business Expenses	119.00
62100 · Contract Services	
62110 · Accounting Fees	7,589.70
	7,589.70
Total 62100 · Contract Services	7,589.70
62800 · Facilities and Equipment	
62810 · Alarm	359.40

4:48 PM

Piedmont Center for the Arts
Profit & Loss
 January through December 2019

11/05/20

Cash Basis

	Jan - Dec 19
62830 · Cleaning	159.00
62840 · Repair and Maintenance	7,197.87
62850 · Depreciation	21,274.00
62870 · Piano Expense	1,110.00
Total 62800 · Facilities and Equipment	30,100.27
65000 · Operations	
65040 · Supplies	275.34
65050 · Telephone and Internet	1,001.64
65060 · Advertising/Promotional	
65070 · Contact Management	780.00
65080 · Website - Hosting, Maintenance	7,044.45
65060 · Advertising/Promotional - Other	400.00
Total 65060 · Advertising/Promotional	8,224.45
65100 · Equipment Rental	42.56
65110 · Printing and Copying	0.00
65120 · Insurance - Liability, D and O	1,892.93
65250 · Utilities	24,608.64
Total 65000 · Operations	36,045.56
65300 · Other Types of Expenses	
65160 · Other Costs	10.95
Total 65300 · Other Types of Expenses	10.95
69000 · Center Produced Event Expenses	
69010 · Juried Art Show	
69020 · Artists	4,000.00
69021 · Juror	2,000.00
69030 · Food	318.91
Total 69010 · Juried Art Show	6,318.91
69300 · Piedmont Chamber Orchestra	2,550.00
69340 · Artisanal Brewing Competition	1,135.77
Total 69000 · Center Produced Event Expenses	10,004.68
Total Expense	83,870.16
Net Income	7,532.04

**KORN AND COMPANY
5693 CABOT DR
OAKLAND, CA 94611
(510) 339-9599
stu@kornandcompany.com**

November 5, 2020

PIEDMONT CENTER FOR THE ARTS
801 MAGNOLIA AVENUE
PIEDMONT, CA 94611

Dear TO THE BOARD OF DIRECTORS,

Enclosed is the 2019 U.S. Form 990-EZ, Return of Organization Exempt from Income Tax, for
PIEDMONT CENTER FOR THE ARTS for the tax year ending December 31, 2019.

Your 2019 U.S. Form 990-EZ, Return of Organization Exempt from Income Tax, return will be
electronically filed.

Enclosed is the 2019 Form 990, Exempt Organization Annual Information Return for
PIEDMONT CENTER FOR THE ARTS.

Your 2019 Form 990, Exempt Organization Annual Information Return for PIEDMONT
CENTER FOR THE ARTS will be electronically filed.

No payment is due with this return.

We very much appreciate the opportunity to serve you. If you have any questions regarding this
return, please do not hesitate to call.

Sincerely,

Stuart Korn

2019 Exempt Organization Business Tax Return
prepared for:

PIEDMONT CENTER FOR THE ARTS
801 MAGNOLIA AVENUE
PIEDMONT, CA 94611

KORN AND COMPANY
5693 CABOT DR
OAKLAND, CA 94611

Form **990-EZ**

Short Form

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2019

Open to Public Inspection

▶ Do not enter social security numbers on this form, as it may be made public.

▶ Go to www.irs.gov/Form990EZ for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

A For the 2019 calendar year, or tax year beginning , 2019, and ending , 20

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization PIEDMONT CENTER FOR THE ARTS		D Employer identification number 27-5301684
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	E Telephone number (510) 499-8177
	City or town, state or province, country, and ZIP or foreign postal code PIEDMONT, CA 94611		F Group Exemption Number ▶

G Accounting Method: Cash Accrual Other (specify) ▶ _____

I Website: ▶ WWW.PIEDMONTCENTERFORHEARTS.ORG

J Tax-exempt status (check only one) - 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

K Form of organization: Corporation Trust Association Other _____

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B)) are \$500,000 or more, file Form 990 instead of Form 990-EZ ▶ \$ 91,402.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I

Revenue	1	Contributions, gifts, grants, and similar amounts received	1	3,755.
	2	Program service revenue including government fees and contracts	2	27,647.
	3	Membership dues and assessments	3	
	4	Investment income	4	5,154.
	5a	Gross amount from sale of assets other than inventory	5a	
	5b	Less: cost or other basis and sales expenses	5b	
	5c	Gain or (loss) from sale of assets other than inventory (subtract line 5b from line 5a)	5c	
	6	Gaming and fundraising events:		
	6a	Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
6b	Gross income from fundraising events (not including \$ _____ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b		
6c	Less: direct expenses from gaming and fundraising events	6c		
6d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d		
7a	Gross sales of inventory, less returns and allowances	7a		
7b	Less: cost of goods sold	7b		
7c	Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a)	7c		
8	Other revenue (describe in Schedule O) See Line 8 Stmt.	8	54,846.	
9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶	9	91,402.	
Expenses	10	Grants and similar amounts paid (list in Schedule O)	10	
	11	Benefits paid to or for members	11	
	12	Salaries, other compensation, and employee benefits	12	
	13	Professional fees and other payments to independent contractors	13	7,589.
	14	Occupancy, rent, utilities, and maintenance	14	
	15	Printing, publications, postage, and shipping	15	
	16	Other expenses (describe in Schedule O) See Line 16. Stmt.	16	76,281.
17	Total expenses. Add lines 10 through 16 ▶	17	83,870.	
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 9)	18	7,532.
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	333,582.
	20	Other changes in net assets or fund balances (explain in Schedule O)	20	64,000.
	21	Net assets or fund balances at end of year. Combine lines 18 through 20 ▶	21	405,114.

Part II Balance Sheets (see the instructions for Part II)

Check if the organization used Schedule O to respond to any question in this Part II

	(A) Beginning of year	(B) End of year
22 Cash, savings, and investments	179,229.	22 212,233.
23 Land and buildings	149,285.	23 193,010.
24 Other assets (describe in Schedule O)	7,048.	24 851.
25 Total assets	335,562.	25 406,094.
26 Total liabilities (describe in Schedule O)	1,980.	26 980.
27 Net assets or fund balances (line 27 of column (B) must agree with line 21)	333,582.	27 405,114.

Part III Statement of Program Service Accomplishments (see the instructions for Part III)

Check if the organization used Schedule O to respond to any question in this Part III

What is the organization's primary exempt purpose? See Part III Stmt

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

Expenses
(Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

28 PUTTING ON MUSICAL, THEATRICAL AND OTHER ART PROGRAMS FOR THE COMMUNITY. (Grants \$ 0.) If this amount includes foreign grants, check here <input type="checkbox"/>	28a	10,005.
29 PROVIDE A VENUE FOR ARTISITIC DISPLAYS, HOLD RECEPTIONS FOR EACH ARTIST AND DISPLAY, AND MAINTAIN GALLERY HOURS FOR THE COMMUNITY TO COME AND VIEW THE ART. (Grants \$ 0.) If this amount includes foreign grants, check here <input type="checkbox"/>	29a	10,994.
30 MAINTAIN INTERNET SITE, ADVERTISING, TO INFORM THE COMMUNITY ABOUT UPCOMING EVENTS AND PROGRAMS. (Grants \$ 0.) If this amount includes foreign grants, check here <input type="checkbox"/>	30a	8,224.
31 Other program services (describe in Schedule O) (Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>	31a	
32 Total program service expenses (add lines 28a through 31a)	32	29,223.

Part IV List of Officers, Directors, Trustees, and Key Employees (list each one even if not compensated—see the instructions for Part IV)

Check if the organization used Schedule O to respond to any question in this Part IV

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC) (if not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
SUE MALICK PRESIDENT	5.00	0.	0.	0.
WENDY WILLRICH VICE PRESIDENT	5.00	0.	0.	0.
CAWLEY CARR SECRETARY	5.00	0.	0.	0.
ANDREAS NEYER TREASURER	5.00	0.	0.	0.
TOM REICHER BOARD MEMBER	2.00	0.	0.	0.
DEBBIE DARE BOARD MEMBER	2.00	0.	0.	0.
TOM LEHRKIND BOARD MEMBER	2.00	0.	0.	0.
JAN MCCUTCHEON BOARD MEMBER	2.00	0.	0.	0.
HARRY HOWE BOARD MEMBER	2.00	0.	0.	0.
MARK DAVIS BOARD MEMBER	2.00	0.	0.	0.
LISA WOLFE BOARD MEMBER	2.00	0.	0.	0.

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V

		Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O		X
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O. See instructions		X
35a	Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		X
35b	If "Yes" to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O		
35c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III		X
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N		X
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions ▶ 37a _____		
37b	Did the organization file Form 1120-POL for this year?		X
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee; or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?		X
38b	If "Yes," complete Schedule L, Part II, and enter the total amount involved		
39	Section 501(c)(7) organizations. Enter:		
39a	a Initiation fees and capital contributions included on line 9		
39b	b Gross receipts, included on line 9, for public use of club facilities		
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ _____ ; section 4912 ▶ _____ ; section 4955 ▶ _____		
40b	b Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
40c	c Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 ▶ _____		
40d	d Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization ▶ _____		
40e	e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T		X
41	List the states with which a copy of this return is filed ▶ <u>CA</u>		
42a	The organization's books are in care of ▶ <u>ANDREAS NEYER</u> Telephone no. ▶ <u>(510) 520-6596</u> Located at ▶ <u>801 MAGNOLIA AVENUE, PIEDMONT CA</u> ZIP + 4 ▶ <u>94611</u>		
42b	b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country ▶ _____ See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		X
42c	c At any time during the calendar year, did the organization maintain an office outside the United States? If "Yes," enter the name of the foreign country ▶ _____		X
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 —Check here <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 43 _____		
44a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ		X
44b	b Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ		X
44c	c Did the organization receive any payments for indoor tanning services during the year?		X
44d	d If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		
45a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
45b	b Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ. See instructions		X

	Yes	No
46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	46	x

Part VI Section 501(c)(3) Organizations Only

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI

	Yes	No
47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	47	x
48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	48	x
49a Did the organization make any transfers to an exempt non-charitable related organization?	49a	x
b If "Yes," was the related organization a section 527 organization?	49b	
50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."		

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
NONE				

f Total number of other employees paid over \$100,000 ▶ _____

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
NONE		

d Total number of other independent contractors each receiving over \$100,000 ▶ _____

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations must attach a completed Schedule A ▶ **Yes** **No**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	▶ Signature of officer	10/30/2020
	SUSAN MALICK, PRESIDENT	Date
	▶ Type or print name and title	

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Stuart Korn	Stuart Korn	11/05/2020		P01777939
	Firm's name ▶ KORN AND COMPANY	Firm's EIN ▶ 84-3425180			
	Firm's address ▶ 5693 CABOT DR, OAKLAND, CA 94611	Phone no. (510) 339-9599			

May the IRS discuss this return with the preparer shown above? See instructions ▶ **Yes** **No**

Additional information from your Form 990-EZ: Short Form Return of Organization Exempt from Income Tax

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax

Line 8: Other Revenue

Continuation Statement

Description	Amount
RENT	38,217.
MISCELLANEOUS INCOME	143.
UNREALIZED GAIN ON INVESTMENTS	16,486.
Total	54,846.

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax

Line 16: Other Expenses

Continuation Statement

Description	Amount
ADVERTISING AND PROMOTION	8,224.
BANK CHARGES	0.
BUSINESS REGISTRATION FEES	119.
CENTER SPONSORED EVENT EXPENSE	10,005.
EQUIPMENT RENTAL	43.
INSURANCE	1,893.
SUPPLIES	275.
OTHER EXPENSES	11.
YOUNG MUSICIANS' FUND	0.
FACILITIES AND EQUIPMENT	7,716.
UTILITIES	25,611.
PIANO EXPENSE	1,110.
UNREALIZED LOSSES ON INVESTMENTS	
Depreciation	21,274.
Total	76,281.

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax

Part III: Purpose

Continuation Statement

Organization's Primary Exempt Purpose
THE PIEDMONT CENTER FOR THE ARTS WAS CREATED
TO PROVIDE AN AFFORDABLE RENTAL VENUE FOR ARTISTS TO
SHOWCASE THEIR TALENTS.

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ **Attach to Form 990 or Form 990-EZ.**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

2019

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Name of the organization PIEDMONT CENTER FOR THE ARTS	Employer identification number 27-5301684
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Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives: (1) more than 33¹/₃% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33¹/₃% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2018 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test—2019. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 33 1/3% support test—2018. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
17a 10%-facts-and-circumstances test—2019. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 10%-facts-and-circumstances test—2018. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		<input type="checkbox"/>

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	21,420.	4,483.	13,110.	5,162.	3,755.	47,930.
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	80,561.	97,638.	56,298.	47,572.	27,647.	309,716.
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5	101,981.	102,121.	69,408.	52,734.	31,402.	357,646.
7a Amounts included on lines 1, 2, and 3 received from disqualified persons	0.	0.	0.	0.	0.	0.
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year	0.	0.	0.	0.	0.	0.
c Add lines 7a and 7b	0.	0.	0.	0.	0.	0.
8 Public support. (Subtract line 7c from line 6.)						357,646.

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6	101,981.	102,121.	69,408.	52,734.	31,402.	357,646.
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	3,471.	3,970.	3,963.	4,260.	5,154.	20,818.
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	3,471.	3,970.	3,963.	4,260.	5,154.	20,818.
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)			20,877.	38,351.	38,361.	97,589.
13 Total support. (Add lines 9, 10c, 11, and 12.)	105,452.	106,091.	94,248.	95,345.	74,917.	476,053.
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

15 Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f))	15	75.13 %
16 Public support percentage from 2018 Schedule A, Part III, line 15	16	82.64 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f))	17	4.37 %
18 Investment income percentage from 2018 Schedule A, Part III, line 17	18	4.09 %
19a 33 1/3% support tests—2019. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization	<input checked="" type="checkbox"/>	
b 33 1/3% support tests—2018. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization	<input type="checkbox"/>	
20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions	<input type="checkbox"/>	

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
b A family member of a person described in (a) above?		
c A 35% controlled entity of a person described in (a) or (b) above? <i>If "Yes" to a, b, or c, provide detail in Part VI.</i>		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.			
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.			
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).			
2 Activities Test. Answer (a) and (b) below.			
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>			
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>			
3 Parent of Supported Organizations. Answer (a) and (b) below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI.</i>			
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>			

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A—Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B—Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e Discount claimed for blockage or other factors (explain in detail in Part VI):			
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C—Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Supplemental Information to Form 990 or 990-EZ
Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.
▶ Go to www.irs.gov/Form990 for the latest information.

2019

**Open to Public
Inspection**

Name of the organization PIEDMONT CENTER FOR THE ARTS	Employer identification number 27-5301684
--	--

Pt I, Line 8:

Description: RENT \$38,217

Description: MISCELLANEOUS INCOME \$143

Description: UNREALIZED GAIN ON INVESTMENTS \$16,486

Pt I, Line 16:

Description: ADVERTISING AND PROMOTION \$8,224

Description: BANK CHARGES \$0

Description: BUSINESS REGISTRATION FEES \$119

Description: CENTER SPONSORED EVENT EXPENSE \$10,005

Description: EQUIPMENT RENTAL \$43

Description: INSURANCE \$1,893

Description: SUPPLIES \$275

Description: OTHER EXPENSES \$11

Description: YOUNG MUSICIANS' FUND \$0

Description: FACILITIES AND EQUIPMENT \$7,716

Description: UTILITIES \$25,611

Description: PIANO EXPENSE \$1,110

Description: UNREALIZED LOSSES ON INVESTMENTS 0

Description: Depreciation \$21,274

Pt I, Line 20:

Description: STEINWAY PIANO \$65,000

Description: RECLASS TO PUBLIC SUPPORT -\$1,000

Pt II, Line 24:

Description: DUE FROM EDD - Beginning of Year: \$5,228 End of Year: 0

Description: UNDEPOSITED FUNDS Beginning of Year: \$1,820 End of Year: 0

IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2019, or fiscal year beginning _____, 2019, and ending _____, 20_____

Department of the Treasury
Internal Revenue Service

▶ **Do not send to the IRS. Keep for your records.**
▶ **Go to www.irs.gov/Form8879EO for the latest information.**

2019

Name of exempt organization PIEDMONT CENTER FOR THE ARTS	Employer identification number 27-5301684
Name and title of officer SUSAN MALICK, PRESIDENT	

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a Form 990 check here ▶ <input type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	_____
2a Form 990-EZ check here ▶ <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b	91,402.
3a Form 1120-POL check here ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	_____
4a Form 990-PF check here ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	_____
5a Form 8868 check here ▶ <input type="checkbox"/>	b Balance Due (Form 8868, line 3c)	5b	_____

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize _____ to enter my PIN

--	--	--	--	--

 as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ _____ Date ▶ 10/30/2020

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

9	4	5	6	2	4	9	9	5	9	9
---	---	---	---	---	---	---	---	---	---	---

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ _____ Date ▶ 11/05/2020

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

California Exempt Organization Annual Information Return

199

Calendar Year 2019 or fiscal year beginning (mm/dd/yyyy) _____, and ending (mm/dd/yyyy) _____.

Corporation/Organization name PIEDMONT CENTER FOR THE ARTS California corporation number 3356927

Additional information. See instructions. FEIN 27-5301684

Street address (suite or room) 801 MAGNOLIA AVENUE PMB no. _____

City PIEDMONT State CA Zip code 94611

Foreign country name _____ Foreign province/state/county _____ Foreign postal code _____

A First Return Yes No

B Amended Return Yes No

C IRC Section 4947(a)(1) trust Yes No

D Final Information Return?
 Dissolved Surrendered (Withdrawn) Merged/Reorganized
 Enter date: (mm/dd/yyyy) ● ____/____/____

E Check accounting method: (1) Cash (2) Accrual (3) Other

F Federal return filed? (1) 990T (2) 990PF (3) Sch H (990) (4) Other 990 series

G Is this a group filing? See instructions. Yes No

H Is this organization in a group exemption? Yes No
 If "Yes," what is the parent's name? _____

I Did the organization have any changes to its guidelines not reported to the FTB? See instructions. Yes No

J If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions. Yes No

K Is the organization exempt under R&TC Section 23701g? Yes No
 If "Yes," enter the gross receipts from nonmember sources .. \$ _____

L If organization is a public charity exempt under R&TC Section 23701d and meets the filing fee exception, check box. No filing fee is required.

M Is the organization a Limited Liability Company? Yes No

N Did the organization file Form 100 or Form 109 to report taxable income? Yes No

O Is the organization under audit by the IRS or has the IRS audited in a prior year? Yes No

P Is federal Form 1023/1024 pending? Yes No
 Date filed with IRS _____

Part I Complete Part I unless not required to file this form. See General Information B and C.

Receipts and Revenues	1 Gross sales or receipts from other sources. From Side 2, Part II, line 8	● 1	87,647	00
	2 Gross dues and assessments from members and affiliates	● 2		00
	3 Gross contributions, gifts, grants, and similar amounts received	● 3	3,755	00
	4 Total gross receipts for filing requirement test. Add line 1 through line 3. This line must be completed. If the result is less than \$50,000, see General Information B	● 4	91,402	00
	5 Cost of goods sold	● 5		00
	6 Cost or other basis, and sales expenses of assets sold	● 6		00
	7 Total costs. Add line 5 and line 6	● 7		00
	8 Total gross income. Subtract line 7 from line 4	● 8	91,402	00
Expenses	9 Total expenses and disbursements. From Side 2, Part II, line 18	● 9	85,384	00
	10 Excess of receipts over expenses and disbursements. Subtract line 9 from line 8	● 10	6,018	00
Filing Fee	11 Total payments	● 11		00
	12 Use tax. See General Information K	● 12	0	00
	13 Payments balance. If line 11 is more than line 12, subtract line 12 from line 11	● 13		00
	14 Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12	● 14		00
	15 Filing fee \$10 or \$25. See General Information F	● 15	0	00
16 Penalties and Interest. See General Information J	● 16		00	
17 Balance due. Add line 12, line 15, and line 16. Then subtract line 11 from the result	● 17	0	00	

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer ▶	Title PRESIDENT	Date	● Telephone (510) 499-8177
Preparer's signature ▶ STUART KORN	Date 11-05-2020	Check if self-employed ▶ <input type="checkbox"/>	● PTIN P01777939
Firm's name (or yours, if self-employed) and address KORN AND COMPANY 5693 CABOT DR OAKLAND CA 94611			● Firm's FEIN 84-3425180 ● Telephone (510) 339-9599

May the FTB discuss this return with the preparer shown above? See instructions Yes No

Part II Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts — complete Part II or furnish substitute information.

Receipts from Other Sources	1	Gross sales or receipts from all business activities. See instructions	●	1	27,647	00
	2	Interest	●	2		00
	3	Dividends	●	3		00
	4	Gross rents	●	4		00
	5	Gross royalties	●	5		00
	6	Gross amount received from sale of assets (See Instructions)	●	6		00
	7	Other income. Attach schedule See Stmt	●	7	60,000	00
	8	Total gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	●	8	87,647	00
Expenses and Disbursements	9	Contributions, gifts, grants, and similar amounts paid. Attach schedule	●	9		00
	10	Disbursements to or for members	●	10		00
	11	Compensation of officers, directors, and trustees. Attach schedule See Stmt	●	11	0	00
	12	Other salaries and wages	●	12	0	00
	13	Interest	●	13		00
	14	Taxes	●	14		00
	15	Rents	●	15		00
	16	Depreciation and depletion (See instructions)	●	16	22,788	00
	17	Other Expenses and Disbursements. Attach schedule See Stmt	●	17	62,596	00
	18	Total expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	●	18	85,384	00

Schedule L Balance Sheet		Beginning of taxable year		End of taxable year	
Assets	(a)	(b)	(c)	(d)	
1 Cash		179,229		●	212,233
2 Net accounts receivable				●	
3 Net notes receivable				●	
4 Inventories				●	
5 Federal and state government obligations				●	
6 Investments in other bonds				●	
7 Investments in stock				●	
8 Mortgage loans				●	
9 Other investments. Attach schedule				●	
10 a Depreciable assets	233,178		283,005		
b Less accumulated depreciation	83,894	149,284	89,995		193,010
11 Land		149,285		●	
12 Other assets. Attach schedule SEE STMT		7,048		●	851
13 Total assets		335,562			406,094
Liabilities and net worth					
14 Accounts payable				●	
15 Contributions, gifts, or grants payable				●	
16 Bonds and notes payable				●	
17 Mortgages payable				●	
18 Other liabilities. Attach schedule SEE STMT		1,980			980
19 Capital stock or principal fund SEE STMT				●	
20 Paid-in or capital surplus. Attach reconciliation		333,582		●	405,114
21 Retained earnings or income fund				●	
22 Total liabilities and net worth		335,562			406,094

Schedule M-1 Reconciliation of income per books with income per return				
Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000				
1 Net income per books	●	7,532	7 Income recorded on books this year not included in this return. Attach schedule	●
2 Federal income tax	●		8 Deductions in this return not charged against book income this year. Attach schedule	●
3 Excess of capital losses over capital gains	●		9 Total. Add line 7 and line 8	
4 Income not recorded on books this year. Attach schedule	●		10 Net income per return. Subtract line 9 from line 6	
5 Expenses recorded on books this year not deducted in this return. Attach schedule	●			
6 Total. Add line 1 through line 5		7,532		7,532

**Form 199
Schedule L**

Other Assets

2019

Name as Shown on Return PIEDMONT CENTER FOR THE ARTS		California Corporation No. 3356927
Other Investments:	Beginning of Tax Year	End of Tax Year
Totals to Form 199, Schedule L, line 9 ▶		
Other Assets:	Beginning of Tax Year	End of Tax Year
DUE FROM EDD -	5,228.	0.
UNDEPOSITED FUNDS	1,820.	851.
Totals to Form 199, Schedule L, line 12 ▶	7,048.	851.

**Form 199
Schedule L**

Other Liabilities and Equity

2019

Name as Shown on Return PIEDMONT CENTER FOR THE ARTS	California Corporation No. 3356927
---	---------------------------------------

Other Liabilities:	Beginning of Tax Year	End of Tax Year
TENANT DEPOSITS	980.	980.
MISCELLANEOUS	1,000.	0.
Totals to Form 199, Schedule L, line 18 ▶	1,980.	980.

Paid-in or Capital Surplus:	Beginning of tax year	End of tax year
NET ASSETS OR FUND BALANCES	333,582.	405,114.
Totals to Form 199, Schedule L, line 20 ▶	333,582.	405,114.

DO NOT MAIL THIS FORM TO THE FTB

TAXABLE YEAR **2019** **California e-file Return Authorization for Exempt Organizations** FORM **8453-E0**

Exempt Organization name PIEDMONT CENTER FOR THE ARTS	Identifying number 27-5301684
--	----------------------------------

Part I Electronic Return Information (whole dollars only)

1 Total gross receipts (Form 199, line 4)	1	91,402.
2 Total gross income (Form 199, line 8)	2	91,402.
3 Total expenses and disbursements (Form 199, Line 9)	3	85,384.

Part II Settle Your Account Electronically for Taxable Year 2019

4 Electronic funds withdrawal 4a Amount _____ 4b Withdrawal date (mm/dd/yyyy) _____

Part III Banking Information (Have you verified the exempt organization's banking information?)

5 Routing number _____
6 Account number _____ 7 Type of account: Checking Savings

Part IV Declaration of Officer

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, Box 4, I authorize an electronic funds withdrawal for the amount listed on line 4a.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2019 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's fee liability, the exempt organization will remain liable for the fee liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **If the processing of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay.**

Sign Here _____ PRESIDENT
Signature of officer Date Title

Part V Declaration of Electronic Return Originator (ERO) and Paid Preparer. See instructions.

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-E0 are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-E0 accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-E0 before transmitting this return to the FTB; I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2019 Handbook for Authorized e-file Providers. I will keep form FTB 8453-E0 on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

ERO Must Sign

ERO's signature	Date 11/05/2020	Check if also paid preparer <input type="checkbox"/>	Check if self-employed <input type="checkbox"/>	ERO's PTIN
Firm's name (or yours if self-employed) and address KORN AND COMPANY 5693 CABOT DR, OAKLAND, CA	Firm's FEIN 14-1876702	ZIP code 94611-2247		

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

Paid Preparer Must Sign

Paid preparer's signature	Date 11/05/2020	Check if self-employed <input type="checkbox"/>	Paid preparer's PTIN P01777939
Firm's name (or yours if self-employed) and address KORN AND COMPANY 5693 CABOT DR OAKLAND, CA	Firm's FEIN 84-3425180	ZIP code 94611	

Additional information from your 2019 California Exempt Organization Business

Form 199: CA Exempt Organization Annual Information

Part II, Other Income

Continuation Statement

Description	Amount
RENT	38,217
MISCELLANEOUS INCOME	143
UNREALIZED GAIN ON INVESTMENTS	16,486
INVESTMENT INCOME	5,154
Total	60,000

Form 199: CA Exempt Organization Annual Information

Part II, Compensation

Continuation Statement

Description	Amount
SUE MALICK	0
WENDY WILLRICH	0
CAWLEY CARR	0
ANDREAS NEYER	0
TOM REICHER	0
DEBBIE DARE	0
TOM LEHRKIND	0
JAN MCCUTCHEON	0
HARRY HOWE	0
MARK DAVIS	0
LISA WOLFE	0
Total	0

Form 199: CA Exempt Organization Annual Information

Part II, Expenses

Continuation Statement

Description	Amount
PROFESSIONAL FEES AND OTHER PAYMENTS TO CONTRACTORS	7,589
ADVERTISING AND PROMOTION	8,224
BANK CHARGES	0
BUSINESS REGISTRATION FEES	119
CENTER SPONSORED EVENT EXPENSE	10,005
EQUIPMENT RENTAL	43
INSURANCE	1,893
SUPPLIES	275
OTHER EXPENSES	11
YOUNG MUSICIANS' FUND	0
FACILITIES AND EQUIPMENT	7,716
UTILITIES	25,611
PIANO EXPENSE	1,110

Form 199: CA Exempt Organization Annual Information
Part II, Expenses

Continuation Statement

Description	Amount
UNREALIZED LOSSES ON INVESTMENTS	
Total	62,596

2nd Reading of Ord. 758 N.S. – Amended and Restated Piedmont Center for the Arts Lease Correspondence Received before 8:30 a.m. on Friday, April 9th

City Council Members,

As I mentioned in an earlier letter, the PCA is a beautiful and reasonably priced place to hold an art show. I spent 13 hours over 3 separate days just hanging my last show and was grateful that the main room wasn't booked the whole time. When I did overlap a singing lesson or a gathering, I politely asked if it would bother anyone if I quietly continued and it always was ok.

I have to wonder WHY after reading opposing arguments put forth in the Exedra by 2 or 3 Piedmont residents. Why the intense scrutiny into an organization that has been, admittedly not perfect, but providing our city with a wide array of arts never before available to us. I also believe the PCA agreed to many new stipulations put forth by the City Council. Mandating strict or full scheduling is not always wise or efficient in a multi-use setting. It feels a little like telling the art teacher to do a little science and make it STEAM while you're at it. Maybe it's best we let THE ARTS be just what they are...ARTS. Are these opposition leaders even remotely interested in the arts? One has to wonder.

The PCA folx are doing their best to work with the city. Why make it hard on them by calling in and persuading Piedmonters to join "the opposition"? I believe the City Council should work with them to make a Center for the Arts that has an Arts-oriented mission that we all can enjoy.

I would avoid getting caught in the "us vs them" stance that has risen on this issue. It sure makes for an unpleasantness that's best avoided.

Thank you for your consideration,
Suzie Skugstad

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

Dear City Council-

I have been an active community user of the PCA for many years. In that time, I've attended art shows and chamber music performances, participated in vocal recitals, attended and directed plays and fundraisers, and generally looked forward to receiving the newsletter every month and seeing what activities are going on.

It's amazing to me in how short a time since it was created, that the PCA has become such an important part of Piedmont and the larger community. I don't think the volunteers that keep it going get enough credit for what they do, frankly. Having an artistic association that is so accessible and convenient within our community helps bind our community together, and encourages all community members to thrive.

Please renew the PCA's lease; it provides vital services tour town.

Sincerely,

Sharon Robinson

My name is Jonathan Ring and I have been a Piedmont resident for 22 years. My wife and I have raised our 2 children here.

I also am a professional musician beginning my 30th season with the San Francisco Symphony.

Having an arts center here in Piedmont has been vital to our quality of life and to the cultural enrichment of our city and its citizens. With such a huge emphasis being put these days on technology and its accompanying short attention spans, it is a welcome respite to have a place in our city where one can come and experience music unfolding over a longer period of time than 3 1/2 minutes, take the time to sit and ponder a piece of visual art, or reflect on a theatre performance which confronts important issues of the human condition and of society. This exercise of looking inward and reflecting is one we don't wish to be lost with our children's generation. It is the meaning of truly being human, and our arts center is a vital provider of this most important commodity to our city.

Life does not come down to money, power or opportunity. Fully living life is fully being human, and the art of human expression is what the Piedmont Center for the Arts provides for the city of Piedmont.

Please ensure that it remains the important resource that it has been and that it has the full, unending support of the city government so that Piedmont residents can continue to take advantage of what the arts here have to offer. Tax revenue, property values, etc. are all important things to consider, however I would argue that human revenue and human values are more important. We all wish our city to be populated with caring, intelligent, sensitive and enlightened citizens - this is what the Piedmont Center for the Arts provides and must continue to provide to the residents of Piedmont.

Jonathan Ring

Dear Councilmembers,

As a Piedmont resident for over forty years, I think the Piedmont Center for the Arts has been one of the best additions to the local cultural scene in my lifetime. I find the offerings to be

consistently high quality and highly varied, the venue to be intimate and extremely appropriate to both the performances and the audience, and above all, I am proud to live in a community that can support such an endeavor at the truly local level.

I appreciate that the venue itself is well appointed and cared for, that it is accessible to all, and lends itself so well to the variety of cultural arts events that I have attended which include music, drama, and exhibits.

I surely hope the city council will renew the lease of this enriching institution with a resounding vote of applause to its devoted volunteers.

Cordially,

Elaine Horwitz Bachrach

I write to support this valuable resource. I have felt quite fortunate to be able to go to musical performances — quartets, chorales, piano — as well as art shows and even lectures about books and art. It has been such a blessing to have this available right in our town center. I strongly support it.

Jody Cornelius

Dear City Council members: Please continue the lease to the Piedmont Center for the Arts as many of us feel it is a real asset in our community. For years before it was created, we had no place to experience art except through the schools. Now we have a place where we adults can savor great art without having to drive to Berkeley or San Francisco. It is a true gem and I hope you will extend its lease so we can enjoy it for many more years to come.

Thank you.

Cheryl Rogers

Dear Council Members,

My husband and I have attended many concerts at the Piedmont Center for the Arts and have thoroughly enjoyed each event.

I have also enjoyed the art exhibitions.

The Center has become an integral part of the community and has brought enjoyment and perhaps enlightenment to the citizens of Piedmont and their guests.

It is my recommendation that you renew their funding so that they can continue their excellent mission.

Suzy Locke Cohen

Dear City Council Members,

I am writing in support of the Piedmont Arts Program which has enriched our community in numerous ways. I had attended several exhibitions, performances and concerts over the years and now with COVID restrictions we are able to attend even more programs VIRTUALLY. Please renew the lease.

Thank you
Rosie Kaplan

Dear Members of the City Council,

Please take into account the many members of this community who have reached an age where their options of events have become very limited.

Renewing the license to rent the property after all the work that was done to restore the building would be a tribute to those people who worked on it. Among them Nancy and Tom Lehrkind and Gray Cathral.

The Piedmont Center for the Arts is a gift to the many single people who have lost a spouse.

In many cases within walking distance or a short drive into town.

I personally have attended many events and can attest to the quality of the performances.

Very sincerely,

Elizabeth Anne Doyle

Dear Council members,

As a longtime Piedmont resident, I was totally thrilled to finally see the building at 801 Magnolia Avenue used for something good! The PCA is one of the truly great success stories for our city! Not only has it given me many evenings of delight and joy but has opened my eyes to the vast artist's living in our city for so many years! It is an institution which must stay alive just as every other historic institution in Piedmont. (I cite Mulberry's, Ellen Driscall theatre, Japanese Teahouse, etc.) Especially in these dark times of covid, when so many of us have and are being exposed to hatred, bigotry and dis-ease, we NEED PCA more than ever! Please vote to continue the lease for this extremely valuable institution in February!

Concerned citizen and art lover,
Sherry Jacobs

Dear Council Members,

My husband and I are Piedmont residents and have been for over forty years. The Piedmont Center for the Arts is one of the best additions to Piedmont. The venue is just the right size for the City of Piedmont and the programs offered are worthwhile and wonderful. The building is in the perfect location in the center of town and accessible to all.

I have taken my children and grandchildren to several of the music and art activities that have been available. It would be very sad for Piedmont residents to lose this cultural complement to our City.

It is our hope the city council will renew the lease of this valuable addition to the culture of our small town.

RON & CAROLINE PETERS

We are losing so much with this pandemic. It would be a shame to lose the Arts Center as well. Our family very much appreciates having this resource. Please do what you can to make sure that our town continues to support the Center for the Arts.

Matt O'Connell

Dear City Council,

Music, drama, art, right in the center of Piedmont. How lucky we are that we, and our children, can see the Piedmont Chamber Music Festival, plays performed and directed by local residents, and art by Michael Stehr and others. The Piedmont Center for the Arts has become a beloved and necessary addition to our vibrant community.

After this dark time in our country's history we need the joy and hope that the arts can bring. May the Piedmont Center for the Arts continue to be a bright light in our community.

Sincerely yours,
Mary Ann Benson

Dear City Council,

Please keep this space open for the Arts. Our community has so little in the way of live entertainment. This space provides artists to perform and/or show their beautiful artwork.

Thank you,

Miyoko Sakatani

To: The City Council of Piedmont:

I have lived in Piedmont for over 30 years & am so appreciative of our beautiful parks, tennis courts, children's playgrounds as well as our exceptional services.

The Piedmont Center for the Arts is such a gift to our city & part of the reason that our city is such a special place to live. As a lover of the arts, I was thrilled when the center opened. From art shows, to concerts, to the numerous special events, the center truly enhances our sense of community & importantly supports our local artists.

I am so hopeful that whatever issues have arisen can be quickly resolved.

Please join with supporters of the center to insure that the lease is approved and the Center can continue as an important community resource.

Thank you for your consideration.

Dana Corvin

Dear Members of the Piedmont City Council:

I am writing to urge you to renew the lease for the Piedmont Center for the Arts at your February meeting.

I have enjoyed performances and exhibits at the PCA, both as a member of the audience and as a performer, and I assure you it is a rare and treasured venue for the small and intimate types of performances that both artists and audiences love.

Although I am a resident of Oakland, I admire the fact that Piedmont is able to have such a wonderful arts program, and I appreciate the efforts of the volunteers who make it possible. This beautiful facility provides the perfect place for their dedicated work and for many artists' talents to find expression.

I hope you will recognize what an amazing gift the PCA provides to your community and those in the surrounding area. Piedmont is lucky to have the PCA, and I hope you will allow it to continue by renewing its lease.

My sincere thanks for your consideration.

James A. Haverkamp

Madam Mayor and Council Members

My comment on 801 Magnolia Ave is that it seems premature to sign a long-term renewal lease. There seems to be a false choice being discussed – it is not an art center or no art center, but a choice between only a very much part-time art center run by one group and a more fully utilized community center with more options and activities. The PCA may be the right option. However, there are quite possibly other opportunities to also utilize the facility. I walk past the center on a regular basis, and it seems to be very under utilized (yes, pre-Covid) – it does not seem to quite be the viable and thriving arts venue some describe, nor a diverse program and artist venue, as indicated in the staff report. In summary it has not been a thriving community or art center, thus I think we could possibly have an art center as well as a broader community center with more diverse uses. I hope that some options and broad community input can be solicited before the building is locked up with one user for another seven or ten years.

I looked over the staff report and noticed a couple things: the list of something like 280 activities seems like a lot but that is actually less than one activity per day (some it seems at an hour or two);d looking over their calendar from 2019 its seems like there are many, many hours when the center is not used. And, the audience for many of activities at the Center seem to be focused primarily on one particular demographic of interests. Next the lease terms for non PCA activities, such as City activities seems very constrained and not conducive to any regular scheduled activities – and third it seems that the City staff did not discuss any alternatives in the report – the ‘as compared to what’ question is not addressed.

As an aside, most of you know me for something different, but I am also actually an artist and active in parts of the East Bay art community. There are many many artists in our broader community - and thus, there are plenty of artists, with diverse backgrounds and art, out there that could be utilizing the space for more than an event or two every few days.

I also raise my points because I have felt for a long time that there is a significant need in the City for indoor community space activities – particularly for seniors and youth – such as via a youth and./or senior center, e.g. similar to the senior centers in Berkeley. I also always thought that 801 Magnolia would be a good option for those uses. Perhaps our highly capable Rec Dept can run 801 and likely way more fully utilize it – including allowing PCA to have its activities via a long-term agreement. This is just one option that can be explored.

In summary, please consider both an art center with alternatives that include much fuller use of the building, before signing a long-term lease, with a constrained termination clause, that seems to limit the building’s use and basically puts control in the hands of just one group as altruistic as they may be. Thank you.

Steven Schiller

Dear Council members,

We have enjoyed many enriching performances in the short time the prestigious Piedmont Center for the Arts has been part of this small community.

I’m writing to add my voice strongly urging the Council to renew the PCA lease so it can continue to bring high quality art and culture to Piedmont. We have a treasure right here in our backyard which we must protect.

Sincerely
Mary Moyce

The Piedmont Center for the Arts has become a popular and well respected venue for a variety of reasonably priced musical and dramatic performances, as well as for exhibitions of artistic creations by talented Piedmonters and others from the Bay Area and beyond. I urge you to renew its lease.

Beth Hurwich

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, but I served 9 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 PCA. 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 of the offerings of City of the Piedmont. It ranks up there along with the school system and our well-run town. PCA is a selling point used by many realtors why one should choose to live in our town. I have been told it is one of the top 5 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.

Now is the time to put negativity and falsehoods aside, have civil dialogue and find ways for the City and the Center to work together for the benefit for all citizens of Piedmont. I believe that members of the PCA Board are more than ready to work with the City to create policy and accessibility to the building to support the needs of interested groups.

PCA has been a good tenant and is willing to continue to be a good team player 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

We understand that the City Council will discuss renewal of the lease for the Piedmont Center for the Arts in the next few weeks. I'm writing to support renewal of the lease, preserving this important treasure for the City and its neighbors. We live on a split lot, paying property taxes to both Oakland and Piedmont. Over the past few years we have enjoyed musical concerts, plays and art exhibits at the Center and sincerely hope that, once the Covid crisis has abated, we can return for future programs.

Andrew and Mary Moyce

Good afternoon!

It has come to my attention that the Piedmont Center for the Arts (PCA) is about to go before the City Council for the second reading of their lease renewal. And I need to let you know how much my family and I value PCA. Upon moving here three years ago, we stumbled upon PCA and were thrilled to learn of their chamber music series. We have subscribed ever since, and pray that their lease will be renewed. It's one of the very bright spots in the area, and something we're very much looking forward to coming out of COVID.

All the best to each of you this year. And thanks for listening.

Gary Hurd

Dear Council members,

I urge you to approve the lease renewal for the Piedmont Center for the Arts. I'm a local artist who has used the facility for a book release party and art show and found it to be a delightful venue for both. It's also a top notch space for concerts and recitals. It is in fact a one of a kind resource for the local art community that would be sorely missed.

Your vote to extend the Center's lease would be greatly appreciated.

Sincerely,
Michael Manente

Dear sirs, I would like you to keep the Piedmont Center for the arts. It is a nice benefit to the community. Your help in this matter is appreciated!

Sincerely, Larry Schutten

Dear City Council--I'm a resident of Piedmont and support the lease renewal for the Piedmont Center for the Arts. I've been to several events there and believe the center presents good art and adds a lot of value to the community. Thanks!

best,
Stewart Florsheim

Dear Councilmembers

The Piedmont Center for the Arts is a rare gem at the center of Piedmont offering the community a local venue for top-notch visual and performing arts.

The Center has been a place of discovery- the discovery of the immense local talent within Piedmont and the surrounding Bay Area, as well as a venue for strengthening our sense of community. As a longtime Piedmont resident and former board member and President of CHIME (now part of the Piedmont Arts Fund), I find the Center to be a most worthy and cherished addition to Piedmont's cultural life and spirit of community. Born of local dedication, this endeavor to bring an affordable venue for high quality musical, performing, visual and literary arts to the center of Piedmont, accessible to all, has lived up to its mission and should be supported and protected by the Town.

The Center truly enriches the lives of Piedmonters by bringing a broad array of exceptional exhibits and performances to our very doorstep. Tired after a long week and not anxious to travel into San Francisco for a long concert evening? The Center affords you the opportunity to enjoy a short cultural evening at a fraction of the cost of a San Francisco performance. Want to expose your kids to exciting programs that might interest or inspire them, but don't want to drag them into museums or travel to long performances? The Center is the answer. Stop by on a walk home from school or a Saturday at the park. Exposure to the arts does not have to be difficult or out of reach financially.

I strongly urge the City Council to renew the lease for this exceptional community-building and well-run venue.

Sincerely,

Diana Meservey

Hello all Piedmont City Council members:

PLEASE RENEW THE LEASE FOR PIEDMONT CENTER FOR THE ARTS!

The Center has been one of the most successful public/private projects that has happened in the city where I have resided for the last 26 years, and over the 40 years our firm has worked in it. At a time when the arts in general are struggling, it's even more important that we keep this particular flag flying.

If you were to ask the average Piedmonter whether they would consider eliminating an arts institution they would respond with a resounding "No Way!"

Thanks in advance,

Steve Nicholls

Please renew the lease of Piedmont Center for the Arts which is a vibrant center that enhances our community. It is lovely that in this downtown area just a couple of blocks there are essential services, the paper, the rec center pool and tennis courts and also the art center, a lovely building. Why isn't the beautification society involved to make sure the center is with us for some time to come? There are enough bookings requests to last for years. Please do the right thing in the second hearing and give them a lease!

Best,

Tabatha Thomas

Dear Council Members:

I am writing to urge you to renew the lease for the Piedmont Center for the Arts. In a community that prides itself on promoting culture and the arts in our school curriculum, it seems

inconceivable that the city council might not renew the Center's lease. Over the years and with countless numbers of tireless volunteers, the Piedmont Center for the Arts has become a venue for world class musical events. It has enabled our residents to enjoy outstanding concerts without fighting the traffic and parking we face going into San Francisco and Berkeley. Celebrated musicians from renowned organizations have spoken of the Center's lovely space, its stellar acoustics, and the magnificent Steinway piano. PCA has become a jewel in the crown that is Piedmont, and it saddens me to think of this almost sacred space being used as a community center. Do not let this cultural treasure slip away. Please renew their lease.

Thank you,
Freddi Robertson

To the Members of the Piedmont City Council:

I am informed that under your consideration is the closing Piedmont Center for the Arts.

It is hard to imagine that such a proposal deserves examination. Since its opening, the Center has provided an exceptional venue for the performing and visual arts—not just for our Piedmont community, but throughout the Bay Area. I have attended a number of high-quality plays and concerts here, and have been impressed with the level of actors, singers, and musicians the center attracted—at fair ticket prices

This, coupled with the opportunity for visual artists to show their paintings—furthering their skills and reputations, has earned the Center an outstanding place in Piedmont, and beyond.

I myself, a long-time professional performer, gave my first Bay Area vocal recital here in 2012. After visiting five facilities in San Francisco and Berkeley, which lacked the technical and instrumental needs for this performance, my vocal coach—also a Piedmont resident, recommend the Center. It was perfect for us. The acoustics, the piano, the layout for a concert and reception, the intimate character of the room, and convenience for the attendees, made all of our experiences one to remember. In fact, I am in the planning stages for a second recital at your venue mid-year—COVID willing.

With the Center's new Board at the helm, I can already sense the cordiality and dedication they bring, and I look forward to working with them.

I hope your decision is a positive one for Piedmont Center's future; I am happy to be available for any further follow-up.

Yours in the arts,

Jay Krohnengold

I am writing in support of your extending the lease and operation of the Piedmont Center for the Arts.

I am an Oakland resident.

My first time there was for the showing of a movie about a horrible situation on the 57 bus in Oakland. (The 57 Bus: A True Story of Two Teenagers and the Crime That Changed Their Lives)

Then I went to the center when they were part of the "Jazz in the neighborhood" program which introduced me to an intimate setting with great musicians. The volunteers had, on top of the music and nice setting, set up a very welcoming atmosphere.

Today, I received a video in commemoration of the liberation of Auschwitz gas chamber camp and was blown away with emotions yet i don't have a Jewish background.

So, for me, the Piedmont Center for the Arts is a place where i can safely see, hear, feel, a different, not commercial, art experience. It's invaluable.

Sincerely,

Elisabeth Heidorn

Dear City Council Members,

Please see my attached letter with my response as both a Piedmont community member and arts professional regarding the proposed lease at 801 Magnolia Ave. to the Piedmont Center for the Arts.

As background, the company I co-founded, Bay Area Children's Theatre, was the first renter of the office space when PCA opened and I spent 3 years working and running programs in the building. I have found that the PCA's mission and building use has changed significantly over the past 9 years and I do not believe that the space is being used in an equitable way that supports the arts in Piedmont.

Thank you for reading my letter and for your thoughtfulness on this matter.

Sincerely,
Rebecca Posamentier

=====

Dear City Council,

I am writing to urge you to deny the lease renewal for \$1 per year of 801 Magnolia to the Piedmont Center for the Arts (PCA), and to **find a more equitable, fair, and community-minded approach to using the building and supporting the arts in Piedmont.**

The PCA lease allows this very small non-profit organization run by 11 individuals to rent a city building for \$1 per year. The PCA rents the office space at an under-market-value rate to a for-profit entity, the Piedmont Post. Any other individual or group (non-profit or for-profit) must also pay the PCA to use the space at the PCA's discretion. The PCA board has complete control over granting access to the space, and what the cost will be. **Why are you giving a free 7-year**

lease to a single organization who will then charge the community to use it? How is this equitably serving the citizens of Piedmont?

I would like to know why the City believes it is fair to give a free space to this one, non-diverse organization with a limited scope. **If the city desires to support the arts, why is it that the Piedmont Arts Fund, a group that exists solely to raise money to support the arts in the PUSD schools, must pay the Piedmont Center for the Arts a fee to use the space? Why does this organization get to take our fundraising dollars and put them into their own bank account with no accountability for programming?** What do the students at PUSD get back? Almost nothing. The PCA does not regularly program events for students or families. They offered one children's program in all of 2019. While they do rent to private teachers and the Piedmont East Bay Children's Choir, those are private events closed to the community. Additionally, they charged a fee for the high school theater department to use the space after the Alan Harvey Theater was torn down. **How can the City justify the PCA charging other community groups and our schools to use a space they were given for free as supporting community arts?**

Why is it that PEF, an organization that exists to raise money for the education of every PUSD student, pays rent in a city building and the PCA does not? There are so many excellent groups doing community work in this city – many of which are aligned directly with City values. For example, the Piedmont Anti-Racism and Diversity Committee, the Piedmont Beautification Foundation, the League of Women Voters, the Piedmont Arts Fund, the Education Speaker Series, and of course, the Recreation Department are all doing work to support citizens. How can the city justify exclusive, free space to a single organization? **What was the community process to decide this? There is no accountability to the general community if you move forward with this lease as it is currently written.** The City did not, as was asked for at the first reading, solicit community feedback, nor did they have any existing oversight groups, such as the recreation commission, weigh in on this matter. As a matter of basic fiscal responsibility, I must remind you that we received a letter not long ago from former Mayor McBain about the dismal state of the municipal facilities in Piedmont. **How can the city, in dire need of financial resources to fix these other spaces, consider a 7-year locked-in lease at \$1 a year granting majority exclusive access to a single private organization?**

If the answer to my questions is “we want to support the arts”, then I applaud you and also ask you to take a giant step back and think about equal access and please ask hard questions about the kind of access that PCA grants to the community. Their public offerings are limited in scope and certainly do not reflect the diversity in Piedmont, nor has there been any concerted effort on the part of the PCA board to bring diversity to the table or the building. That said, there is a segment of the community who appreciate their work and programs.

Denying the lease renewal will not signal the demise of the PCA; they can continue to organize their programs and can use the space at 801 Magnolia for free if the City so chooses. But they should not be granted control of the space at the expense of other community and educational groups in Piedmont.

Please consider other options for managing this city resource, namely, incorporating the building into the Recreation Department similarly to the Veterans Memorial Building and Piedmont Community Hall. If you believe that the PCA should have free access to the building over other organizations, then grant them a set number of free rental days, allowing them to continue offering their programs, but NOT the ability to control access to a city resource. If you believe that the arts are an important and vital part of city life, then consider an Arts Commission or at the very least have the Recreation Commission incorporate a commitment to arts programming for all ages. The Piedmont Recreation Department already knows how to manage and program city facilities in an equitable, fair, and community-oriented manner. **I ask the Council and Staff to deny the lease as proposed and come back to the table with a plan that will serve all citizens of Piedmont.**

Thank you,
Rebecca Posamentier

As a Piedmont resident, I support Nancy Lehrkind's proposal to consider alternatives to an exclusive lease of this facility. Piedmont has a shortage of event venues, and it seems like allowing for a multiplicity of uses, and managed thru the Rec Dept is a sensible approach.

Jonathan (Jay) Koch

Dear City Council members,

I'm persuaded to reach out to you about the upcoming lease renewal for the Piedmont Center for the Arts. I encourage you to treat this space similarly to the Veteran's Memorial Building and Piedmont Community Hall. Access to the arts is important to me and the private administration of this beautiful space isn't working. Let's keep offering programs that attract members inside and outside our community and expand that effort. A set number of free rental days could be established, for example. I've enjoyed the programs I've attended in this space, but often, it seems empty and underutilized.

Thank you for considering my input on this important matter.

Virginia Watkins

To the Members of City Council:

As a resident of Piedmont, a professional theater leader, and an arts advocate, I am reaching out to ask questions regarding the fairness of rental terms for non profits within the community with a specific focus on the 7 year lease agreement set at \$1 annually for the Piedmont Center for the Arts.

Arts accessibility is incredibly important to me, *as is equity*. The current state of affairs in renewing the lease to the PCA at a rate of \$1 annually that they may then financially profit from through subleases is deeply concerning.

Please consider and respond to the questions:

- What was the city's decision making process surrounding this lease agreement?
- Why is it that the Piedmont Arts Fund, a group that exists solely to raise money to support the arts in the PUSD schools, must pay the Piedmont Center for the Arts a fee to use the space?
- Why does the PCA organization get to take community fundraising dollars and put them into their own bank account with no accountability for programming?
- Why is it that Piedmont Education Foundation, an organization that exists to raise money for the education of every PUSD student, pays rent in a city building and the PCA does not?
- Why are we giving a free 7-year lease to a single organization who will then charge the community to use it?
- How is this arrangement equitably serving the citizens of Piedmont, and why does the PCA enjoy such favor from the City of Piedmont where other 501c3s do not? (How did we arrive here?)

As City Council and Staff, I implore you to adapt your process and the terms of your lease agreement to better reflect a holistic understanding of Piedmont-based NPO needs.

As a person who spends hours dealing with arts/npo relief funding, these parameters are grossly off course to the norm and it is time to correct the injustice and rebalance/redistribute the city's resources.

best,

Mary K. Lins

Dear City Council,

I'm frankly befuddled by how a group of savvy, quantitatively-astute public representatives like yourselves could consider granting the renewal of a \$1/annum exclusive lease of one of only 9* City-owned public interior space resources to a private organization (with almost no public transparency nor accountability), nor an objective consideration of alternative uses and requiring equal access and pricing for equivalent Piedmont organizations.

While our skillful City Administrator, Sarah Lillevand, is under tremendous pressure to generate— nay, maximize even— public revenue from all other City resources and is putting her ample creativity and smart problem-solving behind pricing Recreation classes, field spaces, preschool instruction, pool memberships, etc. to make those facilities 'break-even', and raise funds to benefit all Piedmonters, I am challenged to understand why the City-owned (purchased with taxpayer money) property at 801 Magnolia would not be held to the same cost-effectiveness, public-revenue-generating, or breakeven standards as our other publicly-owned facilities like the Vets and Community Halls, the Tea House, the Pool, and the Recreation Building.

I call on my City Council representatives to reject renewal of the PCA \$1/yr lease and to allow the Piedmont Rec Dept to either rent the space publicly— in a process similar to the rental

procedures already in place for other City-owned venues— or allow PCA to rent the space exclusively at a rate which would closely approximate the annual rental revenue generation estimated from the prior suggestion. available from renting the space implementing a RFP process which would allow the space to be leased or rented at competitive/market pricing to one or more organizations. It's not that I do not value the Arts and offering Arts programming in Piedmont City limits. On the contrary, I have attended a number of diverse programs at the PCA— visual art shows, musical performances, theatrical performances, and lectures. That said, I observe that 801 Magnolia Ave is a suboptimal performance and arts space (anyone who knows anything about putting on theatrical or musical performances, speaker events, and visual arts exhibits will concede this point). I also note that although Piedmont is a smaller City, it is not located in a remote and isolated geography where there are no other (much better designed and equipped) Arts venue options and where it might reasonably be difficult for the population to attract artists, performers and speakers.

I do not fault the Council for initially granting the \$1 annual lease on a trial basis to the organization. At the time, it was one more management responsibility that the City would have had to take on with limited staff, funds and experience. It was an easy way to have a well-organized and effective organization take care of and manage a city-owned property while delivering interesting arts programs to the Piedmont Community. I also understand that the Piedmont Center for the Arts initially argued that they needed a public-subsidy to provide 'proof of concept' that a Piedmont Arts Center could be viable— demonstrating enough demand and audience interest in their arts programming. Now, the organization has a decade-long track record and has established name-recognition among performing and visual arts suppliers. If the PCA concept truly has economic viability and 'legs', Piedmont should either sell the building to the organization to manage independently or it should rapidly phase out the rental subsidy and rent the facility at market rates.

An additional annoying barb in this public and exclusive-to-PCA subsidy is that other Piedmont arts and lecture/event organizations (e.g. LWV, Connect, Piedmont Arts Fund, etc) are either locked-out of utilizing this City-owned resource or else have to pay PCA a huge mark-up to rent-back our own publically-owned-and-taxpayer-subsidized space! At \$1/year in rent, PCA pays 0.3 cents/day to rent the space from us taxpayers but then charges equally-worthy Piedmont public-benefit, 501c3, organizations hundreds of dollars to rent the space for just a couple of hours. That level of double-standard or preferential treatment is, in my mind, very difficult to justify.

I strongly insist that the City Council reject the 2nd reading of the proposed PCA lease and engage in a robust public engagement process similar to the one which was created for the pool, the playground development, and other significant City Parks & Recreation resources.

Thank you very much for considering my point of view.

with appreciation,
-Hope Salzer

* By my count, the City-owned interior space resources are: 1) City Hall, 2) Piedmont Police Dept, 3) Piedmont Fire Dept, 4) Piedmont Veterans Hall, 5) Piedmont Community Hall, 6) Piedmont Recreation Center, 7) Hampton Preschool Building, 8) Japanese Tea House, 9) 801 Magnolia Ave.

Hi there,

I am writing in support of opening up the building for other artistic options for example, **incorporate the building into the Recreation Department facilities just like the Veterans Memorial Building and Piedmont Community Hall.** The PCA could then be granted a set number of free rental days, allowing them to continue offering their programs, but they should not have the ability to control access to a city resource.

I would like to see an equitable support to all aspects of artistic endeavors be supported by the city. Perhaps to ensure the city equitably supports arts access, there could be a sub-committee or an arts advocate position to the Recreation Commission.

Please reconsider re-leasing the space solely to the PCA. Or if you do, put restrictions on how they select what other events are held in the space and how much they can charge for it. We love the Art Center, it's an amazing facility – we've attended many functions there. However, I don't think they should decide who and what art comes through town.

Thanks,

Liz Behrens

I am writing in support of creating access to the arts and asking the board to come up with a more equitable way to lease the PCA....

Why is it that Piedmont Education Foundation, an organization that exists to raise money for the education of every PUSD student, pays rent in a city building and the PCA does not?

What was the community process to decide this? There has been no call for community input regarding this city-owned building. There is no accountability to the general community if they move forward with this lease as it is currently written. **How can the city, in the self-proclaimed dire need of financial resources to fix our other city-owned spaces, consider a 7-year locked-in lease at \$1 a year granting majority exclusive access to a single private organization?**

If the city desires to support the arts, why is it that the Piedmont Arts Fund, a group that exists solely to raise money to support the arts in the PUSD schools, must pay the Piedmont Center for the Arts a fee to use the space? **Why does this organization get to take community fundraising dollars and put them into their own bank account with no accountability for programming?** Additionally, they charged a fee for the high school theater department to use the space after the Alan Harvey Theater was torn down. **How can the City justify the PCA**

charging other community groups and our schools to use a space they were given for free as supporting community arts?

Please consider other options for managing this city resource, for example, **incorporate the building into the Recreation Department facilities just like the Veterans Memorial Building and Piedmont Community Hall.** If you believe that the PCA should have free access to the building over other organizations, then grant them a set number of free rental days, allowing them to continue offering their programs, but NOT the ability to control access to a city resource. To ensure the city equitably supports arts access, you can add a sub-committee or even just an arts advocate position to the Recreation Commission.

I ask the Council and Staff to come back to the table with a plan that will serve all citizens of Piedmont.

Thanks,
Christiana Reining

Dear Piedmont City Council members,

As a parent of a theater kid, I've felt really blessed in the past to be able to have my child enrolled in a theater class or choir which used the space at 801 Magnolia. I fully support city subsidization for a greater civic goal like sports or the arts. But from my time as a board member for the Piedmont Language School, I'm aware of the limited amount of space for elementary school activities that aren't with the elementary parent clubs or PRD. I've also sat on the vestry at St. Paul's Episcopal Church which is often used by musical groups, symphonies, etc. - far bigger ones than those that use PCA. I know that arts groups and facilities do not necessarily need months or even years of lead time for a booking and that the space rental fees paid by the arts groups offset the costs to the facility.

I've only kept up with this issue from what I've read in the press, and from the looks of it, the city is looking to extend a sweetheart deal for the Piedmont Center for the Arts. I understand that the organization has previously made significant investments in the facility. It seems that shouldn't be a perpetual factor in lease negotiations.

Also, the city subsidizes facilities such as a swimming pool, yet it still makes Piedmont Swim Team and others pay fees in order to use the facility. Finally, as you all are very aware, we just won an expensive and controversial bond measure by a tiny margin for a new swimming pool in Piedmont. It was expensive in part because we want to build a bigger building to create more facility space in Piedmont - yet now we're literally giving space away?

I suggest that:

1. An audit be done on the repairs made my PCA to the building. Most likely, the amount invested has already been paid back from the previous rent deal. If it hasn't, actually budget that into the new lease negotiation and call it fair. Otherwise, you're going to have that hanging over the city's head in perpetuity.

2. Create a reasonable lease that subsidizes the space, but still requires a reasonable payment from PCA for its usage. Has there been an accounting for the amount of money PCA brings in compared to its lease agreement?

3. Loosen the restrictions on the space because let's be honest - it's often empty - which does no one any good.

It appears that the lease will go month to month in the summer which will allow ample time for the city to better analyze the situation.

Sincerely,

Mary Wells

Dear Mayor and Members of the City Council,

I reviewed the proposed lease amendment for the Piedmont Center for the Arts. I urge you to consider making the following adjustments to the proposed lease agreement:

- 1) Add a provision requiring that arts programming be more inclusive and more diversified to appeal to a broader segment of the community and the arts community (I realize an oral commitment has been made but there should be a legal obligation to do so);
- 2) Add a provision requiring the space be made available to student arts and performing arts groups at no cost or very low cost for a certain number of days per year;
- 3) Revise the provision that requires the City to exhaust all other available options before seeking to use the space, and instead require that the tenant make the facility available for City purposes a certain number of days per year for non-arts programming at the City's option;
- 4) Require the Tenant to perform a certain dollar amount of tenant improvements each year of the lease in exchange for discounted or nominal rent; if no improvements are available to be made, charge the Tenant monthly rent at close to market rate.
- 5) Require the Tenant be responsible for maintenance and repair of the exterior of the building as well as the interior if Tenant is paying only nominal rent;
- 6) Limit the tenant's ability to sublease to other non-profits only. Ideally, the City would have direct leases/licenses with all tenants of the building or at least receive a proportion of the rents (including facility usage fees). If the City is prohibited from directly leasing space in the facility to for-profit organizations, then it is questionable whether a tenant should be allowed to do so unless rents derived from the sublease are used to support capital improvements to the facility, or to provide arts subsidies that benefit the greater community (not just the tenant).

I recommend the City issue a Request for Proposals for leasing of 801 Magnolia in the future to ensure there is a robust and inclusive process for engaging management and use of this public facility.

Thank you for taking the time to review my comments. I appreciate all of the work this Council does for our city and community.

Regards,

Lynne Bourgault Wright

Dear City Council members:

I heard from a neighbor about the potential 7-year lease of a city-owned building to the Piedmont Center for the Arts. From what I understand, I am opposed.

For what appears to be an unusually favorable deal that is wholly inconsistent with the treatment of other organizations right here in Piedmont, there would need to be a phenomenally compelling case to enter into this lease ... but I have not heard anything like that.

When I was treasurer for a boy scout troop here, I wrote checks to the city of Piedmont for the use of city facilities. I know that other organizations do the same. As a board member for a nonprofit organization serving kids in the Oakland schools, I have never seen something like this and would find it unusual.

In the name of consistency, transparency, and fiduciary responsibility, I ask you to find another approach.

Thank you for your service.

Best wishes,

Jonathan Becker

To Whom It May Concern:

May I add my voice to the chorus of community members who are writing in support of the Piedmont Community Arts Center and the renewal of their lease! The Arts center is one of the most valuable of Piedmont's many assets. It has become, as currently organized and managed, a wonderful place to hear music, view art and listen to lectures. The entire surrounding community benefits from this jewel of a site and its variety of offerings. Its popularity and ability to attract wonderful performers speaks to the incredible job being done by the current staff of devoted volunteers. As a former Art teacher at Piedmont High School, I only wish it had been available when I was there as it is providing all students, not just those in a class, a place to pursue and display their art. I "second" Valerie Corvin's fine letter, printed in the Post on Jan 20, and I

implore you to please renew the current lease for the PAC and continue to support the hard working volunteers who take care of the Center and its programs.

Sincerely yours,

Helen Brainerd

Dear City Council Members,

I agree with Rick Raushenbush, Becca Posamentier and Garrett Keating about not signing a new lease of \$1 a year for the Arts Building with the currently proposed terms.

Piedmont struggles to be the inclusive city that it can and should be, and signing this lease with its current Arts Building Board will continue to keep us stuck in a pattern of ignoring diversity issues.

Remember back to when we had a private Swim Club for those Piedmonsters who could afford to pay thousands of dollars per family for a membership and that this Club paid only \$1 a year to the City?

We can do so much better than we did then.

Let's listen to different voices, invite new ideas and include a much wider community of East Bay families to join us.

Warmly,
Dawn Margolin

Dear City Council,

As a fairly new resident to Piedmont, I'm not familiar with the back story of the Piedmont Center for the Arts. I have heard that a group of art-loving Piedmont residents got together and provided necessary updates/remodeling to the building. They essential turned the space into the wonderful facility it is today. And for that, they should be commended. And I believe they have been rewarded with a past lease for \$1 per year and the ability to make money from renting out the building space.

But maybe another conversation should be had to make sure that the facility is being treated equitably for all in the community. At this point, could the council consider other ways to manage this property? It seems strange that the Piedmont Center for the Arts is allowed to charge the high school theater department to use the space. Also that the Piedmont Arts Fund (whose sole function is to raise money to support arts for the Piedmont schools) is also charged a fee to use the space. Perhaps the calendaring of the use of the Piedmont Center for the Arts could be held with the Piedmont Rec Department and the Piedmont Center for the Arts non-profit would be given a certain number of rent free days.

Thank you for your consideration.

Dana Jones Mitchell

Dear Piedmont City Council,

Karen and Bruce Joffe want to add our names to the tsunami of support for the Piedmont Center for the Arts. Please act to have PCA continue in its location at the essentially free rent that it has operated under for the last decade.

As you know, PCA sponsors and founders have contributed over \$200,000 in physical improvements to the building. Moreover, they have contributed uncountable benefits to our local arts and culture by hosting world-class artists and musicians, many of whom are Piedmont residents!

In addition to enriching our cultural life in Piedmont, the PCA's activities make Piedmont a preferable place to live and thereby enrich our property values as well.

Thank you for supporting the PCA.

Sincerely,

Bruce Joffe
Karen Joffe

Dear City Council,

The Piedmont Center for the Arts organization has done a great service to the City of Piedmont by renovating a disused building in the heart of our town and turning it into a thriving arts center. The PCA also does the City a service in running and programming the building. I believe the lease for the building should be renewed, however, as a publicallyooened space the City should stipulate allowed uses and school and city access terms. Perhaps the school district should be able to use the site several times a year at no charge, and similarly with the City. I believe the City should also consider providing equitable terms when renting to community organizations. For example, perhaps PCA should pay a similar rate to the Piedmont Education Foundation. Thank you for your service to our community.

Best,

Christina Paul

Dear Council Members and Ms. Lillevand.

I'm writing today about the proposed lease renewal for the building at 801 Magnolia. I have had the opportunity to talk with community members on all sides of the issue, and I believe that if cool heads can prevail there is a solution well within reach that can satisfy everyone and achieve

what we all want: a thriving arts program that fully leverages the beautiful community resource at 801 Magnolia.

The passions on all sides of this issue are admirable. The working volunteers have built a wonderful arts program that should continue as a touchstone for Piedmont. The advocates of transparency and oversight are correct that government should operate in full view of the community. And those who want 801 Magnolia to support additional arts programming are simply trying to include more of the community in the arts. I agree with all of them.

However, to unite all of these perspectives you must postpone the second reading of the lease, currently scheduled, as I understand, for March, and take the issue back to the Rec commission (and community) to determine the best and most full use of the facility. In this way, we can arrive at a solution that satisfies all of the stakeholders and builds a stronger Piedmont community.

There is a way for everyone to win. I urge you to pause the lease reading so we can find it together.

Thank you for everything you do for Piedmont and the arts.

Rachel Long

I think seniors are the most overlooked group in Piedmont. I read frequently of the Village movement that provides support, education and recreation for seniors in North Oakland and Berkely. Rather than enter into a long term lease for a commercial use i. e. the Piedmont Post, wouldn't the city be better served by dedicating this space for support of its youth and seniors.

Margaret Rourke

Dear City Council,

Previously I wrote to you, opposing the proposed 801 Magnolia lease. I am concerned that we appear headed to a second reading of this flawed lease. I am writing now to support former Council member Keating's call, and elected Council member McCarthy's campaign pledge to advocate, for public hearings on the use of the space, before there is a second reading of the proposed lease.

Thank you. Kathleen Quenneville

Thank you! A robust public discussion of alternatives and options for optimizing and delivering equitable use of 801 Magnolia Ave would be very useful and appreciated.

Thank you! :)
Hope Salzer

I strongly support public hearings on the use of 801 Magnolia before final approval is given.

Joyce Polse

Dear Members of the City Council,

We are writing to offer some feedback on the lease renewal of 801 Magnolia. We are writing as Piedmont residents and co-chairs of the Piedmont Racial Equity Campaign's Housing Committee. The members of the our committee urge you to approach the lease with two principles in mind:

1. If the lease is renewed, it **must be flexible enough to permit early termination by the city for any city-related use**. As we begin the process of planning for the next Housing Element and considering how to accommodate up to 587 new units of housing, the city needs to keep all its options open. The Civic Center area is one of the few places in Piedmont where multifamily/mixed use is permitted, and we believe that a carefully considered master plan for the area may be an essential component of the Housing Element. With the upcoming renovations of the police and fire facilities, there may be a need for moving pieces around in the Civic Center in the near term, as well as re-siting buildings in the long term. The City will need to be creative and flexible.
2. As a group committed to equity and diversity, we believe transparency in all the city's dealings is critical. The current lease seems to favor one particular community group over other potential community users. While we believe the Piedmont Center for the Arts provides wonderful programming, we hope that a new lease will be structured to provide the **greatest benefit to the greatest number of Piedmonters**. Ideally different community groups would be able to utilize the space.

Thank you for your consideration of these points.

Yours truly,

Irene Cheng and Sarah Karlinsky

RICHARD W. RAUSHENBUSH

650 Blair Avenue
Piedmont, CA 94611
Mobile: (415) 518-7887
R.Raushenbush@comcast.net

November 24, 2020

Via Electronic Mail

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

Dear Sara and Councilmembers:

I am writing to express my continued concerns about the City's proposed 7-year renewal of the City's lease of 801 Magnolia Ave. to the Piedmont Center for the Arts (PCA). I hope that, on a second reading, the Council will give greater consideration to enhancing public access to this City space. Further, if the City Council decides to renew PCA's lease, I hope that the City will amend the proposed lease to accomplish the City's goals set forth in the Staff Report. With due respect, the current proposed lease does not reflect prudent planning, is likely to result in strained relations, and undermine the City's need to address budget shortfalls.

The threshold question for the City Council is whether to continue PCA control of a City building. Public comment was split between those appreciating PCA's role in hosting arts events and those who hoped that 801 Magnolia could become more of a "community center" where arts is one use, but not the only use. Most Piedmont non-profits rent City or School facilities as needed (*e.g.*, Education Speaker Series, Diversity Film Series, Piedmont Soccer Club); PCA could do the same for its arts events. The City Manager stated that Rec Dept. programs could fill any unused City space and the PCA space is often unused (even pre-COVID), other than as a quiet space for its commercial sub-tenant. This is not a choice between arts and no arts, but rather how best to maximize community benefit from limited City spaces.

If the City Council decides to give PCA primary control over 801 Magnolia, it must decide if doing so is consistent with City Code Section 17.22.020, which says the permitted uses in Public Facilities, Zone B, includes "City building, used by a governmental entity or other nonprofit entity." I was surprised to hear the City Attorney say that deciding whether PCA is a non-profit is beyond the City's jurisdiction when the City is responsible for enforcing its own zoning ordinance. Does the City just take an

entity's word for it, without any factual review? Or does the City have a special definition of "nonprofit" that does not require it to be accepted as a nonprofit by the IRS? I am not a tax attorney, but on its face it seems that PCA's 2018 tax return, filed without a Form 990-T, is inconsistent with PCA's 2018 profit & loss statement. <https://www.irs.gov/charities-non-profits/unrelated-business-income-tax>. Nancy Lehrkind's letter and Gautam Wadhvani's public statements raised more concerns about PCA's legal status as a non-profit. I assume you agree that the City is bound by the City Code.

If the City Council decides to renew PCA's lease, the proposed PCA lease has four major flaws. As a result, it fails to achieve the goals set forth in the City Staff Report. The lease is at: <https://www.ci.piedmont.ca.us/common/pages/DisplayFile.aspx?itemId=17199779>.

(1) Future City Construction. The proposed lease prevents the City from terminating the lease until January 2024 at the earliest—and then only if the City is conducting significant renovations of the Police, Fire or Recreation buildings. (See Sections 1.8 & 9.2). The City, however, plans to seek voter approval of bonds to renovate or rebuild City buildings in Spring 2021. The City's building plans might include relocating City staff to 801 Magnolia while construction is ongoing or even a new structure at the 801 Magnolia location. The City could be ready to begin construction in Summer 2022, but be blocked by the PCA lease, as construction costs increase during the delay. The simple fix is to amend the lease to allow the City to terminate without cause on 180 days' notice (note that the City's lease to the Piedmont Educational Foundation allows termination without cause on 90 days' notice). If the lease is not amended, and construction costs increase by several million dollars during an 18-month delay, Piedmont taxpayers will not be happy.

(2) City Use of 801 Magnolia. Because the 801 Magnolia space has been unused much of the time (other than PCA's sublease to the Piedmont Post), the City seeks the right to hold "City Sponsored Activities" there or to rent it out for "City Private Rental Activities." A good idea, but the proposed lease puts unwarranted hurdles in the City's way. 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) the City tries to relocate its activity if PCA asks. (Section 4.2(c)). City Private Rental Activities, allowed only if PCA has nothing planned, face similar restrictions. (Section 4.2(b)). While both sides may hope this "sharing" of the 801 Magnolia space will go smoothly, these hurdles for each City use almost ensure it will not. The simple fix, consistent with the City's ownership on behalf of all City residents, is to allow the City to schedule any activity there that is compatible with any arts-related activity previously scheduled by PCA (and regardless of the sub-tenant's desires). At a bare minimum, a City right to terminate without cause on 180 days' notice will ensure good faith cooperation on both sides.

(3) Revenue for City Expenses. In 2011, the City gave PCA a no-rent lease because PCA agreed to pay to perform long-deferred maintenance on the building. In the proposed lease, PCA pays no rent, but is not asked to perform any work. By contrast, another non-profit, the Piedmont Education Foundation, pays rent of \$19,020/year for less nice space inside Veterans Hall. PCA's 2019 balance sheet shows over \$406,000 in assets and its 2018 and 2019 profit & loss statements shows income exceeding expenses. After public comment that PCA could afford to pay rent (like most non-profits using City or School facilities), PCA's Treasurer stated that PCA could "do more," *i.e.*, pay rent. The City has stated that it needs revenue to fund maintenance. Accept PCA's offer! If the City Council does not accept rent, from a willing PCA, consistent with how it treats PEF, I fear blowback when the City asks for more taxpayer funds.

(4) Equal Access. 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 only, plus its sub-lease. (Section 1.1). In theory, the City Private Rental Activities provide another path for residents to rent the 801 Magnolia space, but, as noted above, the City's rights are restricted. Even if that is fixed, PCA has the first right to schedule events. The lease should require PCA to rent space to any Piedmont resident for any event compatible with the space.

There are a few additional contractual issues that the City should address:

(5) Even if the City abdicates its responsibility to determine whether PCA's use would comply with City Code Section 17.22.020 before entering into a lease renewal, at a bare minimum the proposed PCA lease should include PCA's representation and warranty that it is a non-profit, an obligation to inform the City if the IRS or California determine it is not, and the City's right to terminate the lease in that event. Otherwise, how will the City enforce the law if the IRS or California determine that PCA is no longer a non-profit?

(6) The proposed lease requires PCA to maintain certain types and levels of insurance. (Section 11). I do not know if PCA has done so. However, the City should make sure that PCA's insurance provides adequate coverage for the City for any liability or damage arising from the Sub-Tenant's use or occupancy of 801 Magnolia. Piedmont Post Publications, Inc. is identified on the California Secretary of State website (<https://businesssearch.sos.ca.gov>) as "FTB Suspended." That means that the Sub-Tenant has violated California's tax laws. In addition to violating the Sub-Tenant's requirement to comply with all laws (Section 12.1), there are legal consequences. Under Cal. Rev. & Taxation Code § 23304.1(a): "Every contract made in this state by a taxpayer during the time that the taxpayer's powers, rights, and privileges are suspended ... shall ... be voidable at the request of any party to the contract other than the taxpayer." Thus, the City cannot rely on the Sub-Tenant's insurance being enforceable, assuming the Sub-Tenant is carrying insurance.

Finally, in assessing whether PCA is passing the City's subsidy through to residents and performers, please note that PCA did not pay utilities under the existing lease until after I asked for records of such payments in 2019. At that point, PCA paid the utilities due since 2011. This payment significantly skews PCA's 2019 P&L statement, as the amount due for 2011-2018 was \$25,690. Even leaving aside PCA's "Thornborrow Family Gift Fund," PCA's income considerably exceeds its expenses in both 2018 and 2019. In its 2017 application for a conditional use permit to sub-lease part of 801 Magnolia to the Piedmont Post, PCA stated that such rental income was needed to cover "our overhead, maintenance, repairs and provides a small fund for upgrades." PCA's 2018 and 2019 financial statements seem to show that PCA could either (a) eliminate its commercial sub-lease and still cover expenses or (b) could reduce the charges for arts-related events to close to zero and still cover its expenses with its commercial rental business income from the sub-lease and hourly rentals to the business group. Instead, PCA has steadily accrued greater assets from which it could pay rent if the City allows it to both continue its commercial rental business and charge rent to arts-related events.

I hope that, during the second reading, that the City Council will look forward to the future and what is best for our community.

Sincerely,

/s/

Richard W. Raushenbush

January 31, 2021

City Council
120 Vista Avenue
Piedmont, CA

Re: PCA Lease Extension for 801 Magnolia

Dear Mayor King and Councilmembers Rood, Cavanaugh, Andersen and McCarthy,

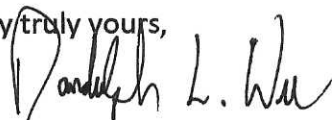
I am writing in opposition to the proposed seven year extension of a lease to PCA for 801 Magnolia. I do not oppose an extension as long as Piedmont retains the unilateral right to terminate without cause for convenience. Without this unilateral termination right I must oppose a lease extension for PCA.

801 Magnolia is one of the few properties at Civic Center that is appropriate for many community uses. As you know more than 99% of Piedmont is zoned single family residential, and less than 1% is in a commercial zone. There are a wide range of community needs at Civic Center. Very few properties are readily available to the City to meet these needs. 801 Magnolia is one of these scarce resources that should remain available to the entire community. An option to terminate and use 801 Magnolia for other future needs will give the Council the flexibility to make the best use of this valuable property.

I have no doubt that the PCA patrons put on worthy events that at times may attract an appreciative audience of music and art lovers. This is a commendable use that can be continued by PCA as it appears to be very well funded. However, it does not justify exclusive control of 801 Magnolia by the PCA. The City should retain control through a unilateral termination right as there are many potential uses for 801 Magnolia that the community should be able to determine rather than just those that run the PCA.

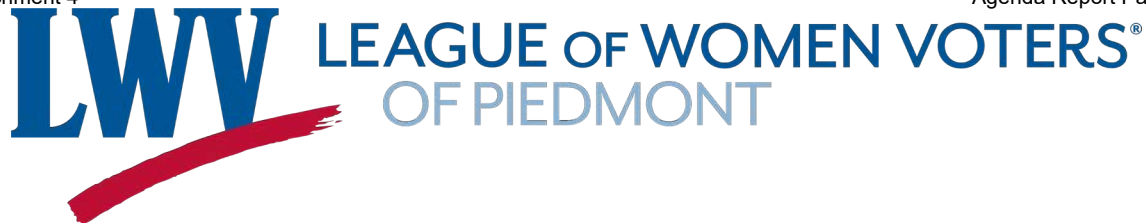
Thank you for your dedication to the community and your service on the Council.

Very truly yours,



Randolph L. Wu
130 York Drive

cc. City Clerk, Piedmont Racial Equity Campaign



February 4, 2021

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

Re: Piedmont Center for the Arts Lease

Dear Councilmembers:

I am writing on behalf of the League of Women Voters of Piedmont (LWVP) board to express our concerns about the proposed lease renewal for Piedmont Center for the Arts.

Our concern is based on the longtime, ongoing need for more sites in the City to hold community meetings and events. As you know, the Piedmont League hosts regular meetings, usually with prominent speakers, that are always free and open to the public. Except for our annual lunch meetings when we rent the Community Center or Veterans Hall, we invariably struggle to find suitable, available space in Piedmont to hold our speaker events. The Arts Center would be an ideal site for such events, but in the past, our requests to use it have been turned down because they were not arts related.

Regarding the Center's proposed lease renewal, the (11/16/2020) City staff report states, "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."

It is not clear where LWVP and other similar organizations that are neither City programs nor private entities fit in this arrangement. Also, the requirement to reserve the PCA hall for non-arts private events 40 days ahead seems like an excessive time frame and a disincentive. It is also unclear whether the proposed lease prevents PCA from canceling a scheduled non-arts event reservation in favor of an arts-related program.

While we totally agree with and support the Arts Center's mission to provide and encourage arts programs and events in Piedmont, we would like to see a balanced use of the building that serves the needs of our entire community. To that end, we hope you will carefully consider how

the proposed lease can accommodate wider access for Piedmont residents to realize the full value of this valuable space.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Plimier", with a stylized flourish at the end.

Lorrel A. Plimier
President, League of Women Voters Piedmont