CITY MANAGER APPROVAL:  

EMILY HARRISON  
Assistant City Manager

cc:  Jan van der Laan, President, Community Skating Inc.  
Linda Stebbins Jensen, Executive Director, Winter Lodge
October 25, 2007

Mr. Frank Benest, City Manager
City of Palo Alto
PO Box 10250
Palo Alto, CA 94303

Re: Winter Lodge/Community Skating Inc. 10-year lease extension.

Dear Mr. Benest,

The initial 20-year period of the lease for the operation of Winter Lodge by Community Skating Inc. #247 will expire on January 26, 2010. A 10-year option to extend is included in this lease. Therefore, as per the terms of our current lease, the Board of Directors of Community Skating Inc. would now like to exercise our option to extend the lease for 10 years from 2010 to 2020.

Winter Lodge has been an asset to the City of Palo Alto for over 50 years. Operating like a recreational partner for the city, Winter Lodge offers classes through the City of Palo Alto Recreation Department and other neighboring community recreation departments. Almost every elementary school in the Palo Alto Unified School District books a family skate night at Winter Lodge every year, and many schools in neighboring communities do the same. We plan to continue our current practices of keeping the property, machinery and buildings in top condition. Our improvements to the site and building, to date, total over one million dollars ($1,000,000).

We also plan to continue to provide outstanding customer service. We believe our track record of providing a non-profit recreational facility for the community has been exemplary. Last year, Winter Lodge was recognized by the Ice Skating Institute for having the #1 largest skating school in the United States, based on number of students promoted. This is especially impressive as we are a facility with a smaller-than-average rink and are only open seven months of the year. Our skating school operates consistently with a 98 to 99% customer satisfaction and enrolls over 3,000 students per season every year.

Our facility and our program have gathered interest outside of the area. The city of Boulder, Colorado, is currently planning a recreational ice skating facility modeled after our operation. We are also proud to note that Outside Magazine recently ranked Winter Lodge as one of the top 10 outdoor ice skating experiences in the United States.

We thank you for your consideration and we look forward to hearing from you and working with you in the future.

Respectfully,

Jan van der Laan
President, Community Skating Inc.

Linda Stebbins Jensen
Executive Director, Winter Lodge

"WINTER LODGE IS DEDICATED TO PROVIDING QUALITY RECREATIONAL PROGRAMS FOR THE COMMUNITY."
Attachment B

AMENDMENT NO. 1
TO LEASE WITH COMMUNITY SKATING, INC., FOR THE PROPERTY
LOCATED AT 3009 MIDDLEFIELD ROAD, PALO ALTO

THIS AMENDMENT NO. 1 to the January 26, 1990 lease ("Lease") with Community Skating, Inc., for the property at 3009 Middlefield Road, Palo Alto, is made and entered into this _______ day of ______, 2008, by and between the City of Palo Alto, a municipal corporation ("Lessor") and Community Skating, Inc., a California nonprofit corporation ("Tenant").

RECITALS

A. In accordance with a voter-approved measure on April 28, 1987, the City acquired a 3.73 acre parcel on Middlefield Road, commonly known as the "Winter Lodge" site, for the purpose of continuing its use as a community ice skating facility.

B. On August 4, 1989, Lessor granted Tenant an exclusive option to obtain a lease for the purpose of upgrading, maintaining and operating of a public ice skating facility and ancillary services including access by civic and community groups.

C. On January 26, 1990, Lessor and Tenant entered into a 20-year lease with an option to extend for an additional 10 years.

D. The parties now desire to amend the Lease to extend the existing lease term for an additional ten (10) years. Tenant has been a good steward of the property and provided community benefit through its operations and programs.

E. The Tenant has satisfied the conditions required to extend the Lease.

NOW, THEREFORE, in consideration of the following covenants, terms and conditions, the parties hereto agree.

Section 1. Pursuant to the terms of Section VI of the Lease, Tenant is hereby permitted to extend the term of this Lease for an additional ten year period, commencing December 31, 2010 and terminating January 1, 2020.

Section 2. All provisions of the Lease not amended herein, shall remain in full force and effect.
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Lease as of the date first written above.

CITY OF PALO ALTO

_____________________________
Assistant City Manager

ATTEST:

_____________________________
City Clerk

APPROVED AS TO FORM:

_____________________________
Sr. Asst. City Attorney

APPROVED:

_____________________________
Director, Administrative Services

TENANT:

COMMUNITY SKATING, INC.
a California nonprofit corporation

By: ________________________

Name: ________________________

Title: ________________________