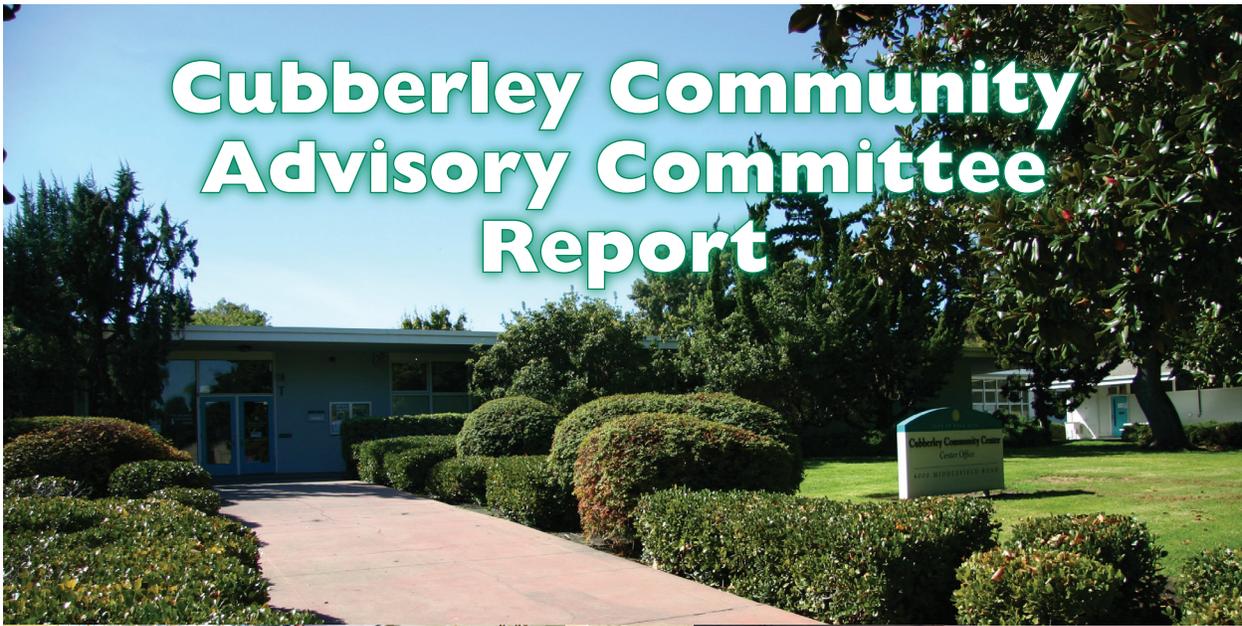


Cubberley Community Advisory Committee Report



education



child care



dance



seniors

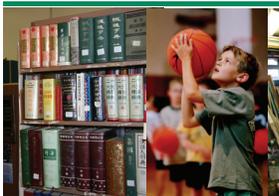


softball

Volume I

Executive Summary

An opportunity CCAC Recommendations



culture



b'ball



art



meetings



music



theater

soccer

35 acres.

The last large piece of publicly owned land in Palo Alto.

What will its future be?



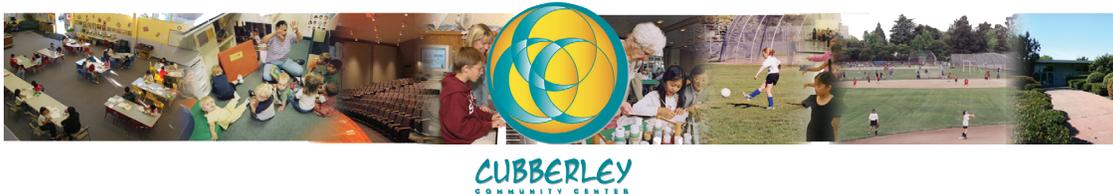
CUBBERLEY
COMMUNITY CENTER

VOLUME I

Contents

Executive Summary

An Opportunity &
CCAC Recommendations



CCAC REPORT

EXECUTIVE SUMMARY

“ *Two roads diverged in a yellow wood, And sorry
I could not travel both Somewhere ages and ages hence:
Two roads diverged in a wood, and I — I took the one less
traveled by, And that has made all the difference.* ”
— Robert Frost

Cubberley. One of the most critical and important issues facing the Palo Alto community ... and at the same time one of the greatest opportunities.

Originally opened as a high school in the 1950's, Cubberley was closed due to decreasing enrollment in 1979. Thanks to visionary collaboration between the City and the School District, the vacant high school was replaced by a community center that has grown in use and importance over the years, filling a key and central role in community life. Now Cubberley is again at a critical crossroads. The School District believes that Cubberley will be needed again as a high school, and this is a community where education has a very high priority. At the same time, however, our growing and changing population cannot afford to give up valued and essential community center services, and there are no available comparable locations. Without Cubberley, many of these services could be lost to the community. Based on extensive research and deliberation, this Committee believes that a modern, more efficient site design is feasible, and with such design the site can support both uses — as it must. We strongly recommend taking steps now to prepare for eventual joint use of the site to provide both the school and community programming that are key to our quality of life in Palo Alto.

Although the Cubberley Community Center currently occupies the entire 35-acre site, the City only owns 8 acres; the remaining 27 acres are owned by School District, and leased to the City. Together, this 35-acre site is the last major plot of publicly owned land in the City proper, and its long term future use is critical to both community services and education. With the lease between the City and the School District expiring at the end of 2014, a near-term decision must be made about renewal — this decision will set the stage for choices about the long-term future and use of the site.



This report of the CCAC — the *Cubberley Community Advisory Committee* — is the culmination of nine months of intense and dedicated effort by a diverse and representative committee of Palo Alto citizens seeking a win/win solution for the City and the School District. Our report is presented to both bodies with the strongest of recommendations that the City and School District work cooperatively to the end of achieving that win/win outcome by planning for phased development to support co-location at Cubberley for the common good. A true synergy between both bodies working together could lead to opportunities not otherwise available to either. We recognize that this will not be easy, and that much work remains to be done, but the CCAC believes that this is a special opportunity for the community to come together and seize the opportunity to create a positive outcome that will create a better future for Palo Alto.

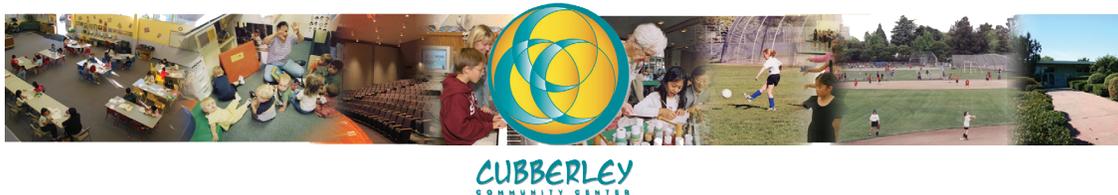
The recommendations for the future of the Cubberley site that resulted from the CCAC process and effort are provided with a summary discussion in the Recommendations section of Volume I of this report. These recommendations reflect our basic belief that the community center function of Cubberley must be preserved. Given the School District's expected need for a high school on the site at some future time, the CCAC recommends that that future be a shared City / School District use. A necessary first step toward achieving this end is for the City and School District to renew the Cubberley lease. But the CCAC unanimously agrees that such a renewal should be tied to a mutual commitment to use the renewal period to make concrete plans for long term sharing of the site. The CCAC believes that this shared use goal can be achieved to the betterment of the entire community — if the City and the School District work cooperatively together with the common goal of a shared use that will serve both the educational and community services of future generations of Palo Altans.

This CCAC report is presented in four volumes. **Volume 1** is a summary of the opportunity that Cubberley presents and of our recommendations for how to take advantage of that opportunity to create a positive reality for the future that will serve both community and educational needs. **Volume 2** presents the reports of our four hard-working subcommittees: **School Needs, Community Needs, Facilities, and Finance**. The School and Community Needs reports underscore the great importance of both areas to community expectations and to the quality of life in Palo Alto, and include consideration of demographics. The Facilities report presents some exciting concepts about how the site might be used in a far more efficient and productive way to meet the needs of the community. The Finance report considers a number of financial issues associated with Cubberley's long-term future, ranging from elements associated with the lease to funding options looking to the future. In considering the idea of a shared use of the site, the



subcommittee work looked into what some other communities have done or are doing to achieve a similar goal. **Volume 3** provides a wealth of background information, including the formation of the CCAC and a record of our meetings. **Volume 4** is comprised of appendices including: CCAC minutes, master planning documents, City and School District financial outlook and budgetary information, joint use concepts, a CCAC briefing book, and tenant-related information.

A very considerable community effort has been the basis for this report. The CCAC hopes that this provides a solid basis for the near-term decisions that must be made by the City and the School District ... and a strong beginning for a longer-term community effort with the City and the School District working closely and cooperatively together with the common goal of making the best and most complete future use possible for the very special community treasure that Cubberley has become.



CCAC REPORT — VOLUME I

Cubberley. An opportunity so important, so significant, and so far-reaching that it will profoundly impact future generations of the greater Palo Alto community. An opportunity so complex that its resolution will require leadership from both elected officials and involved members of the community. Achieving a positive resolution to an issue of this magnitude and import truly is a great opportunity. And, Palo Alto is a community with a history marked by problems that were faced and opportunities seized and solutions achieved that we benefit greatly from today.

The last time Cubberley's future was at risk, the City and School District forged a visionary partnership to serve the Palo Alto community by protecting the site and putting it to valued use that has endured for over 20 years. Today's circumstances are putting that partnership to the test. This first volume of the CCAC report to the community presents a statement of the opportunity that Cubberley presents together with our recommendations for actions that we believe could lead to constructive solutions that will be our generation's contribution to Palo Alto's future greatness.

An opportunity

“ Before you attempt a solution, you must first define the problem. ”
—Prof. Gene Webb, Stanford Business School

CCAC is the acronym for *Cubberley Community Advisory Committee*, but it could as easily be *Community Conundrum About Cubberley*. Because the decisions that must be made by the Palo Alto City Council and the Palo Alto Unified School District about Cubberley and which will determine its future present a complex and very difficult conundrum.

The fundamental problem faced by the community can be summarized as this: Cubberley is a former high school which the School District thinks will be needed again as a high school at some undetermined time in the future — at the same time, since its closure as a high school, Cubberley has been transformed into a vibrant and irreplaceable community center, but in structures that were not designed to meet the facilities needs of today and which will require substantial additional investment to preserve. With the future of this last community asset of its kind under the cloud of these potential conflicting needs, a decision is pending about whether or not the City and School District should renew the lease, which has raised the question: can both of these community needs



CCAC Report — An Opportunity

be successfully served or will one advance at the expense of the other? Is a win / win outcome possible? Clearly, the City and the School District need to work together to achieve a win / win. This is the challenge which the community faces and which this CCAC report will attempt to address.

The declared position of the School District is that they would like to keep the option open to use all 35 acres of the site for a high school at some yet to be determined future date. (It should be noted that this position was taken early on, without the context of site design options.) This requirement is not absolute, nor is the date that it could be absolute (estimates range from 15 to 25 years in the future), but current projections show increasing enrollment that will exceed the built-out capacities of the two existing high schools.

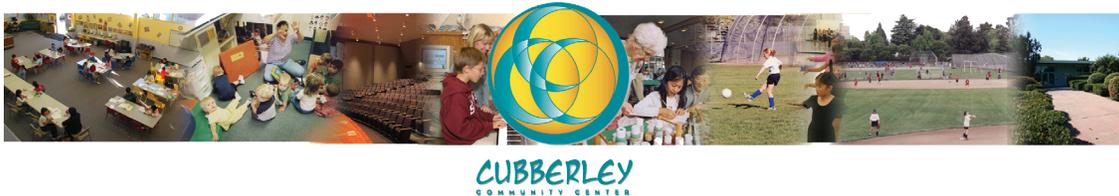
A unique community property. Can we transform a problem into an opportunity?

Cubberley comprises 35 acres ... 27 owned by the School District and 8 owned by the City. The owners are, of course, the citizens of our community. This 35 acres is the last large block of publicly owned land in the city proper. Cubberley's unique, last-of-its-kind quality is that its location is in the core of the city with all the advantages of convenience, accessibility, and ease of meeting service and community needs that its location provides.

The City and the School District are faced with a critical decision that must be made by the end of 2013 ... a decision that will significantly impact the future of this property and how it serves the citizens who own it. And that decision is the lease arrangement between the City and the School District that is up for renewal. Should this lease be renewed and if so under what arrangements for the amount of payment and conditions of use? And, what must be done during a renewal period to prepare for the best use of the site into the future?

Many complex and daunting issues impact this decision and will be impacted by it. It is the equivalent of attempting to solve a mathematical equation with conflicting boundary conditions. But solve it we must!

The dimensions of the problem that the City and School District must resolve include these critical elements:



CCAC Report — An Opportunity

- **Potential use of the entire site for a future high school.** The position of the School District is that they will eventually need all 35 acres. This requirement is not absolute, nor is the date that it could be absolute (estimates roughly range from 15 to 25 years in the future).
- **Community services at Cubberley would be displaced and lost if all 35 acres were to be returned to use as a high school.** The community services at Cubberley have grown to become an essential and vital component of, and major contributor to, Palo Alto's highly regarded quality of life, and if the Cubberley facilities were not to be available many of these services would be lost forever to the community. Even if the City retains its claim on 8 acres, services would have to be consolidated into a much smaller footprint and facilities would have to be redesigned.
- **ABAG pressures for expanding housing in Palo Alto exacerbate the need for additional school and community services.** To the extent that the ABAG housing recommendations for Palo Alto are accommodated, the resultant significant population increase will: (a) make the need for a full high school at Cubberley much more likely, while (b) also creating a greater demand for scarce public services which will be even more scarce if the community center is displaced by the high school use and thus, as noted above, lost to the community.
- **The financial environment today is very different from when the applicable leases were written.** Both the City and School District financial environments today are very different from when the applicable leases were written and the funds for the leases were provided by the Utility Users Tax passed by the voters and incorporated in the City budget. The Cubberley lease income continues to be an important revenue stream for the School District, while the City has a structural deficit and sizable infrastructure and other needs — all with the Utility Tax income flattening.
- **Extant structures are 57 years old and deteriorating.** Whichever the future use or uses, there is already a need for investment in the physical plant at Cubberley ... a need that will continue to grow the longer decisions regarding its future are delayed.
- **The layout of the current structures is a very inefficient use of the property.** With land for public uses far more expensive and much less available than when Cubberley was built, any future use will require much more efficient facility design and land use.



CCAC Report — An Opportunity

- **The City and the School District have different planning horizons.** Whichever the future use or uses, there is already a strong need for investment in the physical plant at Cubberley ... a need that will continue to grow the longer decisions regarding its future are delayed. Accordingly, planning by both the City and School District needs to start now — and be long term. Decisions must be made about whether to continue investing in aging and costly facilities or instead to invest in a new, more efficient design that can serve the whole community well into the future. If the School District cannot commit to a future community center presence on the site, alternate locations will have to be purchased. Moreover, the School District would have to pay to reclaim the 8 acres owned by the City.
- **‘Kicking the can down the road’ will have severe consequences.** The issues associated with Cubberley are such that decisions delayed will inevitably lead to even more difficult problems in the future. In the absence of a solution to the Cubberley question, the property will inevitably continue to deteriorate, its use will become increasingly inefficient, and options for addressing the issue of its long-term use will be further constrained.
- **Availability of alternative parcels will diminish over time.** Development pressures from growth-driven demand will generate other uses for the few parcels that might now be available for community services or education. And, because the rapid pace of development could leave the community with few if any options in the relatively near future, the time line for decisions is sooner rather than later.
- **Which services should be retained, expanded, or eliminated?** Currently available data on the supply and demand for Palo Alto community services and programs are insufficient to inform a building program or to determine which should have a future at Cubberley and with what space requirements.
- **A cooperative, community-wide effort is essential to achieving a successful outcome.** The future of Cubberley is a community issue, and its successful resolution will require the City and the School District to recognize that they both serve essentially the same community, which is an implicit mandate to work together to achieve a positive solution for all.

Planning for Cubberley’s future is significantly complicated by the fact that the School District cannot know for certain now what its plans are for a high school use of the



CCAC Report — An Opportunity

Cubberley site. It could be for a full high school comparable to Paly and Gunn ... or for some kind of specialized high school ... or, if the population levels off instead of growing as currently projected, not used for a high school at all. Moreover, the time line for the School District knowing this ultimate need can only be characterized as *some future time*. This uncertainty is surely the basis for the School District's desire to preserve their potential access to the entire 35 acres.

The **Community Needs Subcommittee Report (Volume 2)** reviews the community services now at Cubberley, and for each includes a brief statement under the heading "*If Cubberley were not available.*" Taken together, these statements inform us that, due to the lack of alternative and / or affordable locations in Palo Alto, many of these services would be lost to the community or even, literally, be forced to completely shut down. Moreover, the longer we wait to determine their future at Cubberley, the fewer alternatives there will be for relocation.

The ABAG mandate, to the degree that it becomes a reality, is the most significant factor that will influence the future of Cubberley. In a city that many feel is already at capacity, thousands of new housing units would significantly increase the pressure for expanded school facilities ... and at the same time the demand for services of the kinds offered at Cubberley. And, today, we do not know either the extent to which this mandate will be followed or the time line if it is. All of which make the decisions that must be made even more difficult.

With parts of Cubberley dating back almost 60 years, it is not surprising that many of the structures are deteriorating and in real need of maintenance and upgrading. An uncertain future complicates the decisions to make needed investments in the physical plant, and the longer these decisions are delayed the more expensive and difficult they will become. The fact that the layout of the structures on the property is not efficient further complicates these decisions in the sense that it might make far more functional and financial sense to scrape and rebuild in a way that is a more efficient and effective use of the site.

Planning for a future high school, community center, or shared use should begin now. Because completing any of those facilities has a planning horizon of 15 or 20 years or more, some construction can start sooner. Phased development would allow some of the site to be utilized during construction.

"Kicking the can down the road" is clearly not a solution. In fact, it could have the



CCAC Report — An Opportunity

consequence of eliminating possible solutions and exacerbating the existing problems. For example, if a future high school use were to result in community services being displaced, the options for relocating those service in the Palo Alto community will be fewer ... or even non existent ... the longer it takes the community to come to grips with how Cubberley will be used in the future. In truth, even today there are very few such options, and state requirements presented via ABAG significantly impact those that are available. Another possible consequence would be to provide support for those who believe that the answer for Cubberley would be for the City to keep its 8 acres and develop that part of the site for community use, leaving the future of the other 27 acres to the School District to determine. This could, of course, proscribe many productive joint use outcomes together with efficiencies that could be gained through planning around compatible uses.

And so, to find a solution that is to the benefit of all of the owners of the site, which is to say the entire community, the first problem that must be solved is to find a way for the City and School District to work cooperatively, in unison and partnership, on the same time line, and with a common goal.

These and related issues have been reviewed and discussed in great deal by the four CCAC subcommittees:

- **School needs subcommittee ...** *Chaired by former Mayor Bern Beecham*
- **Community needs subcommittee ...** *Chaired by former School District President Diane Reklis*
- **Facilities subcommittee ...** *Chaired by Parks and Recreation Commission Vice Chair Jennifer Hetterly*
- **Finance subcommittee ...** *Chaired by former Mayor Lanie Wheeler*

Each of these subcommittees did a prodigious amount of work and each did an excellent job of studying and understanding the issues and bringing recommendations forward for the full CCAC to discuss and act upon. Their reports are collected in *Volume 2 of this CCAC Report*, and each is an absolute *must read*.

It was unanimously agreed that the CCAC lacked the time, resources, and expertise to perform the comprehensive needs assessment required to make detailed recommendations about programming for school or community use. Instead, this report, informed by the thoughtful deliberations of a diverse group of community and school representatives, analyzes the challenges and opportunities Cubberley represents and makes specific recommendations about the time line and policy priorities that should drive the development of a plan for Cubberley's future.



CCAC Report — An Opportunity

Clearly, the question “what to do about the future of Cubberley” is one that needs to be answered sooner rather than later, and equally clearly that answer needs to come from a united community working together in common purpose to the benefit of all.

CCAC Recommendations

*‘... if it can be thought, it can be done,
a problem can be overcome.’*
— E. A. Bucchianeri

The CCAC recommendations are of two kinds: (1) specific near term decisions that are required as essential components of the long term solution which will serve the best interests of the entire community, and (2) a number of decisions which we have identified as critical steps down a path which will enable the community to ultimately achieve a solution. As noted above, the need is great, the problem is complex, and an ultimate win / win solution will require the best efforts of a united community working together in common purpose.

The CCAC researched and discussed the issues associated with Cubberley’s future at great length and in considerable depth. The extensive work of the four subcommittees is reported in great detail in Volume 2 of this report. These subcommittee reports contain and provide a great deal of information essential to understanding the issues and how those issue might be resolved:

- **School needs subcommittee ...** working closely with the School District, the subcommittee’s report provides quantitative data and educational needs information that are the basis for the School District’s projections of their future requirements that Cubberley will be needed to meet.
- **Community needs subcommittee ...** the wide range of community services for which Cubberley is home are outlined, together with the possible fate of these services if Cubberley were not available. Their report demonstrates the needs that Cubberley fills for the community. The Community Needs Subcommittee is optimistic that the Cubberley site is large enough that a more efficient layout of buildings could create both the square footage currently



CCAC Report — Recommendations

being used by community services and also high school buildings of similar square footage as Gunn or Paly. However, future shared use might not be able to accommodate all the services that are now served by Cubberley, particularly field sports including softball and soccer. The difficult problem of prioritization is one issue that we believe should and could be addressed by the planning process with professional help. Their report makes it very clear that currently available information about community services supply and demand is insufficient to enable long term prioritization of services and programs or to inform a future building plan.

- **Facilities subcommittee ...** the comprehensive and creative report of this subcommittee analyzes the inefficiencies of the existing facility's land use, building plan, energy use, and maintenance costs. The report shows how more efficient, modern building design could substantially improve efficiencies in all of these categories—making room for a 21st century facility to meet 21st century educational and community needs at Cubberley. Further, it shows that providing a co-located or shared facility eliminates the burdensome costs of purchasing land to build replacement community service facilities.
- **Finance subcommittee ...** the financial and governance issues surrounding the potential future uses of Cubberley were studied by this subcommittee. With so many open questions about the future of Cubberley, no financing recommendations were made. The studies of this issue, which includes information from other Jurisdictions in somewhat similar situations provide a beginning for the recommended joint planning efforts to follow.

The work of the subcommittees was reviewed and discussed by the full CCAC, and from those discussions the following broad major conclusions and recommendations emerged.

Recognize that the Community Center function of Cubberley must be preserved

As clearly demonstrated by the work of the Community Needs Subcommittee, and presented in Volume 2, the Cubberley Community has developed over the years as a vital and essentially irreplaceable home for a wide range of community services. The community clearly needs — and wants — most of these services. As reported by the Subcommittee, if displaced from Cubberley, many would be lost to the community.



CCAC Report — Recommendations

At the same time, the community also strongly supports education, which led the CCAC to the inescapable conclusion that we must

Develop a shared community / school use

The District's current formal position on Cubberley is to preserve the possibility of reestablishing a high school on the site, potentially using all 35 acres, at some point in the future if needed to accommodate growth in the student population. Recognizing the inherent conflict between this School District need and the City's need to maintain to the greatest degree possible the community service functions of Cubberley, and with the understanding that options for relocating these services are few and shrinking, the subcommittees looked into shared use models in other communities (see *Finance Subcommittee Report*) and into ways to make more efficient use of the Cubberley site (see *Facilities Subcommittee Report*). As described in Volume 2 and attachments to this report, shared use models do exist, and we came to the conclusion that this was a realistic goal. The Facilities Subcommittee analysis demonstrates that with a more efficient design of the site, over nine acres of usable space could be recaptured for structures and/or playing fields without using multi-story buildings. The promise of realizing such space efficiencies through redesign, even with only single story structures, underscores the shared use potential of the site (See *Facilities Subcommittee Report*, pages 10-13, and *Appendix B*). The first step toward developing a shared use future for Cubberley is to ...

Renew the lease

The strongly held view of the CCAC is that the School District and the City should renew the lease. We recognize that the terms and conditions for the new lease will be the product of negotiation, but the fact of its renewal will accomplish two critical immediate needs: (1) allow Cubberley to continue to provide the many community services for which it is now home in the short term, and (2) provide a defined period of time for the City and School District to do the planning needed to achieve a positive, long-term solution. As noted below, there was considerable discussion about whether the term of the lease should be five years or ten years, and what specific conditions the new lease would have to include to ensure that the City and School District ...

Use the period of the lease renewal to develop a long range shared use plan, including professional support and expertise.

The CCAC believes that time is truly of the essence relative to the need to develop a



CCAC Report — Recommendations

long term plan for the future of Cubberley, and accordingly that the first years of the renegotiated lease be used to develop a meaningful, substantive, and achievable long range plan for the shared use of the Cubberley facilities. Development of such a plan, sooner rather than later, will give the community the opportunity to address and resolve a myriad of complex and interconnected issues, including: upgrading existing facilities vs. renovation, the extent and location of any redevelopment, determining the most efficient arrangement and location of the City and School District 8 acre and 27 acre components of the site, development of concepts for maximizing the useful acreage by considering elements like multi-story buildings and underground parking, a detailed determination and projection of community needs for both services and education, determination of neighborhood traffic and other impacts of various use and development alternatives, and more — all with the assistance of professional experts who can bring wide experience with and understanding of these and related issues. It is clear that none of this can be achieved unless we ...

Establish a cooperative working relationship between the City and School District to determine the future of Cubberley

There has rarely been a local issue where it was more important for the City and the School District to work cooperatively together toward a common solution. A shared future use of the Cubberley facility presents significant challenges — and opportunities — and a successful outcome really will require a joint effort toward and commitment to achieving that success. There are many issues that are unlikely to be resolved if addressed by either the City or School District acting alone, including: financing of on-going operations, maintenance, planning studies, any redevelopment, and long-term operations; development of a functional layout and determination of uses that could effectively and efficiently serve a shared use future; creation of a management structure for joint use operation; and a wide range of decisions both near and longer term.

CCAC Recommendations

Over the course of our work and deliberations, the CCAC took a number of specific votes on various propositions raised by the subcommittees and individual members. These votes are noted below in, with one exception, approximate chronological order. The exception was the question about the term of the lease, which was raised at more than one meeting, and which always resulted in a split vote.



CCAC Report — Recommendations

Term of the lease renewal

While most CCAC votes on the issues considered were unanimous or close to unanimous, the question of what term to recommend for the new lease always resulted in a roughly evenly divided vote. The arguments for a shorter (5 year) lease typically revolved around the need to create pressure to get the long term planning done in a timely manner ... it was felt that a shorter lease would have the effect of “putting the collective feet of the City and School District in the fire” with some advocating completion and approval of such a long term plan as a condition for automatic extension of the lease beyond 5 years. Those who supported a longer term (10 year) lease suggested that this approach would provide needed stability for tenants, including making rental of available space (for example, when Foothill College moves out) more easily accomplished and incentivize tenants to pay for improvements to their space or to a maintenance fund; another argument for a 10 year lease was the suggestion that it would likely be 10 years or more before major renovations of the site would be undertaken. The pros and cons of these different lease periods should be carefully considered as the City and School District negotiate the lease extension which, regardless of period, we strongly believe should be accomplished. For example, a longer lease term between the City and School District allows the City to enter into longer term leases with their tenants, possibly producing higher rental rates.

The following questions and issues were put to a vote of the full CCAC, and are presented as they were drafted during CCAC discussions and need to be considered in the context of the discussions at the time (as presented in fuller detail later). The formal recommendations are:

A *It is the strong recommendation of the CCAC that the entire Cubberley site become a joint / shared City / School District use facility.*
Passed 17-0-0

The CCAC’s preferred option is, not just a shared parcel, but rather a truly integrated use of the site

B *The City and School District should renegotiate a lease extension option with additional conditions.*
Passed 17-0-0

The conditions of the lease extension should reflect the changed circumstances and economics since the original leases were signed.



CUBBERLEY
COMMUNITY CENTER

CCAC Report — Recommendations

C *The current Covenant Not To Develop should be removed from a Cubberley lease extension.*

Passed 18-0-0

This recommendation should not be understood to imply deleting the dollars associated with the covenant.

D *Child care should continue to be provided at school sites and is important to the community.*

Passed 18-0-0

This recommendation pertains to the overall existing Lease, not development of the Cubberley site. The CCAC wanted to emphasize the importance of continuing the arrangements for child care at school sites that currently exists.

E *Operating costs should not be shared in a five year window.*

Passed 19-0-0

During the first five year lease period, all operations on site will be the City's.

F *Facility upgrades beyond routine maintenance should be negotiated.*

Passed 19-0-0

Currently the City pays for routine maintenance as determined necessary by the City. If the School District or City wants more extensive maintenance done, they should discuss sharing the costs.

G *Capital expenses in the first five years of the lease extension should be shared.*

Passed 15-2-1

H *A site master plan needs to be developed in the first five years of any lease extension.*

Passed 18-0-0

I *In the first five years of any lease extension, there should be a Community Needs Assessment developed with professional support.*

Passed 17-0-1



CCAC Report — Recommendations

J *As a condition of any lease extension or renewal, an MOU shall be developed within one year of its execution that determines how a Community Needs Assessment and Master Plan will be developed in the next five years.*

Passed 19-0-0

K *The City and the School District shall explore the possibility of expanding City / School District joint-use agreement models including the expansion of joint-use at City and School District facilities.*

Passed 20-0-0

Discussed in detail, it was agreed that it would be important for the City and School District to explore this issue for the benefit of our community, but was not suggested to be a part of the lease extension.

L *As a condition of any lease extension or renewal, within one year of its execution near-term improvements to Cubberley shall be identified that can serve most, if not all, current and potential site uses (example: restrooms for playing fields).*

Passed 20-0-0

M *Any new leasing of the space should be done in the context of the MOU, Community Needs Assessment, and revised Master Plan*

Passed 20-0-0

N *The City and School District should further investigate alternative forms of governance and determine a governance structure for the joint use of Cubberley.*

Passed 14-0-0

O *A long-term master plan for Cubberley should not be a part of a 2014 ballot measure.*

Passed 20-0-0

It was generally agreed that the funding of site improvements at Cubberley is not compatible with a 2014 bond measure for reasons of time constraints and general uncertainties surrounding the project.



CCAC Report — Recommendations

P *Phased construction should occur consistent with the MOU and Master Plan to minimize disruption to existing users.*
Passed 11-0-1

e *The City should not relinquish ownership of its 8 acres.*
Passed 13-4-0

While the School District would like flexibility to use the full 35 acre site, the CCAC's work has demonstrated: (1) valued current use and likely increasing need for community center space; (2) that the purchase of alternate space is cost prohibitive and unlikely to enjoy the benefits of prime location and easy access by walking, bicycling, or transit; (3) successful examples of shared use in other communities and a variety of options for funding and governing a shared site; and (4) the feasibility of accommodating community center needs while still providing more, and more highly functional, space for school use than the entire current 35-acre facility offers. Planning for co-location and joint use of the whole site offers great potential for a win-win solution. Certainty about a long term City presence on the site facilitates that planning.

Please see *Volume 3* for further insight to, and understanding of, these CCAC recommendations as provided by the minutes of our discussions, which understanding will, we believe, contribute to flexibility in the design and development of future phases.

Cubberley Community Advisory Committee Report



Volume 2 CCAC Subcommittee Reports



35 acres.
The last large piece of publicly owned land in Palo Alto.
What will its future be?



CUBBERLEY
COMMUNITY CENTER

VOLUME 2

Subcommittee Reports

Contents

School Needs Subcommittee Report

Subcommittee Report

Community Needs Subcommittee Report

Executive Summary ... Subcommittee Report

Facilities Subcommittee Report

Executive Summary ... Subcommittee Report

Finance Subcommittee Report

Executive Summary ... Subcommittee Report

Cubberley Community Advisory Committee Report



education



child care



dance



seniors



softball

Volume 2

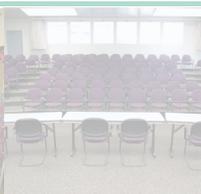
School Needs Subcommittee Report



culture



b'ball



art



meetings



music



theater

soccer

35 acres.

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What will its future be?

Cubberley Community Advisory Committee
School Needs Subcommittee Report

March 2013

*Bern Beecham, Claire Kirner, John Markevitch, Pam Radin, Greg Tanaka, Tracy Stevens
with help from Ann Dunkin, Robert Golton*

School Needs Report

Background

In September, 2012, PAUSD adopted the following as its policy for the Cubberley site:

Preservation of the option to reopen Cubberley sometime in the future for maximal usage for educational purposes. Enrollment has grown in PAUSD at somewhat more than two percent per year since 1990 and there is no end of this growth in sight. Using an extrapolation of this growth out to 2030, there will be 700 more high school students than the 4600 currently planned as build out capacity. A further extrapolation yields more growth.

In the immediate term, PAUSD projects to modestly exceed middle school capacity for several years starting in 2016 and is in negotiations for expansion at Terman Middle School. The timing for the outcome of these negotiations is unknown. If negotiations should be unsuccessful, PAUSD may be in the position of having to consider Cubberley for some middle school requirements although other district options include use of modulars.

Aside from this possibility, PAUSD's intent is to reserve Cubberley for its third high school site. The primary questions surrounding this need are not if but when and how much.

By policy, PAUSD's Paly and Gunn high school campuses each will have a capacity of 2300 students. Their sites are roughly equal at 44.2 and 49.7 acres respectively.

PAUSD has indicated they desire the ability to build a standard high school at Cubberley using the entire 35 acre site.

Demographics for High School

PAUSD retained Decision Insite to analyze future student populations. The following information is from their November 20, 2012 report and represents their moderate projections. The analysis projects high school student demand will peak in 2020 at 4553 students, just shy of the 4600 capacity for PAUSD's two existing high schools and drops slightly in the final two years of their planning horizon. Note that middle school demand shown below rises again in 2022, implying future high school growth.

All High Schools

Grade	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
9	941	929	958	1010	1022	1150	1140	1176	1121	1076	1103
10	853	943	927	955	1011	1023	1147	1142	1174	1122	1089
11	878	842	927	911	943	1004	1014	1138	1132	1164	1126
12	831	860	824	906	890	931	994	1003	1126	1118	1157
Subtotals:	3503	3574	3636	3782	3866	4108	4295	4459	4553	4480	4475
Pct Chg:		2%	1.7%	4%	2.2%	6.3%	4.6%	3.8%	2.1%	-1.6%	-0.1%
Totals:	3503	3574	3636	3782	3866	4108	4295	4459	4553	4480	4475
Capacity:	4600	4600	4600	4600	4600	4600	4600	4600	4600	4600	4600
Open Seats:	1097	1026	964	818	734	492	305	141	47	120	125

All Middle Schools

Grade	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
6	840	851	962	967	1013	975	936	947	954	1047	1084
7	822	871	881	992	1001	1033	988	948	959	969	1087
8	824	852	900	906	1024	1019	1048	1004	963	974	1005
Subtotals:	2486	2574	2743	2865	3038	3027	2972	2899	2876	2990	3176
Pct Chg:		3.5%	6.6%	4.4%	6%	-0.4%	-1.8%	-2.5%	-0.8%	4%	6.2%
Totals:	2486	2574	2743	2865	3038	3027	2972	2899	2876	2990	3176
Capacity:	2950	2950	2950	2950	2950	2950	2950	2950	2950	2950	2950
Open Seats:	454	376	207	85	-88	-77	-22	51	74	-40	-226

The greatest influence and uncertainty on Palo Alto demographic projections is growth in housing stock. Below are the housing projects used in the student growth projections. Per Decision Insite, these housing projects form the comprehensive list of projects that have received some form of planning approval by the City.

ProjectName	Type	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
395 Page Mill and 3045 Park Blvd	M	0	0	58	58	0	0	0	0	0	0
567 -595 Maybell Avenue	SD	0	0	0	11	0	0	0	0	0	0
Alma Housing	M	50	0	0	0	0	0	0	0	0	0
Alma Plaza	M	14	0	0	0	0	0	0	0	0	0
Alma Plaza	SD	18	19	0	0	0	0	0	0	0	0
El Camino	M	12	0	0	0	0	0	0	0	0	0
Fry's Location	SD	0	0	0	0	0	0	0	0	0	374
Olmsted Terrace	SA	32	0	0	0	0	0	0	0	0	0
Page Mill	M	42	42	0	0	0	0	0	0	0	0
Stanford Mayfield Development Agreement-Calif	SA	0	0	0	90	90	0	0	0	0	0
Stanford Mayfield Development Agreement-El Camino	M	0	0	0	35	35	0	0	0	0	0
Tree House	M	35	0	0	0	0	0	0	0	0	0
Total:		203	61	58	194	125	0	0	0	0	374

KEY: M=Multi-family; SD=Single-Family Detached; SA= Single Family Attached

The absence of housing projects in the outer years is highly uncertain and reflects the limited planning horizon for developers. Decision Insite did not make independent estimates beyond what has been included in City's planning process. It nonetheless may be reasonable to assume a baseline growth of at least 50 units per year rather than zero even though locations zoned for additional multifamily housing in Palo Alto are quite limited at this time.

ABAG Requirements

The Association of Bay Area Governments, working to implement State housing requirements, may dramatically change Palo Alto's housing growth potential. For 2013-2017 in the above Decision Insite projections, growth averages 128 units/year. Over the past 14 years, Palo Alto has averaged about 200 units per year, arguably in boom times.

ABAG is proposing that Palo Alto provide zoning for a housing increase of 2,149 units during the eight year period 2014-2022, an average of 272 units per year. Note that ABAG does not require actual housing to be built, only that the City provide appropriate zoning.

Decision Insite uses comparable existing Palo Alto housing developments to formulate their estimates of student demand generated by the above projected housing. Based on developer and zoning design goals, multifamily housing may have lower initial per unit student yield than single family housing.

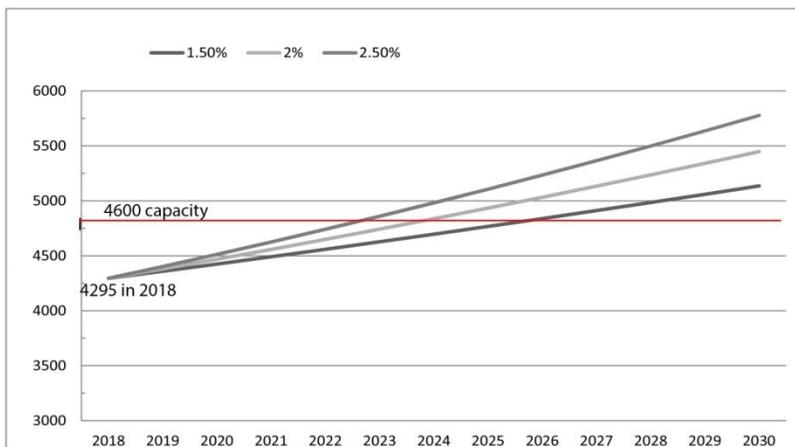
It should be noted that while ABAG proposes a large increase in housing for the City, PAUSD's boundaries are not entirely conterminous with the City. Most significantly, PAUSD includes Stanford University lands (as well as small portions of Los Altos Hills and Portola Valley). While ABAG does not require housing growth on the non-Palo Alto lands of the University, the University nonetheless has significant housing plans under its Santa Clara County General Use Permit. To the degree that University housing is designed for students, including graduate and post-doc, PAUSD high school yield should be lower than from City housing units. Decision Insite's projections include Stanford's student and resident housing.

Palo Alto Premium

Aside from ABAG requirements, there is a slow, moderate wave of single family housing built after WW2, primarily in South Palo Alto, that continues to turn over for the first time. As these "empty nests" turn over, new owners willing to pay a Palo Alto premium (earlier estimated at \$400,000 per unit) are likely to do so specifically because they have children they wish to send to PAUSD schools, resulting in a somewhat higher student yield from otherwise normal single family housing turnover.

The self selection of residents moving in because of PAUSD schools' reputation may have an additional impact on long term yield in multifamily housing. Families, especially those that rent, may move out of Palo Alto sooner than otherwise to reduce their housing expense after their children finish school, thereby allowing new families to move in.

Whatever the ABAG outcome, an ongoing increase in enrollment is all but a certainty assuming a stable economy and continued success at PAUSD schools. In spite of the specificity of Decision Insite's projections, PAUSD's experience is that projections more than a few years out are highly uncertain. For planning purposes, PAUSD's working assumption is 1.8% long term growth at the high school level. As shown below, a growth rate of between 1.5% and 2.5% beyond the projected 2018 high school enrollment easily leads to meeting/exceeding capacity in the early to mid '20's.



PAUSD options and timeframe

What options, other than Cubberley, are available for PAUSD when capacity is reached for Gunn and Paly? One possibility is additional multistory facilities on their campuses or significant implementation of online classes and activities. A much less likely possibility is to increase the capacity of the two schools by extended hours or extended school year. None of these options expand athletic field capacity nor capacity for the larger single use facilities such as the theater. Although other cities and excellent

schools have denser high school sites, this issue is a policy matter for the district and community rather than a technical issue. There are anecdotal reports of parents and community members calling for a student limit of less than the current 4600.

That said, PAUSD will still have a timing issue to resolve. The intersection of lines on a chart does not drive the creation of a new high school. It will be a policy matter for PAUSD to determine whether the trigger for a new school is 4601 students (capacity plus one), 10% overage or some other point. In the mid-20's, high school enrollment is likely to be increasing by roughly 100 students per year.

PAUSD and the community will need substantial time to discuss and resolve major aspects of a new school, develop a preliminary design, and go to the voters for a bond measure to build it. Without being cynical, bond measures are more easily passed when the need and certainty has become clear, even in a city as liberal and supportive of past school bond measures as Palo Alto.

Finally, the City's lease payment to PAUSD is a substantial part of their operating budget and there is a strong financial incentive for PAUSD to continue the lease as long as possible. Losing this lease income simultaneously with incurring operating costs of a new high school will be difficult for the district and will require a major additional source of annual income before PAUSD can commit to Cubberley High.

Regarding lease term, PAUSD has continuously said they desire a 5 year extension for the present Cubberley lease. Unless a financial benefit develops, there is little inherent benefit to PAUSD of a lease longer than 5 years as long as such lease can continue as may fit PAUSD's development schedule. More recently, district officials have indicated they may be willing to consider a 10 year lease.

This subcommittee believes 10 years is a reasonable term for the district based on projected timing for needing the site for active school development.

Options other than Cubberley

PAUSD owns or controls 275 acres as shown below. No other PAUSD site provides any prospect of enough space for a high school and there are virtually no other sufficiently large, non-parkland sites within the urban growth boundaries of Palo Alto.

Palo Alto Unified School District Property

Site	Acres	Grade Level	Site	Acres	Grade Level
Addison Elem School	4.6	K-5	Jordan Middle School	19.0	6-8
Barron Park Elem School	7.0	K-5	JLS Middle School	26.2	6-8
Briones Elem School	6.5	K-5	Terman Middle School	6.6	6-8
Duveneck Elem School	6.5	K-5	Subtotal	51.8	
El Carmelo Elem School	4.0	K-5			
Escondido Elem School	7.9	K-5			
Fairmeadow Elem School	4.9	K-5	Gunn High School	49.7	9-12
Walter Hays Elem School	7.2	K-5	Palo Alto High School	44.2	9-12
Hoover Elem School	5.6	K-5	Subtotal	93.9	
Nixon Elem School	10.7	K-5			
Ohlone Elem School	7.2	K-5			
Palo Verde Elem School	5.0	K-5			
Greendell Site	5.0	K, Other			
Subtotal	82.1				
Fremont Hills Site	7.0	Leased to Pinewood School @ \$105,231/month, expiration 6/30/2033, option 6/30/2023			
Garland Site	5.0	Leased at \$59,563/month, expiration 6/30/2014			
525 San Antonio	2.6	Leased to Athena Academy @ \$10,000/month expiration 6/30/2014			
Cubberley Site	28.0	Payment for lease/covenant/child care is \$581,533/month			
Ventura Site Right to Purchase (previously conveyed to CPA)	4.6	Right to repurchase 2.4 acres @ current market value 2.2 acres @ 75% of current market value			
Subtotal	47.2				
Total	275.0				

Size and Design of Cubberley High

PAUSD has indicated their intent that the future Cubberley High have the capacity to be a "standard" high school and has stated they desire the entire 35 acres, inclusive of the 8 acres owned by the City. However, no site design has been initiated by PAUSD nor is any realistic design possible until the school community at large is ready to engage.

PAUSD Maintenance/Facility Preservation Needs

Existing Cubberley buildings are comparable to many current PAUSD facilities and PAUSD has suggested they would consider renovating rather than demolishing them. The existing buildings retain their legal compliance with state school building requirements.

Nonetheless, this subcommittee believes it is unlikely a future Cubberley High will incorporate existing buildings. As presented by the Facilities Subcommittee, the existing Cubberley layout is very land-inefficient. Retention of existing facilities and layout almost certainly would require PAUSD to purchase the City's eight acres and eliminate the possibility of continued provision of community services at the site.

Consequently, the School Needs Subcommittee believes there is little value to PAUSD of extending (via higher levels of maintenance) economic life of Cubberley facilities beyond a likely 10 (or 15) year life.

Cubberley Community Advisory Committee Report



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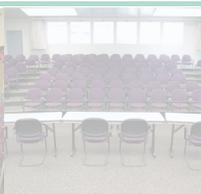
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CCAC

Community Needs Subcommittee Report

Executive Summary

“Failure to plan is planning to fail.”

ancient proverb cited by Ben Franklin, Winston Churchill, Hillary Clinton, and others

Imagine a multi-cultural learning environment that supports social, emotional and physical health for all ages and abilities, and is flexible for the ever changing needs of the School District and Palo Alto.

Cubberley is a unique community center serving all of Palo Alto. A varied collection of community organizations provide numerous services and opportunities at Cubberley today. They are described in the body of this report. The community center spaces at Cubberley can only become more valuable to our citizens as time goes on.

With innovative planning and a new and more efficient layout of the site we can meet both City and School District needs. Care would have to be taken to provide physical separation as desired for the safety of students during school hours.

Demographic Trends

The population of Palo Alto is growing. Both the number of children and the number of seniors is on the rise, putting increasing pressure on all city services including our schools. All age groups in the city are growing more diverse every year. This diversity drives our innovative community and requires increasing services and opportunities offered through our city and schools.

We must develop programs that are relevant to all of these segments of our population. Cubberley provides an ideal location for the city and school district to work together to provide for the integration of the various social, ethnic, and economic variations within our borders.

We are at a crossroads

Failure to act now could mean the end of many of the services and opportunities at Cubberley today. Cubberley is the last 35 acres of public space that exists in Palo Alto. The conventional assumption is that Cubberley can be used for either increased school capacity *or* a community center, but we can work together to create a much more exciting and innovative joint use of this valued 35 acres.

Planning must start today

“The whole is more than the sum of its parts.”

Aristotle, *Metaphysica*

In 1991 Palo Alto chose to protect these 35 acres from disappearing into private housing developments, and in doing so developed the community of services that is Cubberley today. It is again time to use this wisdom, creativity, and cooperation to continue to develop school and community facilities to share these 35 acres.

Major benefits to working together to plan and share this site:

- **Synergy** between community center providers and the district would enhance programs
- **Shared facilities save costly resources**
- **A joint City/PAUSD vision will attract future funding** more effectively than separate projects

Major consequences if we fail to plan now for efficient creative joint use of site:

- **Potential tenants will be hesitant** to sign long-term leases without a clear direction for the site’s future, making it more difficult for Cubberley to generate a steady revenue stream
- **Business and residential growth** prohibit relocation of a cohesive community center
- **Buildings will consume scarce resources** to maintain the status quo rather than to serve our current and future needs and inefficient layout of the buildings will continue to prevent the development of needed services and activities

Community Needs Subcommittee Recommendations

- **Short term** -- the City of Palo Alto and the PAUSD should renegotiate a 5-year lease that includes planning shared community center/school buildings and site parking, including an MOU addressing how they will plan together to develop the new site. To evaluate actual community needs, the City should contract for a professional Community Needs Assessment.
- **Medium term** -- the City could begin to build community center building(s) while allowing the remainder of the site to continue to be used. If the district has made a decision to open a new school, this is the time to plan how to build and remodel the remainder of the site for school purposes and shared spaces.
- **Long term** -- the City should continue to evaluate the best mix of tenants and a fee schedule for community space, as well as how to share space and energy with PAUSD as needed and desired.

**Cubberley Community Advisory Committee
Community Needs Subcommittee Report**

**Cubberley: A Multigenerational,
Cultural, Wellness, Arts & Education
Community Center**

March 2013

Diane Reklis, Jean Wilcox, Rachel Samoff, Sheri Furman, Tom Crystal, Tom Vician

with help from Stacey Ashlund, Rob de Geus, and John Northway

CCAC

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Table of Contents

- Introduction..... 6**
- Cubberley Today 7**
- Current Cubberley Tenants and Renters Summaries..... 8**
 - Education Programs – Pre-school through Adults..... 9
 - Early Childhood Education and Child Care 9
 - Kindergarten through adult education; private schools and tutoring 11
 - Health Programs: Outdoor & Indoor Sports, plus Wellness 13
 - Outdoor Sports 13
 - Indoor Sports and Wellness Programs 16
 - Performing Arts Programs: Music, Theater, and Dance 18
 - Music and Theater 18
 - Dance 20
 - Artists in Residence Program..... 22
 - Hourly Rental Spaces 24
 - Other Non-Profits and City Services 26
- Palo Alto Now and Later - Demographic Trends 28**
- Cubberley Tomorrow 30**
 - A Vision of Synergy 30
- Conclusions 31**
 - City and School District Planning Efforts 32
 - Recommendations 33
- Appendices 34**
 - A. Recommended Criteria for Future Renting and Leasing of Cubberley Space 34
 - B. What’s Special About the Cubberley Community Center? 36
 - C. Summary of the “Impact of the Aging Baby Boom Population on Palo Alto’s Social and Community Services” 37
 - Future Services Needed 37
 - Community Survey Results..... 38
 - D. Neighboring Community Centers 39
 - E. Websites..... 44

Introduction

Imagine a multi-cultural learning environment that supports social, emotional and physical health for all ages and abilities, and is flexible for the ever-changing needs of both the School District and the City of Palo Alto. That vision is alive and well at the Cubberley Community Center. Much more than a collection of classes and activities located in an old high school, it is home to a wonderful collection of community agencies and organizations that provide a variety of services to Palo Alto.

In 1991, a visionary collaboration between our city and school district leaders created the Lease and Covenant that allowed Cubberley Community Center to form. The lease provides funds that help Palo Alto Unified School District provide some of the most highly regarded schools in the country. Great schools improve our community. The City of Palo Alto created an invaluable and successful resource at Cubberley that helps make this community an extraordinarily desirable place to live and work and retire. A great community sustains great schools.

Twenty years ago few people dreamed that PAUSD would ever need a third high school or that the City's population would grow significantly. Yet now our increasingly diverse population is growing for all ages, particularly for children and older adults. The need for a third high school is being discussed and the community center spaces at Cubberley can only become more valuable to our citizens as time goes on. There are no ready alternatives for locating a new school or for relocating community services besides Cubberley. The present lease with its associated agreements is due to expire in 2014 and the partnership between the city and the school district is being put to the test.

Twenty years from now, will we look back at this time and admire the wisdom of today's City and District leaders and the creative solutions they negotiated to resolve today's thorny issues or will we look back in sorrow for what we lost? The City of Palo Alto and the Palo Alto Unified School District have a critical opportunity in the next five years to extend their partnership to:

- address population and demographic changes
- build on the successes of Cubberley as well as the District
- create a practical plan for the Cubberley site that includes phased development, flexible design, and cooperative funding over time

With innovative planning, we can meet both City and School District needs – possibly on an integrated joint-use basis, but requiring a new and more efficient layout of the site. Care needs to be taken to provide physical separation as desired for the safety of students during school hours. The future of the greater Palo Alto community will be profoundly affected by decisions made in the next few years.

The issues that surround Cubberley must be addressed, and soon.

Cubberley Today

Cubberley is special. Since the 1991 negotiated lease (and associated agreements) between the City and the School District, and following the related Master Plan, Cubberley has provided an uncommon community center for residents and other stakeholders. The programs at Cubberley engage people of all ages, day and night, seven days a week and serve up to 600,000 people a year.

Cubberley Is Part of Tapestry of Community Services throughout Palo Alto

In accordance with the City's comprehensive plan, City's services-providing resources are not centralized at a single location, as is regularly done in nearby cities, but are instead distributed around Palo Alto. Thus services in the north at Lucie Stern and its surroundings (including the Art Center, Junior Museum, theaters, Rinconada Pool club room, and Avenidas) are complemented – not repeated – in the south by offerings mostly at Cubberley.

In addition, the several City library branches provide meeting rooms as well as library services across town. There also are (or soon will be) teen centers at Mitchell Park and Ventura. (Note that while the soon-to-be reopened Mitchell Park Community Center will be functionally the same size as before, it will provide a new teen center and only a few additional meeting rooms – it is not intended to be a full community center.) Finally, our schools and parks complete a rich tapestry of opportunities in Palo Alto.

Neighborhood Clusters on the Cubberley Site

A key concept in the 1991 Master Plan is the idea of grouping providers and users into clusters on the campus, according to their similarity of use and required facilities, in which each group has its own synergy and life, while the collection serves the entire community of Palo Alto. The concept has largely been implemented, and clusters of like-activities are now spread across the entire campus. Dance groups work together to provide a broad spectrum of dance experiences for many. Artists learn from each other while providing support and ideas for the future. The various childhood education centers work with dance, music, exercise, and City classes to allow the children access to a broad range of experiences.

These clusters have helped define the programs as Cubberley Community Center has developed, but they could be concentrated in a much smaller part of the site. When new construction is planned, a stronger feeling of community would be created by redesigning the site to form interconnected spaces, for the current tenants or new ones, plus adding informal meeting areas and display spaces for artists (of all ages) and for cultural displays.

Research by Subcommittee

The following sections summarize the results of twenty years of following Cubberley's Master Plan. Our research efforts to characterize Cubberley's current usage included:

- An extensive written survey of most of Cubberley's current tenants and renters.
- Interviews with tenants and renters and Community Services Department staff input.
- Visits made to other (non-Palo Alto) community centers, asking their experiences and discussing their "visions."
- Looking at several other cities' implementations of joint/integrated use possibilities for co-located schools and community services on a single site.

- Various studies and reports that helped provide additional context, such as the Impact of the Aging Baby Boom Population on Palo Alto's Social and Community Services, the recent update to the Community Services Element of the City's Comprehensive Plan and the Human Services Commission needs assessment.

The breadth of present services and resources offered at Cubberley today – the number, variety and quality of programs – may surprise some, and we hope this report will help provide a basis for discussions in the upcoming lease renegotiations plus long term planning for this site.

Current Cubberley Tenants and Renters Summaries

Summaries are provided in the next section for the following larger clusters of programs:

- Education Programs – Pre-School through Adult
- Health – Outdoor & Indoor Sports, plus Wellness Programs
- Performing Arts Programs – Music, Theater and Dance
- Artists in Residence Program
- Hourly Rentals
- Other Non-Profits and City Services

These summaries cover:

- 1) Community needs and benefits
- 2) Current tenants/providers
- 3) Services relocation feasibility
- 4) Opportunities arising from School-City integrated uses

Education Programs – Pre-school through Adults

Early Childhood Education and Child Care

Community Needs and Benefits

Cubberley Community Center is home to several high quality centers providing both childcare and early education, supporting both the children and their parents.

Good early care and education are part of the infrastructure of any vibrant city and are especially valued in our city. Palo Alto has recognized this since the 1970s with innovative support for such programs. We need to continue this support as the city grows and develops.

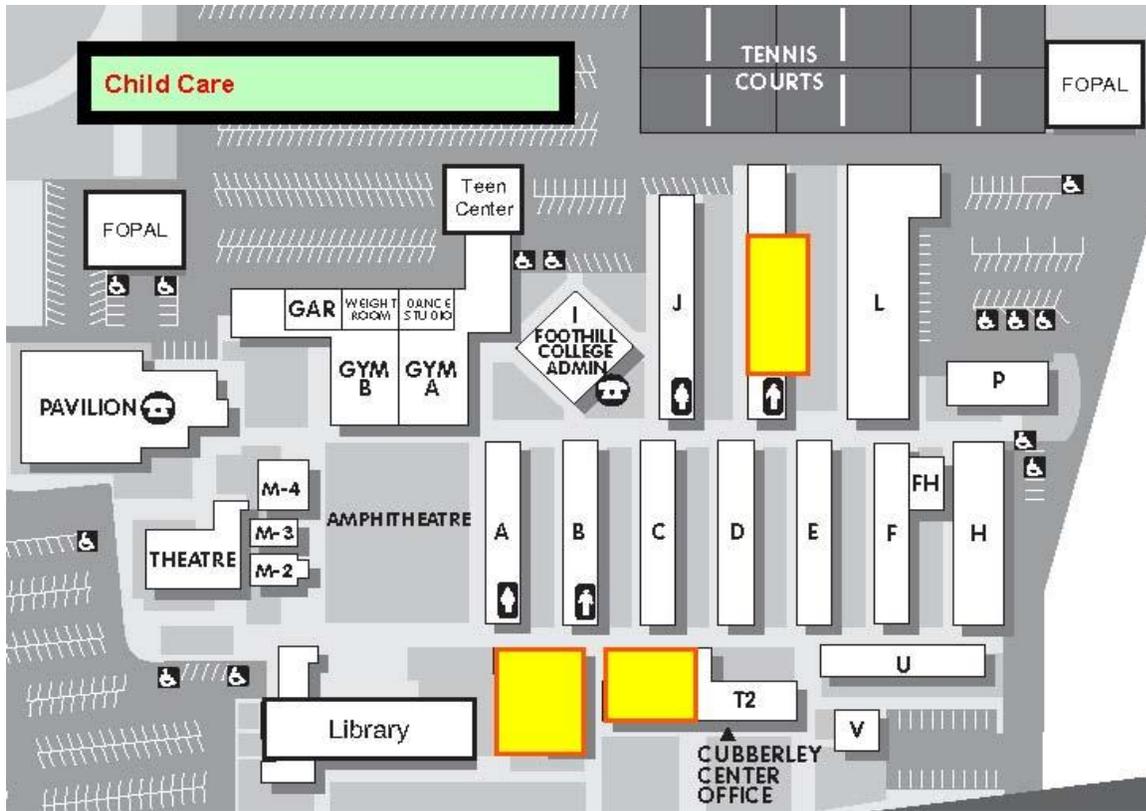
We know that children who are successful early-learners and who succeed in school have a much greater chance to be successful in later life, to contribute positively to their communities, and to be able to support themselves and their families, than those who are not successful in school. Good quality early care and education can do a lot to make sure that children arrive at the Kindergarten classroom door ready to take advantage of all that PAUSD has to offer.

In a community where many parents of young children work long hours, much of the young child's development goes on outside of the family. Child care is part of the infrastructure that enables a community like Palo Alto to thrive. Our community provides excellent schools for its children, but such a community also needs to provide environments for its youngest to thrive so that they arrive at these schools ready to take full advantage of them.

But as vital as excellent child care services are to our thriving city, it is today very challenging to find enough affordable facilities in which to locate such programs to meet the need. Palo Alto has for many years paid attention to assisting early care and education agencies secure and develop such facilities. For the city to continue to prosper as it grows; it must continue to support quality child care.

Current Tenants and Renters

Some 200 children are served at the two main child care facilities at Cubberley: the Good Neighbor Montessori and the Children's Pre-School Center. Approximately 50% of families served are residents and an additional 33% work in Palo Alto. Their spaces are currently used Monday through Friday from 7:15am to 6:15pm. Highlighted areas on the map below are those dedicated to Childcare and Early Childhood Education.



If Cubberley were not available

Finding affordable space for childcare facilities is next to impossible in Palo Alto. These child-care and early-education providers would most likely be forced to relocate outside of Palo Alto.

If PAUSD opens a school on site in addition to City-provided Community Services

There are many positive outcomes achieved by co-locating schools, Community Centers and Early Childhood Care and Education. Both the child care centers and the school would benefit by their proximity.

The co-location of PAUSD schools and child care services has many advantages. It provides the opportunity for teachers to have access to high quality care for their own very young children. It provides a place for older children to gain an appreciation for the youngest members of their community, as well as providing volunteer opportunities.

Co-locating early care and education services with other community services could also provide occasional care for children while community members participate in community center or volunteer at the newly opened school. These opportunities to integrate early care and education services into various community activities can provide significant advantages to the Palo Alto community.

Kindergarten through adult education; private schools and tutoring

Community Needs and Benefits

Cubberley Community Center has long provided educational programs for infants through seniors. The numerous offerings programs are diverse, and some fall into multiple categories (and may well be noted twice here).

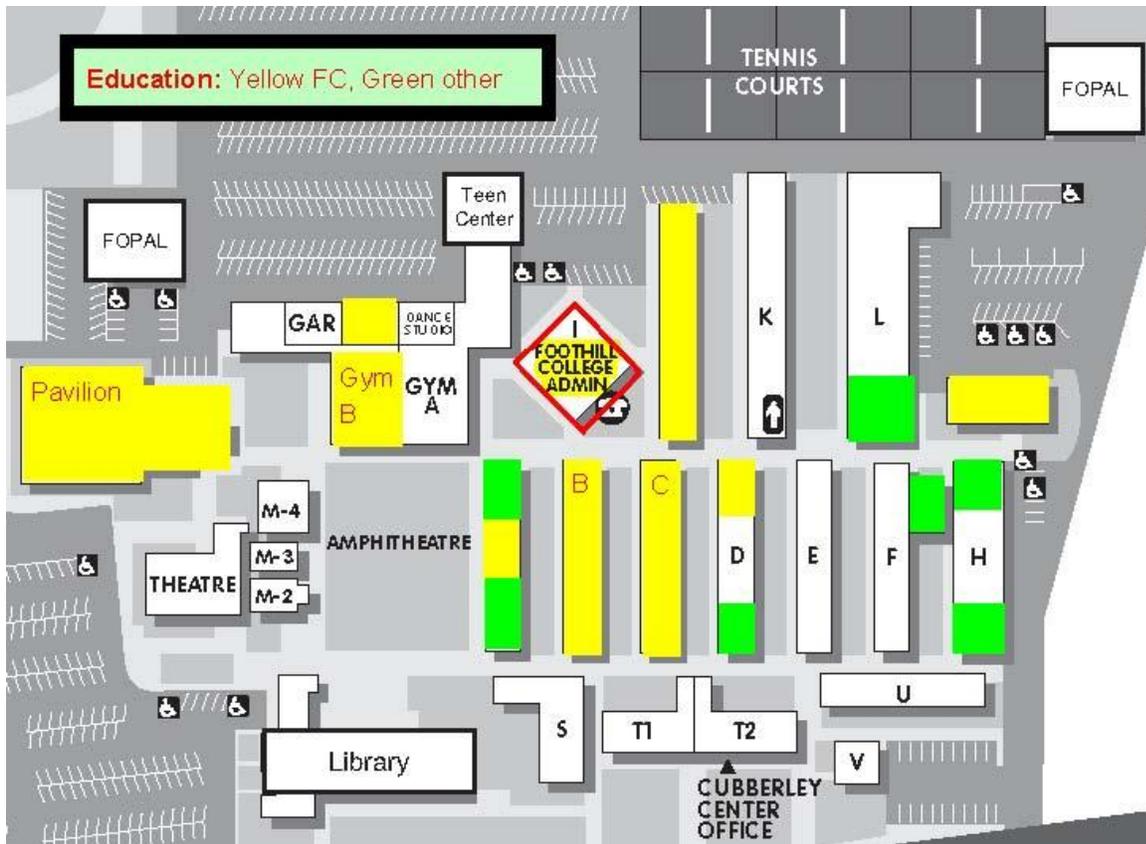
These education programs (including Foothill), bring about 4,200 people to Cubberley annually; the surveys estimated 70% residency, excluding Foothill College.

The entire community benefits from these programs in that they support lifelong learning, language instruction and cultural exchange. They complement public schools programs (with dance, music, theater, performing and visual arts).

Current Tenants and Renters

- Language/Cultural programs
 - Hua Kuang Chinese Reading Room
 - Bay Area Arabic School
 - Dutch School
 - Grossman Academy Japanese Language School
 - Museo Italo Americano (Italian language classes)
- Academic programs
 - Kumon Math and Reading tutoring
- Adult educational
 - PAUSD Adult School (gardening classes at this site)
 - PAUSD Post-Graduate program
 - Foothill College (Cubberley's largest tenant – leaving in the near-future)
- Other childcare programs
 - Acme Education Center (after-school & summer programs; Chinese, English)
- Related education uses (mostly hourly renters)
 - Schools & parent/adult education
 - Waldorf School of the Peninsula (theater)
 - Gideon Hausner Jewish Day School (gym)
 - Palo Alto Menlo Park Mothers Club (meetings)
 - Commonwealth Club
 - Education related to animals & the environment
 - Bay Area Amphibian & Reptile Society
 - Audubon Society
 - Earth Day Film Festival
 - Community and civic services
 - SCC Registrar of Voters
 - Friends of Palo Alto Library (FOPAL)

Most programs are offered during after-school, evening, and weekend hours. The Reading Room is open weekdays from 10am to 3pm. Childcare programs are open weekdays from 7-8am to 5-6pm. Foothill is most active Monday through Thursday nights, but also on some weekdays and weekends.



If Cubberley were not available

Most would try to relocate, but it would be difficult to impossible to stay in Palo Alto or nearby; therefore many services would be lost to our community.

If PAUSD opens a school on site in addition to City-provided community services

The programs at Cubberley would complement and add diversity to PAUSD offerings. Onsite childcare (for staff or parents) could be available for children younger than 5 years. Programs would support working parents, as students could stay onsite for the after-school enrichment offerings, providing educational value that is related to PAUSD’s mission. Particularly obvious programs enhancing schools’ missions include:

- Performing Arts – Music, theater, dance, cultural festivals
- Visual Arts
- Outdoor/Indoor sports – including martial arts, rehab, Special Olympics
- Library support (FOPAL)
- Youth Services (YCS rents hourly)

Health Programs: Outdoor & Indoor Sports, plus Wellness

Outdoor Sports

Community Needs and Benefits

The outdoor facilities at Cubberley were considered a special resource to be preserved for their undisputed community value even before the 1989 lease and the 1991 Master Plan. In general, Cubberley's provision of regular, significant and accessible sports programs has obvious fitness and social benefits for all residents. An especial benefit is the younger-girls softball programs, compensating for some recent losses of field space at elementary schools, where portable-classrooms proliferation has significantly reduced available fields. (Also note that recently proposed new fields out by the Baylands would be less protected and much less accessible than what we have now at Cubberley.) For background context, see the Palo Alto Fields 5 Dec 2002 Final Report at http://www.cityofpaloalto.org/gov/agendas/cubberley_community_advisory_committee.asp.

Current Tenants and Renters

The largest outdoor sports programs here use the several fields for softball (P.A. Girls Softball) and soccer (P.A. Soccer Club and P.A. AYSO). Cubberley's fields are used intensively most of the year, prioritizing softball in the spring, and soccer in the fall. Youth teams (18 months to 18 years old) occupy nearly every available field weekdays after school and all day on Saturdays. Youth and adult leagues share the fields on Sundays. Rugby and cricket events also occur irregularly. The other outdoor sports facilities (tennis courts and the track) are heavily used by some smaller programs, both by teams (public and private schools), and on a drop-in basis for individuals of all ages.

The recent survey replies for these several programs estimate roughly 7,000 participants yearly, of which from 60% to 95% are City residents. The AYSO soccer program alone includes some 2,000 players, while P.A. Soccer has 650, and P.A. Girls Softball has roughly 400. Some programs having wait-lists say these are currently 10-20 players long, which is much better than City-wide future needs estimates (which foresee a severe playing fields shortage, per the "Got Space" study).

The softball program is particularly in need of equipment and items such as batting cages that cannot easily be moved around. Cubberley provides the opportunity for older and younger girls to share space, and for older girls to provide leadership and role models.

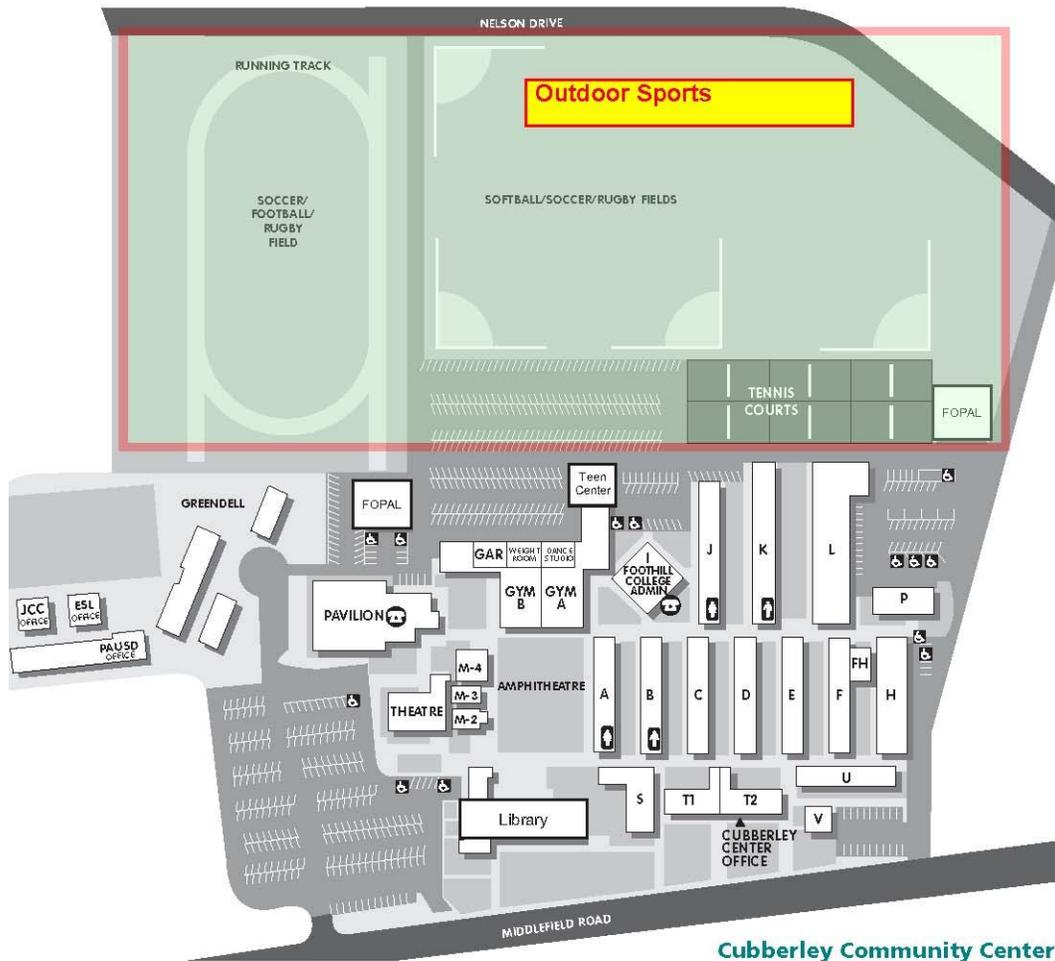
Fields:

- Palo Alto AYSO
- Palo Alto Soccer Club
- Stanford Soccer Club
- Silicon Valley Adult Sports
- Palo Alto Adult Soccer Club
- Palo Alto Girls Softball
- Various league tournaments
- Drop-in public use

Tennis :

- Gunn High School
- Castilleja School
- Girls Middle School
- USTA Leagues
- Palo Alto Tennis Club
- Drop-in public use

Sports, education, dance, arts, meeting rooms, music, child care, special events, and so much more



Cubberley Community Center

If Cubberley were not available

A complete take-over of these fields by any new school would pressure the City to prioritize dedication of other fields for youths (greatly reducing adult opportunities) especially at Greer Park – there really is not much alternative fields opportunity available from neighboring communities.

- **Tennis courts** – the City has 32 public courts of which 13 are lighted (Mitchell Park and Rinconada Park). Cubberley is home to 6 of the 32 public tennis courts representing 19% of the public courts in Palo Alto.
- **Fields** – The demand for fields is growing faster than the population, yet there are few locations for additional fields in Palo Alto. The proposed new fields near the golf course will help a bit, but these fields are likely to be windy and will not be easily accessible, e.g., by children on bikes, so this is not a complete solution. More efficient use of the Cubberley site could probably create at least one additional field.

If PAUSD opens a school on site in addition to City-provided community services

A co-located school at Cubberley would certainly reduce its fields' general availability, but some compensation would come from the new students' usage. If a full high school reopens on this site, it will not be possible to continue the same recreation programs unless additional fields become available somewhere else.

Younger kids need smaller fields which are incompatible with fields for older kids. Most softball programs that use other school fields do not have a spring season since there is no place to play. Location of fields would have to be carefully done.

Indoor Sports and Wellness Programs

Community Needs and Benefits

The Cubberley Community Center provides a number of indoor sports and health-related services for the community. The spaces used for this type of activity are the gymnasiums, the Pavilion, gym activity room, auditorium and building P (which is occupied by the Foothill College Community Education REACH Program).

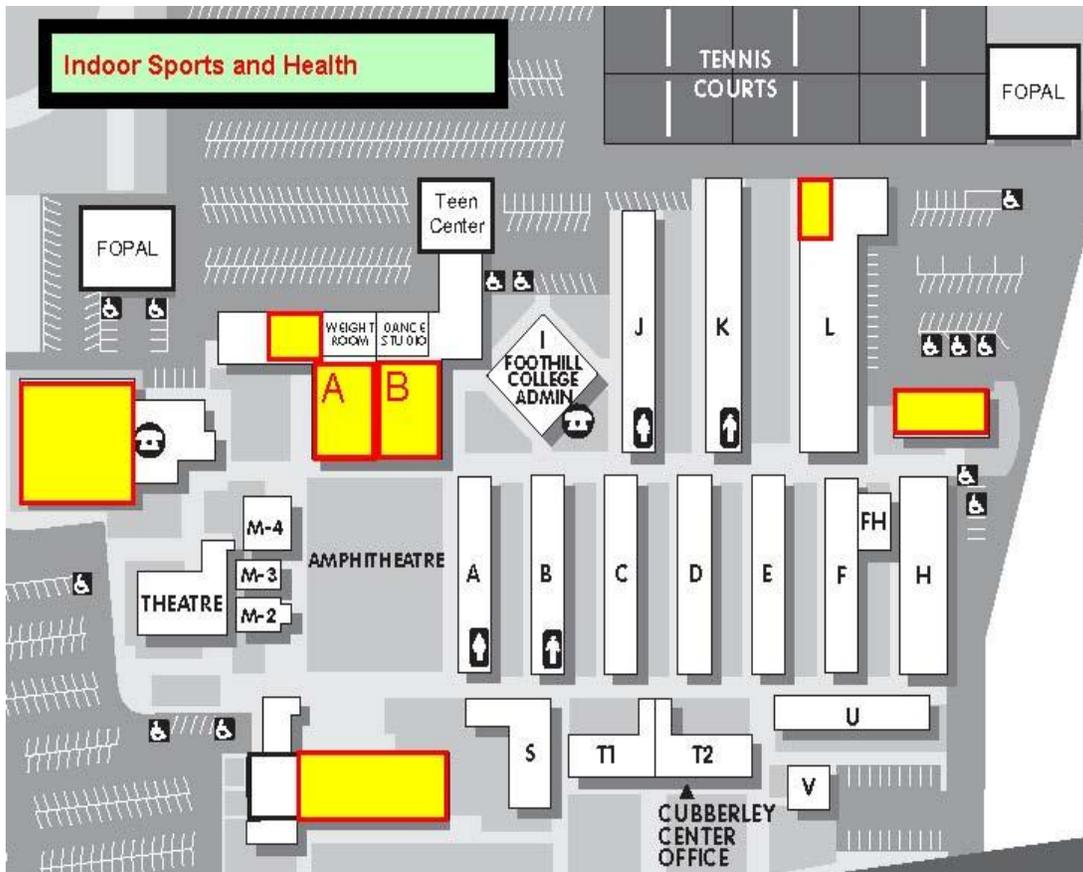
The health programs have related goals: creating essential links between outpatient rehabilitation and full community reintegration for adults recovering from stroke and acquired brain injury, as well as cardiac therapy for adults who have cardiovascular and other health problems. Sports services include after-school and summer youth basketball and volleyball. The center also provides space for martial arts and multi-cultural health and fitness activities, as well as recreation activities, health and well-being and social outlets.

Current Tenants and Renters

Indoor gym space and health related services have an annual participation of approximately 1,800. The ratio of residents to non-residents served is not known for all the groups that use Cubberley indoor sports and health activities; however for the youth after-school and summer camps programs, 75% are residents. The indoor space sports and health spaces are used seven days a week, at various times, with the heaviest use during morning hours and after 5pm. Two examples of health related tenants at Cubberley are:

- The Cardiac Therapy Foundation (CTF) provides medically supervised rehabilitation and information programs for physician-referred persons having cardiac, diabetes, pulmonary, and other problems. CTF provides such services for more than 200 members, of whom more than half are Palo Alto residents. It has an office at Cubberley, and also rents hourly space (about 1550 hours annually, mostly between 7 am and 12pm). Its members are mostly between ages 55 and 90. CTF uses gymnasium A and the weight room for its rehabilitation activities, and various rooms and the auditorium for classes, board meetings, and free public lectures on cardiac issues, technology, and research. CTF has a medical advisory board of medical professionals, primarily cardiac physicians and nurses.
- REACH is a post-stroke program of Foothill College. It provides a link between outpatient rehabilitation and full community integration. REACH instructors include specialists in physical therapy, occupational therapy, speech pathology training, speech and language skills, independent living skills, and life-adjustment counseling for both the outpatients and their caregivers. Most of the outpatients are age 55 and above; a few are in their 30s or 40s. REACH, as a college program, mostly serves the broad mid-peninsula community, not just Palo Alto residents.

Foothill has indicated that it prefers that this program stay at the Cubberley campus, even after Foothill completes its new site. They are also not building a gym at their campus, so presumably they hope to continue to offer some of their fitness classes for all adults as well.



If Cubberley were not available

Some of the non-profit health groups would go out of business due to the inability to afford or find alternative space. Many would try to relocate; however indoor gym space is very limited and Palo Alto has no other community gymnasiums. Cubberley has two individual gymnasiums and a larger pavilion gym housing two full size basketball courts.

If PAUSD opens a school on site in addition to City-provided community services

At least one additional gymnasium would be needed to service both city and district needs. The city's use of gyms is lowest during the school day so there would be opportunities to share spaces without having to completely duplicate them. Both students and staff would benefit from having fitness and health programs available on-site and it might be possible for some students to enhance or replace PE courses.

When services for the aging part of our community are co-located with schools, early care and education services, the potential exists for children of all ages to form relationships with elders, enriching their lives with information and caring experiences they do not normally have access to on a day-to-day basis.

Performing Arts Programs: Music, Theater, and Dance

Music and Theater

Community Needs and Benefits

Cubberley Community Center's Theater hosts a variety of performance events, including concerts, lectures, dance, drama, and public meetings put on by different organizations including non-profit groups, businesses, and City departments.

The facility has been continuously upgraded over the years and currently has 317 seats, plus two ADA-accessible locations in its standard configuration. It is equipped with a professional live sound system, a theatrical lighting system, and a high quality video projector. The various music groups benefit by sharing the theater itself, common spaces and equipment. The community benefits from the interactions of these several types of groups who provide numerous affordable performances to enjoy.

Cubberley currently provides a place for over 500 musicians of all ages to learn, practice, rehearse, and perform in both large groups and small. The primary focus of most of these groups is on providing our youth an affordable opportunity to develop and enjoy their musical skills. Nearly one half of the participants are residents of Palo Alto. On average, the Theater is rented out for approximately two performances per week; it also frequently serves as a large meeting hall.

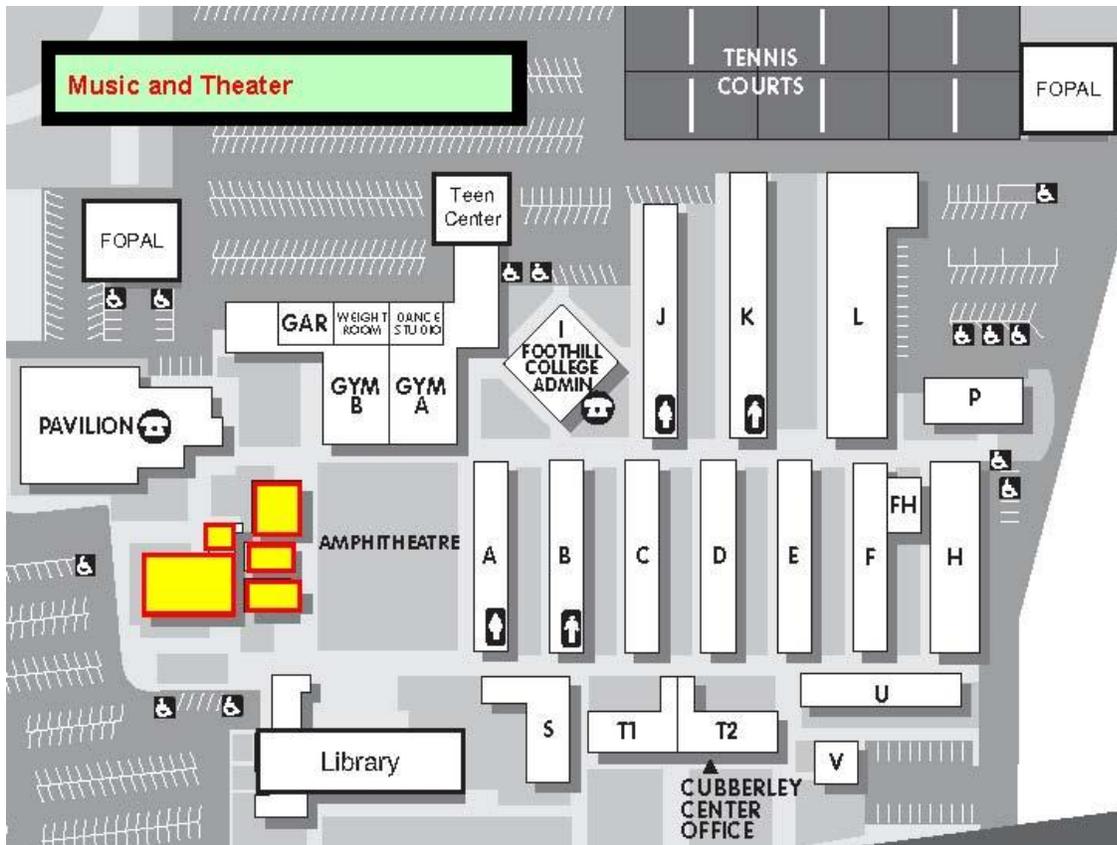
Cubberley provides a unique chance for students to develop and interact across school and grade boundaries. The programs do not attempt to compete with those offered in schools, but rather to enhance them. Likewise, they do not attempt to compete with the theater programs offered at Lucie Stern, but instead provide alternative programs for different students and audiences. While there are many places around town for students to take lessons, there are few where they can regularly perform and develop together.

Current Tenants and Renters

Over 500 students/participants are enrolled at any given time (about 45% are City residents). Those comprising the audience account for 150-300 visitors for 100 rentals annually – an average of about 12 hours of time in the building per rental. The Theater sees its highest levels of usage during the months of March through July. Music events make up the largest portion of bookings, and range from orchestras, choral competition, traditional cultural music, and rock. There are also a large number of dance events, including ballet, modern dance, traditional and cultural dance. The remainder of events includes dramas, lectures, film screenings, religious services, training seminars, and municipal public meetings.

Events are put on by a broad array of organizations. Approximately 70% of the groups are non-profit organizations, 10% are businesses, 15% are departments in the city, and the remainder are individuals.

- El Camino Youth Symphony
- Palo Alto Chamber Orchestra
- Palo Alto Philharmonic
- Peninsula Piano School
- Peninsula Women's Chorus
- Bats Improv
- Peninsula Youth Theater
- Jayendra Kalakendra
- Shiva Murugan Temple
- Nuber Folk Dance
- Shri Krupa
- Sankalpa Dance Foundation
- Vaidica Vidhya Ganapathi Center
- Heritage Music Festivals



A majority of these programs are targeted at youth; in general, these programs complement music and theater opportunities available within the school settings. With the exception of the Peninsula Piano School, who uses their space 6 days a week from 10am to 7pm, most providers schedule programming during after-school, evening and weekend hours.

If Cubberley were not available

Providers would have to find alternate rehearsal and performance space that would probably entail raising rates for participants and/or moving their program out of Palo Alto.

If PAUSD opens a school on site in addition to City-provided community services

If a school or schools opened at Cubberley, these organizations could provide enrichment for the students while sharing significant amounts of space and materials. Careful scheduling would be essential, but students would benefit from performing opportunities beyond those offered by their school. Performances involving both older and younger performers would open new doors to their musical and theatrical development.

Dance

Community Needs and Benefits

Having the concentration of dance opportunities at Cubberley is of tremendous benefit to literally thousands in our community, providing high-level dance training and performance opportunities at all age levels, at a convenient location. Dance Connection has established after-school programs at local elementary schools.

Several dance instruction, performance and social dancing opportunities operate at Cubberley. Programs exist for pre-school, elementary through high school, young adults and seniors. Dance styles range from ballet to social ballroom, including modern, jazz, tap, and hip-hop. Cultural traditions are also offered including Scottish, Irish, flamenco, Mexican, Congolese, South American and East Indian. The recent survey indicates that 70% of the children and 50% of the adults who participate in these dance programs are Palo Alto residents.

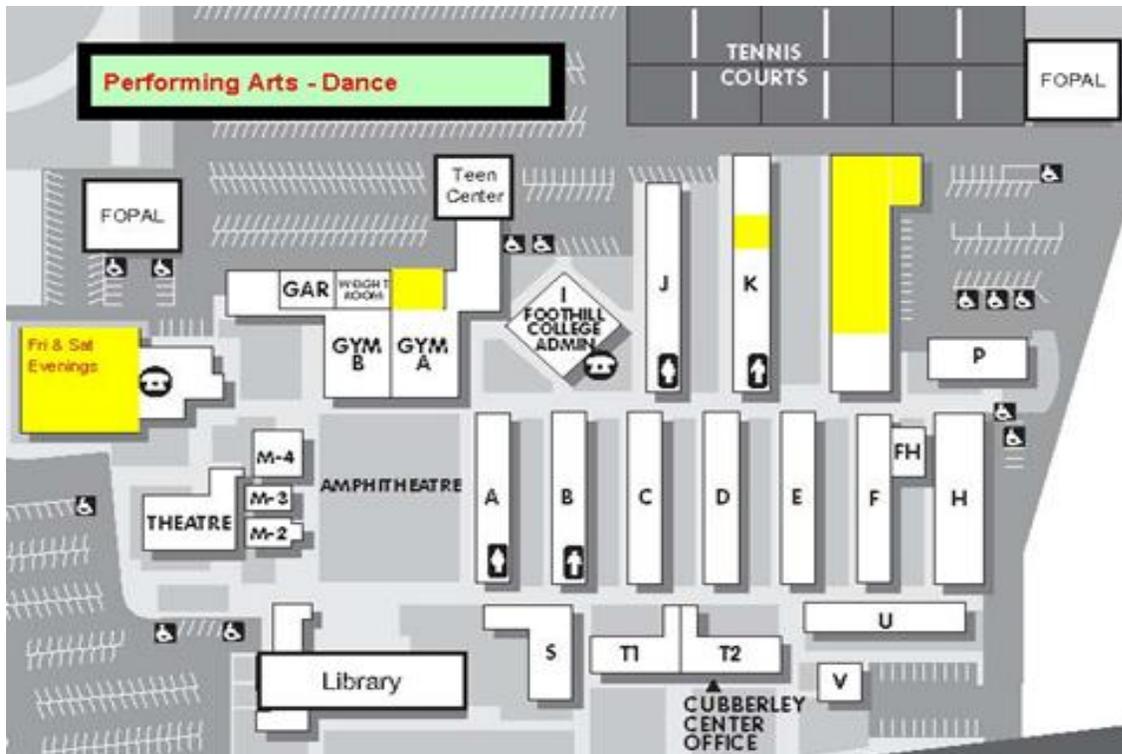
Current Tenants and Renters

The current “resident tenants” (those with studios) are Dance Connection, Zohar and Dance Visions. Both Zohar and Dance Connection are fully utilized, morning through evening; Dance Vision also sublets to other artists and theater groups during holidays and down times.

Because the dance studios were originally high-school wood-working and metal shops, all three of the resident tenants have invested a lot of their own money in refurbishing and now maintaining their studios. Unique to Cubberley, the multiple dance groups interact and work communally on performance projects, enhancing the quality of the dance experience for all students. Nine other dance opportunities also rent on an hourly basis. The Pavilion is regularly used for Ballroom Dancing as it has a large dance floor.

Dance programs include:

- Dance Connection
- Dance Visions
- Zohar Dance Company & Studio
- Dance Kaiso/Wilfred Mark
- Friday Night Dancers
- Guru Shadha
- Raices de Mexico Ballet Folklorico
- Saturday Night Ballroom Dancing
- The Red Thistle Dancers



If Cubberley were not available

If the dance studios had to move out of Cubberley, they would probably each have to be relocated in isolated industrial sites – rents in residential areas would be prohibitive. There are few alternative dance studios – much less dance communities – similar to and accessible by Palo Alto residents and their families. This is particularly true for the youth and teen programs offered by the three resident studios. The dance services for youth provided at Cubberley are a core support in the City’s network for youth opportunities, complementing school athletics, AYSO, and children’s theater among other programs, providing our youth multiple ways of finding their differing passions and creative sparks.

Dance Connection in particular serves approximately 2,000 students, most of whom are Palo Alto residents. Although other youth dance classes are offered through the City’s Community Services Department, they are minimal compared to those at Cubberley.

The adult dance offerings provide high quality instruction, attracting both residents and non-residents. Ballroom dancing on Friday and Saturday evenings is both dance instruction and a social recreation for adults and seniors. Other adult dance activities provide a wide range of opportunities.

If PAUSD opens a school on site in addition to City-provided community services

Several types of dance instruction would provide increased opportunities for students, both for developing their musical talents and for providing an artistic and fitness opportunity for both students and staff. The multi-age opportunities would also be enriching.

Artists in Residence Program

Community Needs and Benefits

The Cubberley Artists in Residence Program represents the City's commitment to the arts by enhancing and promoting the artistic culture in Palo Alto, showing various art forms through open-studio events, exhibitions, workshops, lectures, and classes taught by the artists in residence. Many Cubberley artists also provide instruction and art-making opportunities to children and lifelong learners in an accessible and friendly environment.

The program's purpose is to establish a community of visual artists who support, collaborate, and exchange ideas with one another and the community. Especially valuable features include:

- The opportunity to engage and interact with participating artists.
- The services rendered and the teaching provided by participating artists.
- The donation of art work contributed by participating local artists to the City's Art in Public Places collection for the education and enjoyment of all citizens.

The program was initiated in 1989 in response to a lack of affordable studio space for artists, which was providing challenges for local arts organizations. Today 22 artists (about 50% are residents) occupy 17 studio spaces. The program is a community center for visual artists who support, collaborate, and exchange ideas with one another.

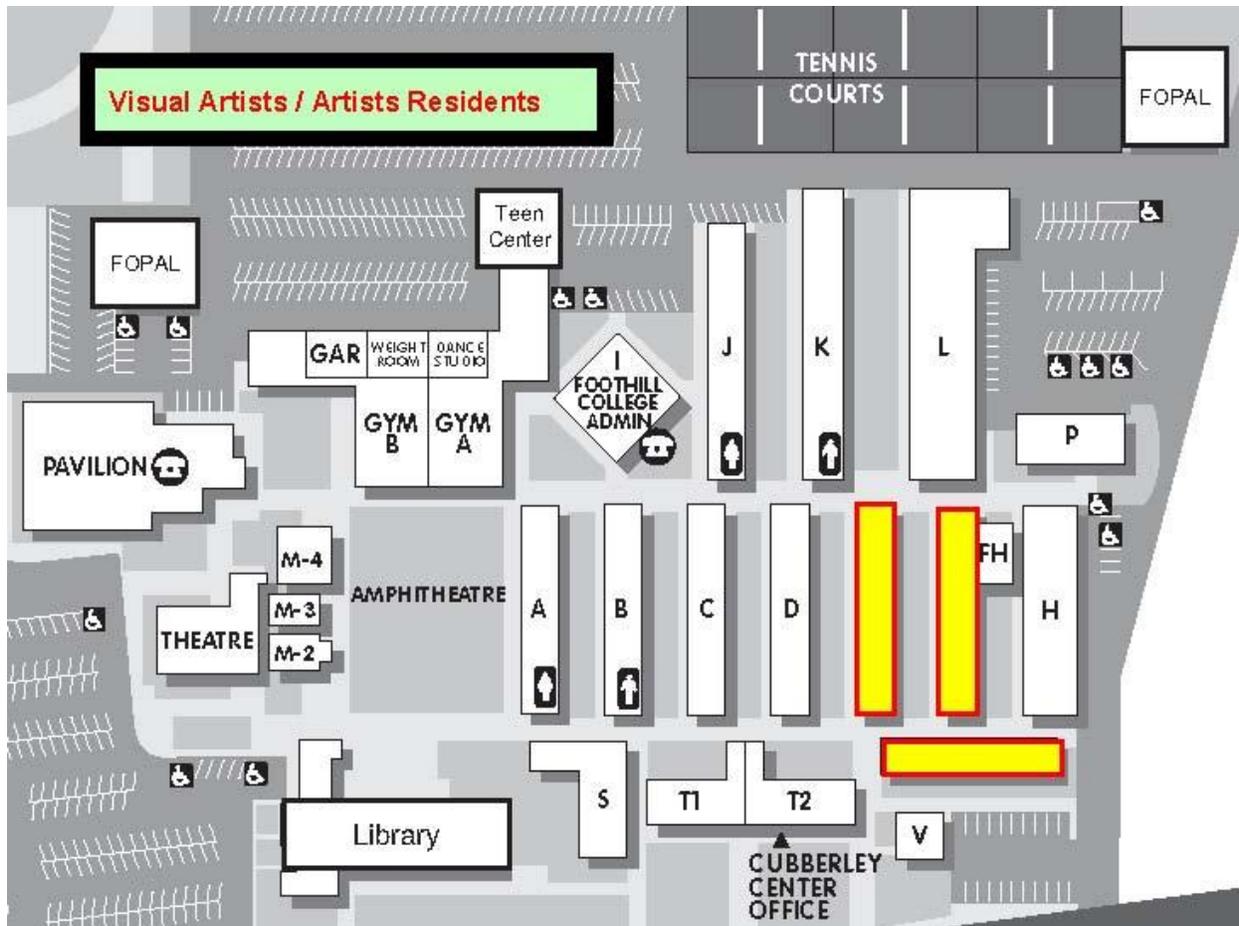
Artists who teach classes in their studios average 20-30 students per quarter (65% are residents). Visitors to the annual open-studio events vary, averaging 500 visitors per studio per year. The majority of respondents indicated 60-80% of visitors are residents.

Individual survey responses varied greatly: some artists utilize their space 7 days a week, up to 12 hours a day, while others may use their space 25 hours per week. Most respondents are using their space 4-7 days a week for approximately 5-8 hours a day.

Every two years, local artists are invited to apply to a juried process, along with approximately 1/3 of the current studio tenants. This process ensures Artist Studio tenants are re-juried approximately every five years. From six to eight artists from the juried pool are awarded the opportunity for residency (or possible continuance) by a panel of three City-appointed visual arts experts based on specific criteria.

Current Tenants and Renters

- | | | |
|---------------|----------------|-----------------|
| • L. Anderson | • B. Gunther | • I. Infante |
| • L. Bouchard | • P. Hannaway | • S. Ingle |
| • U. Delarios | • M. Gavish | • S. Kiser |
| • K. Edwards | • C. Sullivan | • M. Lettieri |
| • M. Fletcher | • N. White | • A. Mcmillan |
| • P. Foley | • C. Valasquez | • J. Nelson-Gal |
| • L. Gass | • M. Gavish | • M. Pauker |



If Cubberley were not available

Most artists indicated that they would disperse and relocate out of the Palo Alto area due to lack of affordable spaces in this area. Available studios in Palo Alto are few and decreasing.

Alternative/replacement studio spaces are severely limited. On the mid-peninsula there is just one other set of studios – Palo Alto Studios – that currently provides space for 34 artists who share 15 studios. There is, however, a waiting list to get into any of these, and the rates are well above rates at Cubberley.

If PAUSD opens a school on site in addition to City-provided community services

Many of the artists indicated that they would enjoy serving as mentors for students as well as role models of artists using various mediums to express themselves. In addition there would be opportunities for joint shows furthering the artistic development of our students.

Hourly Rental Spaces

Community Needs and Benefits

Cubberley provides much needed rental meeting spaces for dozens of regular user groups, as well as spaces for occasional activities and meetings by all members of the community.

Current Tenants and Renters

- Neighbors Abroad
- Youth Community Services
- Palo Alto Housing Corporation
- Pre-school Family
- Grossman Academy Training
- Vineyard - Faith
- Christ Temple Church - Faith
- Earth Day Film Festival – theater
- Waldorf School of the Peninsula – theater rental
- Palantir Technologies – gym use
- International School of the Peninsula – gym use
- Gideon Hausner – Jewish Day School – gym use
- Palo Alto Soccer Club – meetings
- Common Wealth Club - meetings
- Palo Alto Girls Softball - meetings
- Whole Foods Market - meetings
- Bay Area Amphibian and Reptile Society - meetings
- SCV Audubon Society - meetings
- National MS Society - meetings
- Palo Alto Menlo Park Mothers Club – meetings
- Liga Hispano Americano De Futbol – meetings
- SCC Registrar Voters
- Home Owner Associations

If Cubberley were not available

Cubberley today meets at least a third of the community demand for meeting space (particularly useful to small groups) provided in the following city-run facilities:

Cubberley Community Center

- 9 Meeting Rooms
- 2 Dance Studios
- 1 Gym Activity Room
- 3 Gyms
- 1 Theater
- 1 Music Rehearsal Room

Lucie Stern Community Center

- 1 Ballroom
- 2 Community Rooms

Art Center

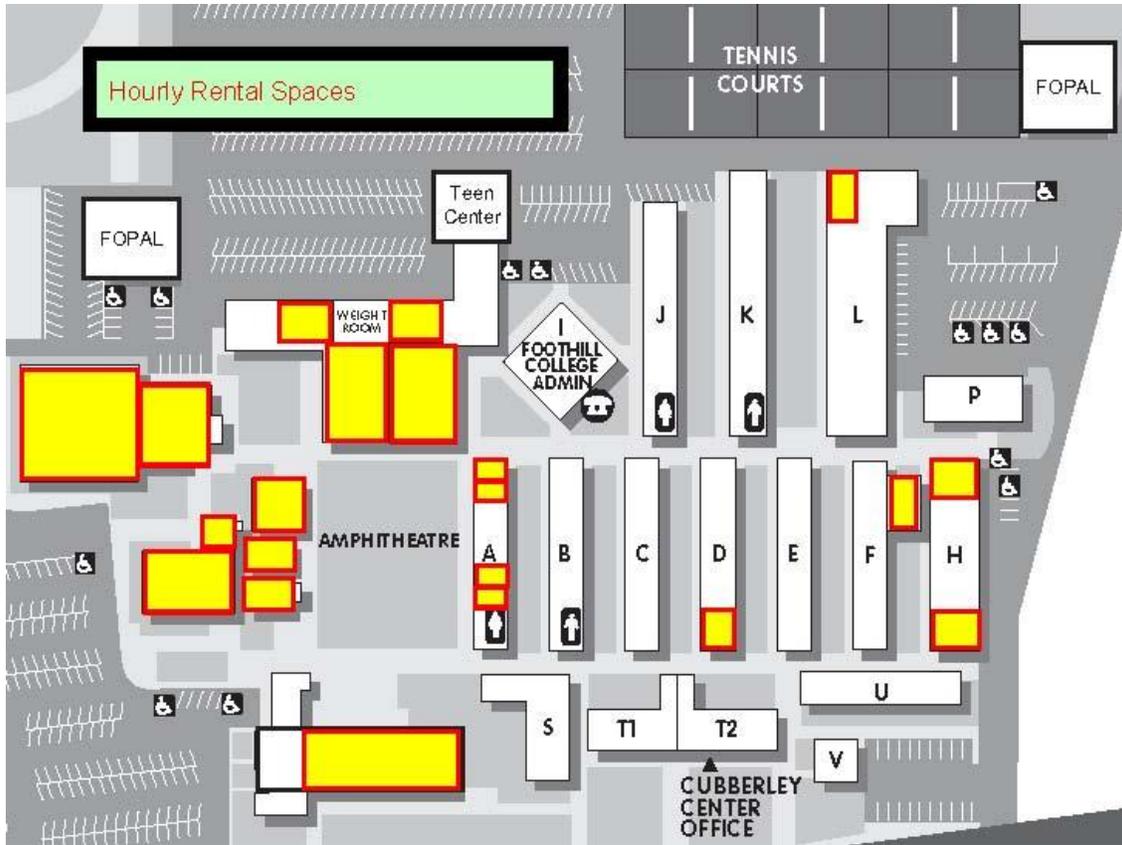
- Auditorium
- Green Room
- Meeting Room

Mitchell Park Community Center

- 1 Office Classroom
- 1 CBO Classroom
- 1 Art/ECR Classroom
- 1 Multipurpose room

Mitchell Park Library Portion

- 1 Program room
- 1 Computer room
- 4 small group study rooms



If PAUSD opens a school on site in addition to City-provided community services

There would likely be minimal interaction, although meeting rooms could be located wherever spare space existed on the site and could move from the city area to the district area as the needs of both entities change.

Other Non-Profits and City Services

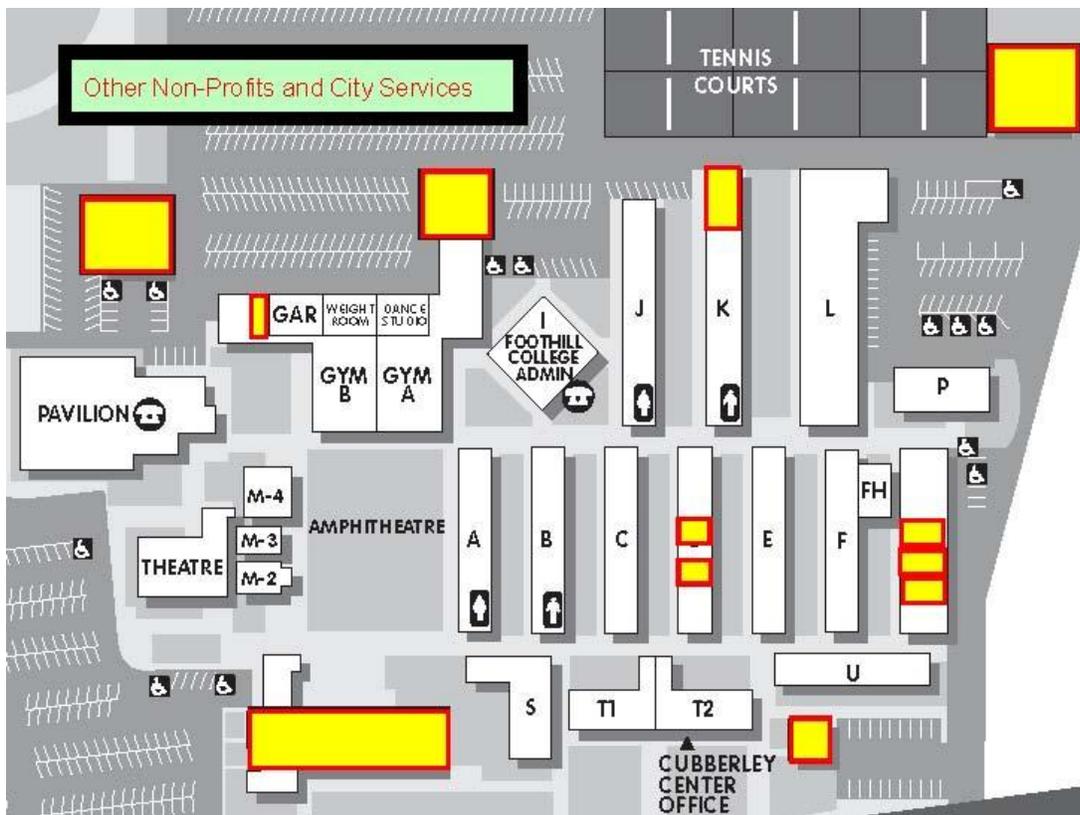
Community Needs and Benefits

Cubberley provides office and class spaces for both the City of Palo Alto and other non-profits. This allows these services to continue despite the scarcity of public space elsewhere.

Current Tenants and Renters

Normal business hours are Monday through Friday from 8:30am to 5:30pm.

- California Law Revision Commission
- P.A. Adult School: gardening classes & Senior Friendship Day
- Friends of Palo Alto Library (155 volunteers contributing over 23,000 hours, raising in excess of \$1M annually)
- Temporary Mitchell Park Teen Center (currently closed)
- Temporary Mitchell Park Library
- Office of Emergency Services of PAFD/PAPD (weekly EMS training)
- Palo Alto Mediation Services
- Wildlife Rescue
- Cardiac Therapy Assoc. Administration
- Facilities for the un-housed – gym showers available daily, between 6am and 8am.



If Cubberley were not available

A significant number of these groups would need to find other office space; however options are very limited, and must be considered on a case by case basis. No specific solutions for this category can be given at this point.

If PAUSD opens a school on site in addition to City-provided community services

There would likely be minimal interaction, although meeting rooms could be located wherever spare space existed on the site and could move from the city area to the district area as needs of both change.

Palo Alto Now and Later - Demographic Trends

Palo Alto strives to be a community that provides all its inhabitants a place to live a rich life, full of opportunities to experience, learn, and grow from infancy to the end of life. The notion of community involves not only personal interrelationships, but also the place within which these personal interrelationships take place. There are many communities in which people participate throughout their lives including the family, the neighborhood, the schools, the city, and beyond. Cubberley Community Center provides a unifying part of the fabric of our city. It is an ideal location for expanded and enhanced community services. If and when the school district is ready to open a school at this site, co-location of a school and community center would create new opportunities that would enrich all of our lives and serve the social and emotional needs of Palo Altans of all ages and abilities.

Youth Population

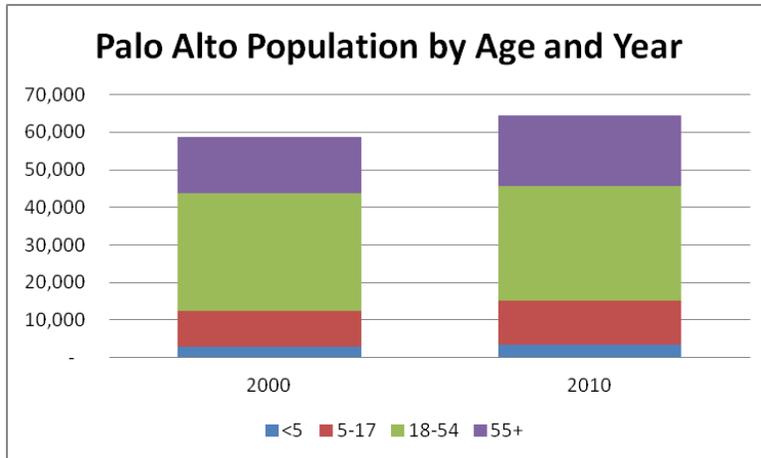
The youth population in Palo Alto is growing. Over the last 10 years, the number of children between the ages of 5 and 17 has increased by 2.3% a year. The school district conservatively estimates this growth will continue at the rate of 2% each year for at least the next 5 years. The number of youth under 18 has grown to over 14,000 or approximately 1/4 of the total city population. In addition to the need for more schools, the school district and the city need to provide opportunities for its youth for various community focused activities. These opportunities will provide for the integration of the various social, ethnic, and economic variations within their population and build more appreciation and enlightenment among them. Cubberley provides an ideal location for the city and school district to work together to make this happen.

Senior Population

There is also a growing senior population. Over the last 10 years, the number of adults aged 55 or older has increased by 2.5% a year to nearly 30% of the city's total population of nearly 65,000. The city's 2006 study, "Impact of the Aging Baby Boom Population on Palo Alto's Social and Community Service," states that 80% of our Boomers are planning to "retire in place" as they age. This aging population creates the scenario that by 2026 upwards of 40% of the city's population will be 55 years of age and older. The present perception of the city's seniors is that they want "a sense of community." Palo Alto needs to work toward providing that sense of community with a rich variety of offerings in multiple locations around the City that seniors can reach through public transportation. Cubberley is an obvious location for such services.

Other Adult Populations

Between the senior and youth demographics there exists a 31,000 adult population comprising nearly 1/2 of Palo Alto's population including single adults, married/living together adults without children, and married/living together adults with children. The city needs to develop programs that are relevant and attractive to single adults who comprise 25% of its adult population, as well as provide programs relevant to married adults to reach the community needs of these segments of its population.



Diversity

All age groups in the city are growing more diverse every year. Palo Alto now enjoys an extraordinary mix of people who come from all over the world. We have people from many backgrounds and cultures, each with languages, ideas, approaches, and ways of living that can enrich our community immensely. This diversity also brings with it a need for a wide range of services offered in a variety of ways. Our diversity is an incredible asset and we need to make the most of responding to it and incorporating it into the services and opportunities offered to our city and school community.

Festivals, music, art, and recreation all provide opportunities for community members of all ages to thrive while gaining understanding of others. A vibrant community center at Cubberley provides the perfect place for increased communication among our various sub-populations and this will lead to an even richer community ready for the realities of the 21st century.

Impact of this Growth and Change in Palo Alto

More children plus more older adults equals more people in Palo Alto. More people create more needs and more interrelationships. More people with differing backgrounds add to the vibrant and innovative place we call Palo Alto, but also increase the need for services. All of this growth and change creates an even greater need for community.

Cubberley Tomorrow

What we have at Cubberley is uniquely Palo Alto and tremendously valuable. Well rounded, active and engaged individuals enrich the entire community. The services at Cubberley do not simply benefit the users, but also benefit all those who interact with them. The city administers the site and offers some classes as in most neighboring community centers, but nearly all of the Cubberley programs are provided and administered by community organizations; this enables an uncommonly rich assortment of opportunities using minimal City resources.

Good communities need good schools. Palo Alto is known for the dynamism, creativity and intense involvement of its citizens. We demand the very best schools to nurture the bright young people who drive progress in our area.

Good schools need strong communities. The students in these schools need more than just good schools; they need opportunities to explore the visual arts, dance, sports, music, and various service opportunities to find the passion that will drive them forward into productive, happy, satisfying full lives.

Our more mature population needs outlets for service, learning, creativity, and connection, as well, to keep their lives satisfying through middle age and into their senior years.

Excellent schools and a rich variety of community services and activities provide the basis for Palo Alto's vibrant community.

Making Choices

There will always be a need to make choices between competing users of the community space at Cubberley. When Foothill vacates most of its current space, this need will be particularly great. The proposed community needs assessment will drive these choices once it is complete, but city staff will need to select tenants every time space opens up both before and after a community needs assessment is completed. The recommended criteria for future renting and leasing of Cubberley space outlined in Appendix A would create an open, defensible matrix to guide future decisions.

A Spirit of Collaboration Will Benefit Everyone

What follows is a vision for combining the strengths of our school district and our city to create an integrated space at Cubberley to serve the needs of all ages and abilities as the twenty-first century continues to unfold.

A Vision of Synergy

The information on how our city is evolving has been explained above. Cubberley is the last 35 acres of public space that exists in Palo Alto. As our population grows, so does the value and importance of this public land. We can use the last 35 acres in Palo Alto to provide the new school capacity needed for the future and also further development of the cluster of services concept that makes Cubberley today so vibrant and vital and so important to so many. Maintaining what we have at Cubberley and continuing the dynamic process of responding to community and school needs by bringing Palo Altans together to work with one another, share ideas, and create new ideas and institutions will be part of what will assure Palo Alto's future as a dynamic, exciting, desirable place to live, work, and play.

We are at a crossroads. We can make the conventional assumption that Cubberley needs to be used for increased school capacity *or* a community center. Or we can do both! We can carry

on the community spirit that created the Cubberley we know today by working together to create a much more exciting and innovative use of this valued 35 acres. We can provide both new school capacity *and* a multicultural, multidisciplinary, multigenerational, flexible community center that knits our residents together in new and exciting ways and provides services that meet the needs of Palo Altans from the youngest to the oldest of our citizens. Constructing buildings that use the 35 acres efficiently allows us to do both. (See the Facility Committee Report.)

Expanded Wellness Programs

There are currently many ideas for how to enhance the services now offered at Cubberley. One example involves the expanding the wellness activities currently offered. A number of non-profit organizations currently provide health and wellness services at Cubberley. More would like to do so in the future, if suitable facilities and financial support were available. At the 11/14/2012 CCAC meeting, several cooperating community groups requested a wellness center that would house and integrate their separate programs. Pacific Stroke Association (PSA), Cardiac Therapy Foundation (CTF), Abilities United, Avenidas and the City of Palo Alto outlined their vision of an integrated health and wellness program with a focus on seniors.

Cubberley and School Communities

There are also ideas about how the visual, dance, and musical artists communities currently at Cubberley could interact with school students to provide instruction, mentoring, and space for student talents to grow. There are ideas about how high school students could learn about how young children develop in the early child care and education centers where their teachers' young children spend their days engaged in educational play. Other exciting program additions would become possible for a new high school by sharing the 35 acres at Cubberley with a community center.

Conclusions

Exactly what is needed for the growing school population and what is needed for the evolving city of Palo Alto requires more work and expertise than was available to the Cubberley Community Advisory Committee. PAUSD has the capacity to identify its needs as population growth unfolds and to identify the best way to meet those needs.

Deciding which buildings to build or remodel as well as deciding on renting and leasing priorities for a community center requires a very thorough community needs assessment to identify what services and opportunities are needed by the community, where such services exist now, and what services are best offered at Cubberley to meet community needs. We need professional expertise to do this work well. Only by investing in such a systematic study with the school district as a willing partner can we be sure we are planning well for a facility that will serve Palo Alto for years to come. Such a study will require that PAUSD and the Palo Alto Planning Department work together to determine how to meet this broad range of community needs.

Securing the land at Cubberley and committing ourselves to the project of creating a plan to develop the site for the co-location of a school and community services needs to start today!

In 1991 Palo Alto chose to protect these 35 acres from disappearing into private housing developments, and in doing so developed the community of services that is Cubberley today. It

is again time to use this wisdom, creativity, and cooperation to continue to develop school and community facilities to share these 35 acres. We can start by taking the following steps:

- 1) The city and the school district should work together to design a flexible shared space to meet the changing needs of both organizations over time, including an MOU detailing how such joint planning work will be accomplished.
- 2) The city and school district should design a new lease including how to maintain the site for the next 5 – 10 years.
- 3) Over the longer term the city should maintain or expand community uses at Cubberley as Palo Alto's population increases including building or remodeling on a portion of the site to house most community center needs into the future.
- 4) The school district would thus maintain the potential to build and remodel the remaining acres to create a high school for the future that would be comparable to Gunn and Paly, even though those sites are larger.

City and School District Planning Efforts

Conflicts that must be recognized

The City needs to plan for an upgraded community center now, but the District's need for a new high school is likely 15-30 years into the future. The apparent difference in their planning horizons can be turned into an opportunity: New construction as it becomes necessary can be intelligently phased, adapting to changing goals of the two parties, City and District, while allowing ongoing use of most of the site with construction disrupting only a portion. We cannot expect the City to wait for 20 years while some buildings require major maintenance or replacement, but we also cannot expect the District to plan the details now for a school that may not be needed for 30 years.

City and District boundaries are not contiguous; the biggest difference is that all of Stanford and half of Los Altos Hills are part of PAUSD, but not part of the City of Palo Alto. This requires attention, but precedent exists in the current lease where child care space is provided at Nixon, even though most students live outside City boundaries.

Talking points which the City and the District must resolve to plan future use of site

Both entities must agree to work together and avoid the "we" vs. "they" thinking that breeds mistrust and prevents finding the best solution for our common community.

A shared site with both community center activities and a school can address the 41 developmental assets that are recognized as essential for the well-being of students and would improve the social and emotional health of people of all ages.

Several site decisions need to be made before any construction can begin, including:

- Parking and access (car, bus, foot and bike) to the site, including to the fields
- Utilities on site
- How could / should construction be phased in?
- What safety precautions are essential given that building will occur while part of the site is being used?
- Which buildings need to be leveled in the long term and which ones could be rehabilitated if they fit into overall site plan?

- Which parts of the site should become largely community center, which parts should eventually become largely school use and which parts should serve both purposes for all or part of the day?
- How separate do community center and district spaces need to be?
- Is it necessary to make all buildings DSA compliant?
- What should the basic architecture of the site look like?

What if the City and the District choose not to plan the future of this site together?

The fallback position remains that the city could build a very good community center on 8 acres of the current site. This is decidedly an inferior choice compared to the joint or integrated use we have been talking about. We would all lose in terms of flexibility and ability to offer the best possible program for the least cost, but the City risks losing the Cubberley Community Center entirely if we don't plan now and build improved spaces soon. Marking time for 10-20 years is *not* an option.

Recommendations

Short term -- the City of Palo Alto and the PAUSD should renegotiate a 5-year lease that includes planning shared community center/school buildings and site parking, including an MOU addressing how they will plan together to develop the new site. To evaluate actual community needs, the City should contract for a professional Community Needs Assessment.

Medium term -- the City could begin to build community center building(s) while allowing the remainder of the site to continue to be used. If the district has made a decision to open a new school, this is the time to plan how to build and remodel the remainder of the site for school purposes and shared spaces.

Long term -- the City should continue to evaluate the best mix of tenants and a fee schedule for community space, as well as how to share space and energy with PAUSD as needed and desired.

Appendices

A. Recommended Criteria for Future Renting and Leasing of Cubberley Space

The Cubberley Community Center space is leased or rented to a diverse array of program and service providers. The selection process for who gets space at Cubberley is guided by the 1991 Cubberley Master Plan, which designates areas of the Center in the following categories:

- Education – Preschool through Adults
- Indoor Sports and Health
- Outdoor Sports
- Artists in Residence
- Music & Theater
- Dance
- Hourly Rental Space, Other Non-profits, and City Services

While the time and scope of work of this report did not permit the CCAC to develop a detailed renting and leasing priority system, the Community Needs Subcommittee did develop a recommended process to help prioritize renter and tenant proposals. It should be noted that the diversity and range of programs and services provided at Cubberley is extremely broad, and all of the services in the categories (above) are considered a “need” for one constituent group or another.

Community Needs Assessment

The next and more complex question is to understand the relative need for each category and how these needs might be met through creative, innovative design of a new facility. To answer this question we recommend a comprehensive City Community Needs Assessment done by a professional assessor to determine the long-term needs for the community, possibly resulting in a revised/new Cubberley Master Plan. Having a PAUSD representative on the committee will help ensure that the City and the District understand each others’ needs and provide complementary offerings. The recommendation below will ensure that space allocation between competing potential users is an open, defensible process based on the master plan.

The CCAC Community Needs Subcommittee suggests a jury system for selecting future renters and tenants similar to the system used for the artists’ studio space currently in use at Cubberley. A selection committee would be ultimately responsible to the City management and comprised of relevant City staff, commissioners and stakeholders such as:

- City Staff – Director of Community Services
- City Staff - Cubberley Manager
- City Staff - Real Estate Manager
- Parks and Recreation Commission representative
- Human Relations Commission Representative
- Cubberley Advisory Committee Chair
- Community members-at-large for tenants and residents
- PAUSD representative

Selection Criteria

The committee would use the selection criteria listed below to serve as a tool in guiding a discussion on prioritizing proposals for use of space at Cubberley. There are three core filters the selection committee would use to evaluate suitability of proposals.

1. The first filter is a scoring of proposals based on the following criteria:
 - Alignment with the Cubberley Master Plan
 - Appropriateness of space
 - Percentage of Palo Alto residents served
 - Demonstrated community need
 - Complements existing services
 - Adds to the diversity of Cubberley (e.g., Age, Culture, Interest)
 - Serves a large number of people
 - Is a Safety Net Service
 - Directly supports the City's Comprehensive Plan
 - Provides a high community benefit
2. The second filter is an evaluation of alternative coverage of the service or program in Palo Alto. The intent is for the committee to consider whether the community has access to similar services elsewhere in Palo Alto. When the alternative coverage is low, a proposal will rank higher for getting space at Cubberley, and when alternative coverage is high a proposal will score relatively lower for getting space.
3. The third filter is the capacity to pay for the space requested. Recognizing the City of Palo Alto is obligated to pay PAUSD millions of dollars for the lease of Cubberley, the offsetting rental and lease revenue is a critical factor in the selection process – not the primary criterion, but nevertheless one that must be thoughtfully considered.

Proposals ranking relatively higher on these three filters will be accommodated first while those scoring relatively lower will be accommodated later or not at all.

B. What's Special About the Cubberley Community Center?

Cubberley provides an irreplaceable public, comprehensive community facility that reflects our community values.

1. Cubberley is our last large (35 acres), undeveloped (non-parkland), and publicly owned space.
2. Palo Alto has wisely chosen to disperse our public buildings to make offerings walkable, bikeable, and transit-oriented, a City of Palo Alto Land Use & Community Services policy as laid out in the Comprehensive Plan. Cubberley in the south and Lucie Stern in the north offer many classes and programs meeting this goal; youth and teen programs at Ventura and Mitchell Park add even more balance for many non-drivers. (Note that the new Mitchell Park community center simply replaces its original community spaces).
3. The Cubberley site provides a unique opportunity for PAUSD and the City to plan a creative co-location of community services and school(s) that could work together to make this valuable public property a treasured part of our community for all ages.
4. It is essential to appreciate what is provided now at Cubberley in order to judge what can best be offered going forward. Staff has recently surveyed current tenants, and the Community Needs Subcommittee has interviewed many of the following significant Cubberley groups.
 - **The Arts:** 22 Artists in Residence currently have studios. Co-location yields benefits to community and to artists; this model is being copied in locations around the world. Three Resident Dance Programs have studios plus several small companies share spaces, providing a complementary community and a variety of classes for all ages and abilities. Music groups include Palo Alto Chamber Orchestra, Peninsula Women's Chorus, Peninsula Piano School, Palo Alto Philharmonic, and El Camino Youth Symphony. Theater programs and camps round out the Cubberley arts programs.
 - **Sports & Recreation:** Outdoor Sports – Four softball fields and four soccer fields allow spring, summer, and fall youth leagues to practice and play Monday - Saturday. Adults use the fields heavily on Sundays. Tennis courts are used heavily at all hours. The football field and track are used regularly for soccer, football and jogging. Indoor Sports and Fitness – Foothill and the City offer a wide array of sports and fitness classes for all ages and abilities. Foothill is not building a new gymnasium at its new location and would like to maintain a presence at Cubberley after moving to its new site.
 - **Senior Programs:** Avenidas is interested in increasing opportunities for seniors and combining Senior Wellness programs with the existing Stroke and Cardiovascular programs as well as Senior Friendship Day and other senior social activities.
 - **Education:** Preschools and after-school care – Such care provides for early learning and enables parents to work, confident that their children are thriving. Private schools, tutoring and continuing education -- Foothill College, the City, and the School District all offer classes, many of which are adult education classes.
 - **Community Organizations:** Friends of Palo Alto Library, Wildlife Rescue, spiritual groups and others. Rooms can be rented for meetings, retreats, and special occasions.

C. Summary of the “Impact of the Aging Baby Boom Population on Palo Alto’s Social and Community Services”

This analysis was initiated by the Community Services Department of the City of Palo Alto and was undertaken by a task force of community leaders and service provider agencies. The resulting white paper was published in November 2006 and focused on lifestyle issues including education, recreation, health, fitness, leisure and social services

The study aimed to assist Palo Alto’s city government, local nonprofit agencies, and the community at large in understanding some of the impending impacts of a demographic environment driven by the aging of the Baby Boom Generation, noting that such changes will have an impact on policies, programs, services and practices within the community.

Study Summary. The thoughts and concerns of some 400 Palo Alto Boomers can be summarized as follows:

- Boomers want to live independently as they age and the concept of a “senior friendly” environment, especially with regards to mobility, is especially important.
- There is a deep desire to be engaged in community and social activities and have a variety of learning opportunities.
- Palo Alto Boomers want to stay involved, for either lifestyle or financial reasons, through volunteerism or continued part or full-time employment.
- Boomers want to remain physically and mentally active and healthy, well into their elder years.
- 80% of the Boomers say they are planning to stay in Palo Alto as they age.

Future Services Needed

When asked to identify the services and programs that Boomers are presently using that they will need more in the future, a variety of services and programs were identified. The five major themes, in order of priority, that dominated the discussion were:

1) Social, Cultural and Leisure Activities

Examples cited most frequently were travel; activities at night for adults/seniors; activities for widows/widowers; creative arts classes; book clubs; Stanford Lively Arts; inter-generational interaction; dance groups; poetry nights; art and theater events; open microphone; and increased social gathering points.

2) Parks and Recreational Services and Facilities

Within this theme the most mentioned uses were activities that draw people to parks; lawn bowling; Tai Chi; playgrounds for seniors; senior and community centers; a golf club for Boomers; and sports leagues for seniors.

3) Senior Designed Community/Social Services

Examples cited included buddy systems for walking, hiking and exercise; quality Police, Fire and EMT services; food closets; outreach for shut-ins; social services targeted at aging; walk-able neighborhood shops and services; universal housing concepts; and vibrant downtown neighborhoods.

4) Education and Library Services

Some of the specific services and programs identified as important were readings clubs; technical classes; quality library facilities and programs; Palo Alto Adult School; City-sponsored special interest classes; Stanford continuing studies; and Foothill College.

5) Information and Referral Services

Examples for information and referral programs included continued communication about programs for adults; easy, single point access to information on caregivers; technology services; Medicare advice; tax preparation

Other themes included health care/in home services, and health and fitness programs.

Community Survey Results

323 surveys were received over a six-week period from Palo Alto resident “Boomers.”

What Services Do You Currently Depend On? Top 3

- Education and Libraries
- Social, Cultural and Leisure Activities (including references to intergenerational activities, connectivity, social support groups, interest-based activities vs. age-based activities, more daytime activities, senior related activities, and social integration)
- Health and Fitness Opportunities

What New Services Are Needed? Top 3

- Transportation
- Health and Fitness Opportunities
- Education and Libraries

Of All Services, Which Are the Most Valuable to You, Personally? Top 3

- Education and Libraries
- Social, Cultural and Leisure Activities
- Health and Fitness Opportunities

D. Neighboring Community Centers

Sunnyvale Community Centers

Community Center, located at 550 East Remington Drive

The Sunnyvale Community Center is a unique recreation complex which includes a Creative Arts Center, Performing Arts Center, Indoor Sports Center, general Recreation Center and an Arboretum Complex.

Use of the Sunnyvale Community Center is for City-sponsored community recreation activities in which anyone may participate. However, there are also accommodations to fit almost every need by private groups from small meeting rooms that can be used by as few as 15 people, to state-of-the-art, Internet-ready conference rooms that can seat 300 guests or clients.

The Sunnyvale Community Center boasts a 200-seat theater, which has a fully rigged and lighted stage that can accommodate plays, recitals and concerts. The theatre hosts two resident theatre companies: California Theatre Center (adult professional theatre company), and Sunnyvale Community Players (volunteer community theater organization).

Programs and Activities

Senior Center

The Community Center campus also includes the Sunnyvale Senior Center, which hosts educational, recreational and cultural activities for adults 50 years and older. The Senior Center also includes several rooms, including a large ballroom and a professional kitchen that can be rented for large events.

After School Recreation Programs

The majority of after-school programs are conducted at elementary and middle school sites in Sunnyvale or at the Sunnyvale Community Center.

Summer Recreation Programs

The City of Sunnyvale also offers a wide variety of recreation, sports, arts and enrichment activities and camps for children and teens during the summer months. For middle school and high school-age teens, there is a summer recreation volunteer program designed to provide young people with the opportunity to develop leadership and job skills. Swim classes and drop-in swim at local pools are available for children and adults.

Activities for Adults

Year-round programs for adults range from adult sports leagues and drop-in gym programs to pottery and other visual and performing arts classes.

Therapeutic Recreation Program

The Therapeutic Recreation Program promotes the development of new leisure skills, increases self-esteem and social skills. The program provides information and referral services and participates in cooperative recreational programs with other cities for special events. We provide social recreation programs for individuals with all types of disabilities and all levels of functioning.

Greenbelt Stroll

Hike, swim, play tennis, picnic in the park -- enjoy 2.7 mile-long stretch of the John W. Christian Greenbelt.

Columbia Neighborhood Center, 785 Morse Avenue 3.5 miles from the main Community Center

The Columbia Neighborhood Center (CNC) was developed to provide social, recreational and educational services for north Sunnyvale residents. This collaborative project between the City of Sunnyvale, Sunnyvale Elementary School District, Advanced Micro Devices, Sunnyvale residents, and numerous community agencies includes the AMD Sports and Service Center building, Columbia Middle School, and the Sunnyvale Preschool Center. The CNC is open to all community residents and provides a variety of services and activities year round, seven days a week, including evenings.

Cupertino

Quinlan Community Center, 10185 Stelling Road, .3 miles from the Sports Center

Built in 1989 and opened to the public in 1990, this 27,000 square foot facility has won numerous awards for its innovative design. It is centrally located on Stelling Road near Stevens Creek Boulevard and enjoys views of the Cupertino foothills and beautiful Memorial Park right out its back door.

The **Quinlan Community Center** is home to the City of Cupertino's **Parks & Recreation Department**, the Cupertino Historical Museum, as well as serving as a sub-station for the Sheriff's Department. The art of the Cupertino Fine Arts League lines the walls throughout the building.

The Quinlan Community Center is a multi-use building, offering classrooms for **Parks & Recreation classes**, as well as a variety of other rooms available to rent for your business or personal needs. The **Cupertino Room** features a full caterer's kitchen and can accommodate up to 275 people in a banquet format, or up to 300 people for an event with theater-style seating, making it an ideal spot for weddings, receptions, corporate seminars or meetings. The **Social Room** can accommodate up to 80 people, ideal for smaller gatherings like birthday parties, baby showers or even an employee retreat. The attached **patio** provides a quiet spot to relax and enjoy a bit of fresh air or to slip out for a stroll around the park.

Community Hall, 10350 Torre Avenue 1.2 miles from the Sports Center

The facility offers state of the art audio/visual equipment for all your technological needs. Two six-foot by eight-foot mounted screens present the opportunity for dynamic presentations, certain to make an impression. Laptop connections are available throughout. A plasma flat screen in the elegant reception lobby adds ambiance to your event while keeping patrons informed. Worried about technology set-up and operation? Our staff assistants are present throughout your event to help.

Community Hall can also be transformed into an elegant banquet facility for wedding receptions or parties.

Cupertino Sports Center, 21111 Stevens Creek Blvd

The Cupertino Sports Center features 17 tennis courts, a fitness center with LifeFitness and Star Trac strength training equipment, LifeFitness and Hoist free weights, LifeFitness and Star Trac bikes and treadmills, LifeFitness ellipticals, Techno Gym Waves, Precor AMT's, 2 racquetball courts, complete locker room and child watch facilities. The resident tennis professional offers private and group lessons, pro shop and Friday Night social drop-in tennis programs.

Cupertino Senior Center, 21251 Stevens Creek Blvd 1 block from Sports Center

The Cupertino Senior Center is Cupertino's hub for activities, information and services that are specifically geared toward active adults 50 years and older.

Cupertino Teen Center, 21111 Stevens Creek Blvd

The Teen Center is a new facility with all of the latest gaming equipment and cool features that teens enjoy. Take your pick from a game of pool, foosball, air hockey, pin ball, Xbox 360, Wii, PSII, five computers, board games, two big screen TV's, movies, and more! The Teen Center also has a kitchenette which includes: refrigerator/freezer, microwave, toaster oven, two (2) large tables, and fifteen (15) chairs. It can be rented for parties or special occasions for \$200 / 3 hours.

Saratoga

Joan Pisani Community Center, 19655 Allendale Ave

Can accommodate 15 to 300 guests for a wedding, reception, party or meeting. Garden patio, large multipurpose rooms and kitchen facilities are available one year in advance. Non profit groups receive 50% discount, Residents of Saratoga receive a 10% discount.

Preschool, Youth Art & Enrichment

- Saratoga Community Preschool, My First Art Class
- Youth Oil Painting; Public Speaking, Pre-public Speaking
- Music Together, Vocal Performance, Magic, Clay, Piano Games, Beginning Guitar

Youth & Teen Health & Fitness

- Archery, Jr. Rock Climbing, Fencing, Squash, Shotokan Karate, Gymnastics, Just 4 Kicks Soccer, Lil' Sluggers, Deep Cliff Golf, Atherton Lacrosse, Ice Skating, Hockey, Tennis
- Dance Force, April Paye
- Karate, Fun Fun Fundamentals
- Saratoga School of Dance: Ballet, Tiny Tots Dance, Ballet/Tap, Boys Tap Dance, Tap

Teen & Community Programs

- Driver's Ed, CPR, Youth Oil Painting, Beg. Guitar

Adult Health & Fitness

- Jacki Sorensen Aerobics, Hula Hoop, Jazzercise, Baby Boomers Fitness, Ergo Fitness Workshop
- Deep Cliff Golf classes, Adult Tennis
- Cook Your Buns, Eating for Vibrant Health
- Saratoga School of Dance: Tap, Latinizmo, Folk Dancing, Zumba
- Lunchtime Yoga, Vinyasa Yoga, Beg. & Adv. Yoga, Rosen Method Movement, Beg. Tai Chi
- Ballroom, African Dance, Belly Dancing, Ladies Latin

Adult Arts & Enrichment

- Ikebana, Adult Oil Painting, Beading
- Landscaping Design, Chocolate Truffles, Free Your Voice, Take a Tour of Italy, Chinese Painting

Saratoga Senior Center, adjacent to the Saratoga Community Center

The Senior Center serves as a vital resource for seniors and older adults in the Saratoga community, offering over 35 activities and classes, as well as other services, trips, and special events, programs and activities, wellness screenings, speakers, the opportunity to build friendships, as well as a caregivers' support group

Warner Hutton House, located at 13777-A Fruitvale Ave, around the corner from Community Center

This charming & romantic 1896 Queen Anne house includes a garden patio with an inviting gazebo. It is the ultimate setting for your small, intimate garden wedding, and is perfect for small parties, elegant socials or business retreats. The house and garden have a 30 to 80 person capacity and includes a full service kitchen.

Saratoga Prospect Center, located at 19848 Prospect Road, 3.1 miles from Community Center

The Saratoga Prospect Center (formerly the North Campus) offers an attractive site for business meetings, wedding receptions, parties, and seminars. Facility Rental Discounts (one discount allowed per rental): Non profit groups receive 50% discount.

Mountain View

Community Center, 201 S Rengstorff Ave in Rengstorff Park

When the Community Center is not being used for recreation classes and City events, it is available for private rental. Located in Rengstorff Park, the Center provides a relaxing setting along with professional, friendly service. Trees, turf and beautiful plants abound in the park and facilities. There is a skate park, pool, BBQ areas, tennis courts, playgrounds, and a natural grass play area in this beautiful park.

- Rooms for rent include the Auditorium (capacity 200), Lower Social Hall (capacity 100), Rooms 2 and 3 (capacities 40 and 60)
- Preschool programs
- Classes are for Tot & Preschool, Youth & Teen, Adults & Seniors

Gym Rentals – shared facilities with open middle schools

The City of Mountain View has two great gymnasium facilities that are available for rent Monday-Friday, 5:30 pm to 10:00 pm and 8:30 am to 4:00 pm on weekends. Both gymnasiums are divided into two sides/courts (half gym) or one full gym and are ideal for activities such as basketball or volleyball. The auxiliary rooms are great for many activities including dance and exercise classes.

- Mountain View Sports Pavilion at 1185 Castro St, 1.9 miles from Community Center
- Whisman Sports Center at 1500 Middlefield Rd, 1.4 miles from Community Center

Senior Center, 266 Escuela Avenue, .7 miles from Community Center

Game Room -- Billiards tables, table tennis, puzzles and more!

Classes & Workshops -- Classes include exercise, arts & crafts, dance, music and enrichment! Also, sign up for free workshops on various topics.

Special Events -- Special events year-round for all to enjoy including a Summer Picnic and Holiday Gala!

Exercise Room -- Equipped with treadmills, elliptical trainers, free weights, stationary bikes and more!

Social Services -- Blood pressure and Alzheimer's screenings, legal assistance and health insurance counseling are offered.

Travel Program -- Expand horizons with trips both locally and further afield.

Mountain View Center for the Performing Arts, 500 Castro Street 1.9 miles from the Community Center. <http://www.ci.mtnview.ca.us/mvcpa/mvcpa.html>

Intelligently designed with state-of-the-art technology, the Center is perfectly suited for its stated goal--to host a comprehensive performing arts program for a culturally diverse community.

Historic Adobe Building, 157 Moffett Boulevard 1.5 miles from Community Center

The restored Adobe Building maintains its rustic charm while offering modern conveniences and is available for a variety of events ranging from weddings to corporate.

The Rengstorff House and gardens in Shoreline Park are available for rental daily except during our public hours, (Sunday, Tuesday and Wednesday, 11 am to 5 pm). Included in the rental fee is the use of the entire first floor of this historic Victorian home. The maximum capacity of the house using only the indoor areas is 49 people. Using both the indoor and outdoor areas, the house and grounds can accommodate up to 150 guests and is wheelchair-accessible. The gracious dining room and three lovely parlors, all decorated with classic period décor, open up to brick patios surrounded by manicured lawns, blooming flowers and natural areas.

Menlo Park

Burgess Park, 700 Alma St

Originally a part of the Dibble Hospital Facilities and purchased in 1948, Burgess Park is one of the first City-owned recreation areas in Menlo Park.

Arrillaga Family Recreation Center, adjacent to Burgess Park

The picturesque Arrillaga Recreation Center offers room rentals for both residents and non-residents. This center, complete with full kitchen and ample parking, presents a relaxing setting and is surrounded by a park. Arrillaga Family Recreation Center offers seven rooms for rent of various sizes (680 square feet to 2,378 square feet) including 2 dance studios to accommodate a variety of activities from weddings to birthdays and even corporate events.

Arrillaga Family Gymnasium, adjacent to Burgess Park

Facilities include basketball, volleyball, and badminton courts for drop-in, youth, and adult leagues. The gym is rented 6 mornings per week for health and fitness classes.

Arrillaga Family Gymnastics Center, adjacent to Burgess Park

10,000 sq ft gymnastics room, multipurpose room and exercise room. Menlo Park Gymnastics currently has a girl's competitive team, which has been very successful in competition. The new facility has the space and equipment to develop a boy's competitive program and gives the City the ability to host competitions and demonstrations. Future program plans include classes in Rhythmic Gymnastics, Circus skills and cheerleading. In addition to the developmental gymnastics equipment, the new gym has an 1800 sq ft pre-school area with an adjacent toddler restroom.

Onetta Harris Community Center, 100 Terminal Ave by the Belle Haven Pool, 3.6 miles from Burgess Park

The OHCC offers rentals for Menlo Park residents and non-residents. The center features a multi-purpose room, kitchen, gymnasium, computer lab, fitness center, conference room, pre-school room, and two classrooms. Additionally, the OHCC is home to various City of Menlo Park programs and special events which have included, Multi-Cultural Days, Teen Dances, Camp OHCC, Game Nights, Career Fairs, Holiday Celebrations, Community Classes, and Meetings.

Senior Center

The Menlo Park Senior Center is located at 100 Terminal Ave, next to the Belle Haven Pool, Onetta Harris Community Center, Beechwood School, and the newly renovated Kelly Park. The Senior Center offers rentals for Menlo Park residents and non-residents. The center features a Lobby, Ballroom, Community Room, Imagination Room, Computer Lab, and Poolside Patio. Additionally, the Senior Center is home to various programs and special events which have included Luncheons, Receptions, BBQs, Picnics, and Fiestas.

Teen Services

Menlo Park Community Services Department has programs geared for teens. All programs are set up so teens will be with others of the same age and same grade. We offer a series of programs focusing on everything from sports and adventure, to education and career development.

E. Websites

Cubberley Community Advisory Committee

http://www.cityofpaloalto.org/gov/agendas/cubberley_community_advisory_committee.asp

Cubberley Community Center Background Information

<http://www.cityofpaloalto.org/civicax/filebank/documents/29755>

Cubberley Master Plan

<http://www.city.palo-alto.ca.us/civicax/filebank/documents/30937>

Palo Alto Fields Advisory Committee Final Report - December 5, 2002

<http://www.cityofpaloalto.org/civicax/filebank/documents/31552>

Sunnyvale Community Centers

<http://sunnyvale.ca.gov/Departments/CommunityServices/CommunityCenters.aspx>

Cupertino Community Center

<http://www.cupertino.org/index.aspx?page=178>

Saratoga Community Center

http://www.saratoga.ca.us/cityhall/rec/facility_and_park_reservations/facilities/cscenter.asp

Mountain View Community Center

http://www.ci.mtnview.ca.us/city_hall/comm_services/recreation_programs_and_services/facilities_and_reservations/reservations.asp

Menlo Park Community Center

http://www.menlopark.org/departments/dep_comservices.html

Cubberley Community Advisory Committee Report



education



child care



dance



seniors



softball

Volume 2

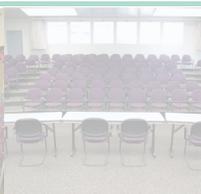
Facilities Subcommittee Report



culture



b'ball



art



meetings



music



theater

soccer

35 acres.

The last large piece of publicly owned land in Palo Alto.

What will its future be?

CUBBERLEY COMMUNITY ADVISORY COMMITTEE

FACILITIES SUBCOMMITTEE REPORT

March 2013

Jerry August, Brian Carilli, Penny Ellson, Jennifer Hetterly, Jim Schmidt

CCAC

Facilities Subcommittee Report

Executive Summary

Local demands of a growing population for both public school and community services, coupled with a shrinking supply of available large parcels for public facilities development and Cubberley's prime, easily accessible location in the core of Palo Alto, make competing local interests in Cubberley particularly acute. Facing enrollment projections that exceed currently planned high school capacity as early as 2020, PAUSD would like flexibility to use the full 35-acre site for school use. The City currently uses the whole facility for a valued, vibrant and irreplaceable community center. Like the PAUSD, the City anticipates increasing demand for its programming. Identifying a cost effective solution that enables both agencies to serve their overlapping constituencies using this prime site with greater efficiency is a key objective of this report.

All of those demands for Cubberley cannot be met in its "as-is" condition. Given the location of each agency's currently owned parcel, neither could meet its service needs on its designated acreage without substantial redesign and construction. Furthermore, the 57 year-old facility is run down and energy inefficient, and its current layout wastes valuable space and is neither designed for, nor well suited to, modern school or community programming.

The ideal timelines for action on Cubberley differ for the District and the City. Given uncertainty about school enrollment projections and what school programming might look like in 10, 20, or 30 years, PAUSD's independent interests would be served by preserving Cubberley "as-is" at the City's expense, until whenever they are ready to use it. However, huge unmet infrastructure needs create pressure for the City to decide *now* about investments in Cubberley services. Without certainty about how long such services can remain on the full site, or on the site at all, and with mounting maintenance and operating costs, it is hard to justify continued investment in the aged Cubberley facility. The heavily used community center services will be increasingly difficult and expensive to relocate over time and the benefits of Cubberley's prime location cannot be duplicated. (See Facilities Subcommittee Report, pp. 5-7, 12). All of these factors contribute to an urgent need for certainty and near-term planning on the City's part.

High quality school and community programs/services are both critical to the vitality and prosperity of the Palo Alto community. So the Facilities Subcommittee sought to answer two questions:

- . Can a more efficient site design create adequate space for a community center and a high school with comparable building space to Gunn and Palo Alto High?
2. Can phased development address the demands of divergent timelines to the benefit of the Palo Alto Community?

The answer to both is “yes.”

Redesign Can Accommodate Both School And Community Needs



The Last 35 Acres

If each agency keeps its current parcel in the “as-is” configuration, the District will have to build new classrooms and tennis courts and invest in other renovations (including seismic upgrades, removal of hazardous material, etc.) to put Cubberley on equal footing with Gunn and Palo Alto High Schools. The City will have to address the loss of field, gym, theater and auditorium space as well as parking. So rather than considering existing facilities through the lens of current ownership, the Facilities Subcommittee focused on site usage strictly from the perspective of space and type of facility – not getting into detail about who gets what and where. That analysis revealed significant inefficiencies in the design of buildings, circulation, site areas (landscaping and outdoor courtyards and utilities), and parking.

Cubberley currently provides about 175,000 net square feet of 1950’s-era buildings on 4 acres – only 11% of the site, but spread out in such a way that the footprint monopolizes a much larger area (over 9 acres) and precludes more functional use of the spaces between and around the buildings. The necessary circulation areas to support that building configuration consist of covered walkways that require significant and ongoing roofing costs, reduce natural light into the buildings and create a foreboding tunnel effect. Site areas are largely comprised of narrow strips, isolated between buildings, an amphitheater and single function perimeter landscaping. On-grade parking consumes 5.5 acres of land for about 735 spaces and fails to maximize opportunities to put buildings where they will have the least visual impact on surrounding neighborhoods. (See Facilities Subcommittee Report pp. 7-9 and Appendix B).

Taking the process a step further, the Subcommittee determined that moving parking below grade, improving circulation, and reconfiguring site areas to provide more useful gathering spaces could yield 9.4 acres (400,000 square feet) of recaptured space at Cubberley without sacrificing building square footage or playing field capacity and without adding multi-story buildings. 9.4 acres is comparable in size to six football fields or more than 300,000 net square feet of single story buildings.

With redesign of the Cubberley site, over 475,000 square feet could be available for single story buildings: 300,000+ square feet (from the 9.4 recaptured acres) + 175,000 square feet (set aside to offset the “as-is” building square footage) = 475,000 square feet. By comparison, the estimated building footprints at Gunn and Palo Alto High Schools are 231,000 and 269,000 square feet, respectively. If not needed for buildings, extra square footage could be assigned to additional sports facilities, site or circulation areas, or parking. If the community supports multi-story buildings, even more opportunities could be created. (See Facilities Subcommittee Report pp. 9-12).

Cubberley presents a unique opportunity to employ modern building practices to maximize use of space and potential for capturing synergies of shared use. The Cubberley site may be smaller than the other two high school sites, but its potential to carry an equal or better school facility *along with* a community center could deliver unparalleled community benefits.

Planning for Phased Development Will Benefit PAUSD, the City and the Palo Alto Community

Facilities development naturally follows a phased process. Programming decisions must be made to drive design, and design, bidding, and permitting must precede construction. Before demolition begins, facilities must be vacated. Whenever the School District decides to move back in, (the CCAC School Needs Subcommittee thinks this is an inevitability), community programs/services will have to be consolidated into a much smaller footprint. Planning for redevelopment of City facilities now could avoid a sizeable and lengthy gap in services, allowing tenants to transition in and out of different Cubberley facilities as construction progresses. If no planning is done until PAUSD is able to decide to move forward with design of a new high school, time will be short. The benefits of transitioning will be lost. And the pressure to get students into seats may preclude concerted efforts to identify and exploit potential efficiencies and compatibilities of use. Both agencies will have to scrape and build as quickly as possible.

Both PAUSD and the City have a strong interest in what the other does with its respective acreage. The CCAC strongly recommends that they start planning together now for the entire site. Ideally that planning process would identify opportunities for joint use of programmed facilities on a time-separated basis (see Facilities Subcommittee Report pp. 14-15). But even if timelines for programming decisions cannot be aligned, cooperative planning efforts can result in a phased development plan that would serve shared interests in non-programmed facilities in the near term and maximize flexibility for future joint use in the long term.

If they start planning together now, PAUSD and the City could jointly create a phased development plan that would:

- Identify a location on the site for a community center that will preserve the most flexibility for future school design;
- Engender commitments to design flexible programming spaces that can be devoted strategically and alternately for future school use and community use as needed;
- Provide for distinct construction phases that can roll out over time: Phase I – community center, Phase II – potential joint use facilities (once compatible uses are agreed upon), Phase III – high school; and
- Provide taxpayers with a clearly defined long-term vision to explain and support sequential fund raising initiatives.

In addition, such a plan could realize significant ongoing efficiencies for both agencies by:

- Incorporating plans for traffic and safety operations that will ultimately support all uses; and
- Including mechanical, operational and parking facilities that will ultimately support all uses.

Conclusion

Joint planning for the co-location of school and community uses on the Cubberley site offers an unparalleled opportunity to meet the shared needs of the future to the great benefit of the Palo Alto community. Redesign can create ample space for both school and community use. Phased planning can serve the City's immediate need for certainty of a future home for community services while maintaining maximum flexibility for future school design and potential joint use. Without co-location, the need to purchase new land (if it is available at all) for community center services adds exorbitant costs to the equation. Without cooperative planning, the opportunity is lost to meet school and community programming needs in a flexible way and to realize efficiencies in design, construction, use and operations. Likewise, without cooperative planning, excessive maintenance and operations costs may needlessly continue until the aged facilities are replaced. Both agencies, and the taxpayers of Palo Alto stand to benefit from cooperative planning now for future shared use of the Cubberley site. If the City, the PAUSD, and the community can rise to the challenge of engaging in concerted planning now, Palo Alto can have the best of both worlds.

TABLE OF CONTENTS

Executive Summary	i
Introduction	1
Background – The Cubberley Property	2
Defining the Problem Set	3
Growing and Changing Community and School Needs	3
Budgets: Money Matters	5
Budgets: Opportunity Costs	6
Considering Our Options: Analysis of Cubberley Land Use	7
Existing Use	7
Potential Use	9
Redevelopment Challenges/Opportunities	12
Conclusion	12
General and Specific Recommendations	13
Appendices	
A. How We Studied the Issues	17
B. Methodology for Site Analysis	18
C. Problem Statement	20
D. Working Paper – Needs for Facilities	22

Our Last 35 Acres: Planning to Maximize Cubberley's Potential

"I was seldom able to see an opportunity until it had ceased to be one." ~Mark Twain

INTRODUCTION

The 35-acre Cubberley site is Palo Alto's last large, publicly owned parcel with potential for facilities redevelopment. This ideally located site is easily accessible from schools and neighborhoods by walking, bicycling, and transit. Its valued current use offers a rich array of programs and services to residents of all ages as a community center and playing fields used by up to 600,000 visitors per year. The heavily used community facilities will be difficult and expensive to replace when the Palo Alto Unified School District (PAUSD or the District) reclaims Cubberley for school use as planned. This problem grows more acute as each year new development fills limited Palo Alto parcels that might be used for community facility and playing field replacement.

The Facilities Subcommittee recognizes PAUSD's uncertainty about the "enrollment rollercoaster" and high school facility/programming needs fifteen or twenty years from now. These uncertainties present challenges that must be addressed by any facilities plan. Likewise, with anticipated population growth and demographic shifts, City of Palo Alto (CPA or the City) community service needs are also projected to increase and change. The City is already grappling with a shortage of playing field space in addition to uncertainty about future needs of an aging populace.

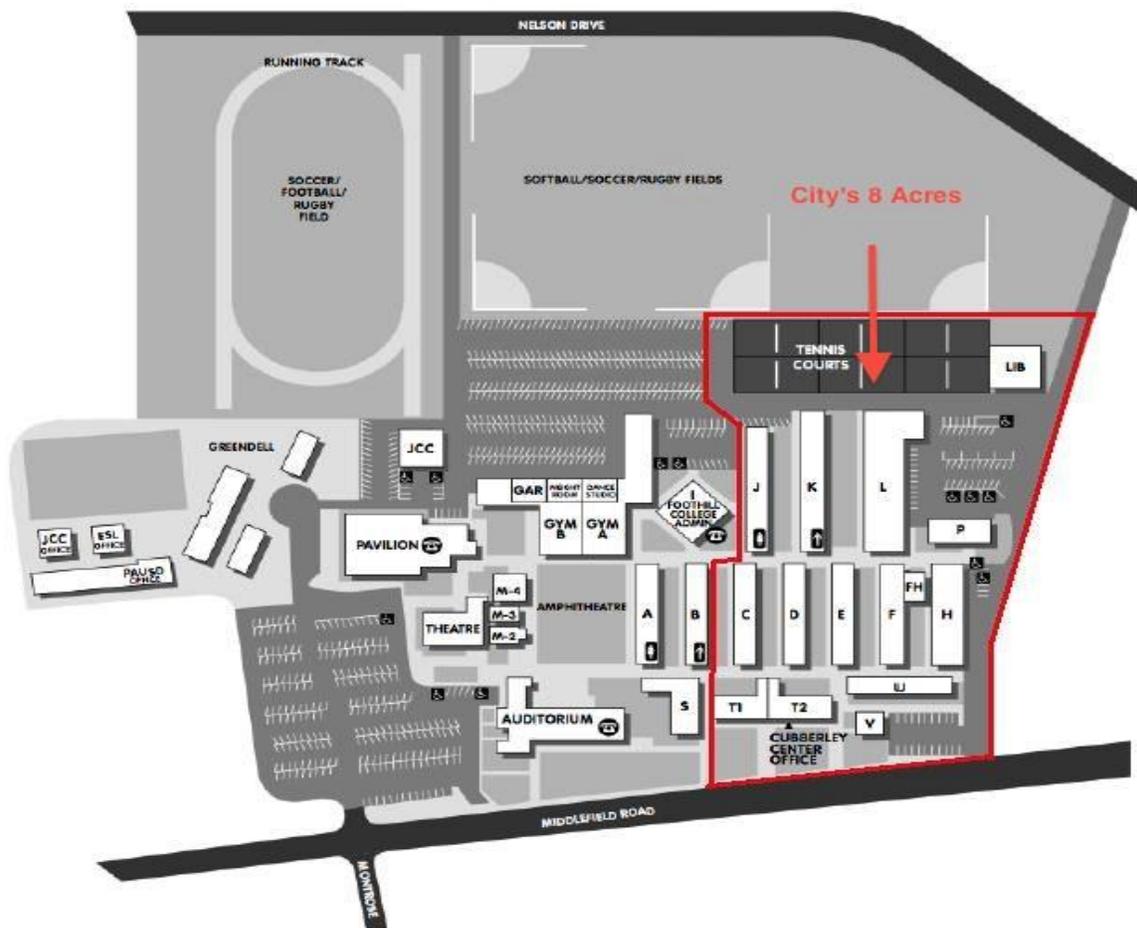
In addition, significant expenditures related to deferred maintenance on the aging facility that must be addressed in the next five to ten years add complexity to the Cubberley problem set.

Both agencies are faced with population growth and budget challenges. The City and PAUSD urgently need to collaborate now to identify the best use of this last 35 acres and its aging facilities -- to create a plan to cost efficiently meet the future needs of Palo Alto residents served by both agencies with the quality and scope of services the community expects.

This report describes the current site, defines the problem set posed by competing and complementary District and CPA needs and analyzes current and potential facilities usage on the site. Our analysis, along with that of the other CCAC Subcommittees, leads us to the firm and clear conclusion that co-location of a school and a community center on the 35-acre site is both feasible and desirable. The next five years present a singular opportunity to develop a flexible plan for phased development to meet the vital needs of the Palo Alto community.

BACKGROUND – THE CUBBERLEY PROPERTY

The City of Palo Alto currently owns 8 acres of the 35-acre Cubberley facility, located in the northeast corner of the site. The city's acreage contains most of the campus' classroom space, art and dance studios, some parking, a portable building used by Friends of the Palo Alto Library (FOPAL), and the tennis courts. PAUSD owns the remaining 27 acres, including the playing fields, a dance studio, weight room, gymnasiums and pavilion, multi-purpose auditorium and theater with music rooms, three wings of classrooms, a portable building used by FOPAL, and most of the parking areas. PAUSD's 27 acres is currently leased to the City for approximately \$7 million per year (including Covenant Not to Develop) plus all maintenance costs, expenses which are supported by the City's General Fund.



Quality of Facility and Maintenance Expense

Most of the buildings and other facilities at the Cubberley site were completed by 1955. Some additional buildings (Pavilion, Theater, and others) were added in the early 1960's

along with a new artificial turf field in 2009. The site was built to then-existing school standards. While the structures have stood up well given their age, they have become increasingly run-down and expensive to maintain and were not designed to support current and future needs.

The Cubberley site is inefficiently used by modern standards. Existing buildings are single story, per the 1950's model of Palo Alto school architecture. The building layout results in long distances between buildings through low, covered walkways that give a foreboding tunnel effect, block natural light and require costly repair and replacement. Single pane windows, poor insulation and louvers contribute to high energy costs. Air conditioning is not provided throughout most of the site, heating is ineffective and aged wiring does not adequately support today's technological needs. The small, largely uniform, individual classroom design also limits the types of groups and activities that can be accommodated and fails to provide appropriate gathering spaces for modern school or community use.

In addition to being inefficiently designed and poorly suited to the structural needs of modern school and community programming, the aged site is costly to maintain. According to the recent Infrastructure Blue Ribbon Commission (IBRC) report, current, ongoing maintenance requires a minimum annual expenditure of \$330,000 (optimal maintenance should be closer to \$800,000 per year). On top of that, the IBRC concluded that an additional \$10.2 million in major deferred maintenance would be required between now and 2016, followed by \$4.9 million before 2026 and another \$3.7 million by 2036.

DEFINING THE PROBLEM SET

Growing & Changing Community and School Needs

City Services & Programs Needs

Population growth translates into more users of all ages. Demographic shifts toward an aging and more ethnically diverse population will require suitable programming for the specialized needs of those growing cohorts. The combination of growth and demographic changes demand both quantitative and qualitative adjustments to the community services offered in Palo Alto. Such a large undertaking requires concerted study, advance planning and significant investment.

Currently, CPA uses the entire Cubberley site for community services, both its own 8-acre portion and the 27 acres it leases from PAUSD. The Community Needs Subcommittee, together with staff's recent survey of current tenants, has provided an overview of existing programs and services at Cubberley. Present programming has been shaped by the existing Cubberley Master Plan (as amended 1996) — which appears to have been successful in achieving a key aim, creating clusters of related arts and service groups that subsequently formed communities who share resources and information, creating synergies that benefit the whole community. Recently, CPA staff

points out, these micro communities have been identified as a “developmental asset,” resources where users connect to find supportive and strengthening community.

In addition, a November 2006 white paper (outcomes of work of a community task force, written by Richard James, CPA Community Services and Lisa Hendrickson, Avenidas) on “*The Impact of the Aging Baby Boom Population on Palo Alto’s Social and Community Services*” projects that between 2000 and 2030, Palo Alto’s older adult population (age 55 and up) could more than double to over 36,000 (p.7.) Further, a survey of local Boomers indicated that 80% intend to stay in Palo Alto when they retire. These are indicators of important changes that require rethinking the city’s community service offerings.

The white paper provides a “surface exploration” of lifestyle issues and broad recommendations for service needs related to the city’s aging population, including: education, recreation, health, fitness, leisure, volunteer opportunities, and social services. The report recommended expansion of opportunities and facilities for recreation related activities for “all levels of fitness, age and disabilities.”

What is not clear from any existing resources is specifically how Cubberley fits into a larger picture of citywide available services -- accommodating service needs now and in the future. This is important because *a key problem for facilities planning is that it must be driven by programming* — and programming needs have not been well defined.

Facilities are places where programs and services occur. Program/service needs should drive the requirement for facilities. The City’s Comprehensive Plan and its amendments provide a broad vision and policy framework to guide both current and future services. (See Appendix D, pp. 22-24). The capability to provide those services at Cubberley is necessarily somewhat limited by its existing and available facilities. A Community Services Background Report (7/21/09) was prepared with intention to amend a portion of the Comprehensive Plan. The Report covers all of Palo Alto, not just the Cubberley Community Center. Needs prominently identified were: playing fields, gym space, childcare capacity, response to the unique needs of the aging Baby Boomer generation, and improved cost-recovery strategies to reduce the draw on CPA’s General Fund.

However, this vision and policy framework is not specific enough to inform a facility design program. Whether the city builds at Cubberley or some other location, a comprehensive assessment and forecast of community service supply and demand is needed so programs can be well-designed and prioritized to meet specific community needs in a flexible way.

Such a study was done to inform the building program for the new senior center in Sunnyvale (10/2/12 interview with Manuel Gerard, Recreation Supervisor, City of Sunnyvale). The study provided the data necessary to develop a facility program that precisely fit into the Sunnyvale citywide fabric of community services — and resulted in a building design that is uniquely suited to that city’s senior users and their changing needs. This type of comprehensive needs and existing facilities assessment would similarly provide the information the City of Palo Alto needs to inform community service facility program decisions at Cubberley and elsewhere.

School Needs

The PAUSD Board of Education (BOE) has expressed uncertainty about whether the District would scrape the current Cubberley buildings and completely rebuild in the future (9/12/2012 BOE meeting). They would like all buildings to have maximum flexibility for the future; most newly built school buildings must comply with the then current requirements of the Division of the State Architect (DSA), the Field Act, and other California laws. Superintendent Kevin Skelly has stated that he believes the existing Cubberley facilities “have some life left in them” for school use. In the near term, the PAUSD is not using Cubberley except for its lease revenue stream and would like to renew the lease for an additional five-year period when it expires on December 31, 2014. In the long term, the District wishes to preserve its option to reopen Cubberley for a future school or schools.

In a BOE Study Session Report on February 28, 2012, PAUSD staff reported that the Strong Schools Bond program will build capacity for 2,300 students at each existing high school. The straight-line high school enrollment projection shows this capacity adequate through 2020. This expectation is based on projected student enrollment average annual growth of 2%.

The School Needs Committee correctly points out that Palo Alto demographic projections are highly uncertain, as they are affected by economic expansion/recession, ABAG housing recommendations, and other significant factors that cannot be projected beyond 3-5 years. It is highly likely a new high school may be needed much later than 2020. The district, in some discussions, has suggested that may be as far out as 2030 or 2040. In any case, their dependence on Cubberley lease revenues and the significant costs of opening a third high school are strong incentives to postpone reclaiming the site.

Gunn and Palo Alto High Schools have 49.7 and 44.2-acre sites, respectively, primarily built with single-story buildings, while PAUSD owns only 27 acres at the Cubberley site. The quantity, quality, and type of future educational and ancillary services needs are undefined at present. Likewise the space needs and design are undefined. Hence, at this time, the future needs, and future facilities required to support those needs, are here guessed at by using experience at existing PAUSD high schools -- i.e., similar to those at Palo Alto and Gunn High Schools.

Finally, it is important to remember that building to DSA requirements will be necessary for any shared use facilities and this may impact building costs.

Budgets: Money Matters

Both PAUSD and the City have significant budget constraints. PAUSD has stated its present need for a continued revenue stream from the City for the Cubberley lease and Covenant (currently \$7 million per year, 4.4% of the district’s \$159 million operating budget). PAUSD passed a parcel tax in 2010 that supports its strained operating budget. Secondary school construction funds under the current PAUSD Strong Schools bond measure have been spent or encumbered, so they cannot be used for Cubberley.

The City struggles to close budget gaps year after year and to control a looming projected structural deficit. With limited opportunities for raising new revenues and a flattening Utilities Users Tax, funding for Cubberley is a concern. The City's budget does not yet include funding for a "Cubberley solution." The planned departure of the Foothill College, the center's longest term and largest tenant has further pressed the City toward more careful study of its options at Cubberley.

The IBRC identified a citywide backlog of deferred maintenance projects on the order of \$40 million ("catch-up"), including \$18.8 million in deferred maintenance that must be made at Cubberley. Of the Cubberley expenditures, according to the CCAC Finance Subcommittee, "\$8.43 million is on City Buildings and \$10.4 is on School District buildings. This would cover infrastructure improvements which would extend the life of the buildings for 25 years but most of this would need to be accomplished within 10 years."

Investing in these infrastructure improvements might be justifiable if the city were certain it could retain use of the facility and amortize the costs over 25 years, but it is quite possible PAUSD will need to reclaim the site earlier. If they rebuild on the site, then those CPA investments would be lost.

Budgets: Opportunity Costs

As previously explained, PAUSD has said they would like the entire 35 Cubberley acres preserved for PAUSD's future exclusive use. This option would provide maximum flexibility to the school district and on its face might appear to be the least costly solution for the District. A closer look reveals significant costs to the community of that strategy that have not fully been studied.

Whenever the District reclaims its 27 acres, the City will still have to rebuild or relocate to accommodate community service needs. Without a plan for relocation, a gap in service could result that might cause dissolution of existing sports leagues and other programs currently housed at Cubberley.

Purchasing new real estate for community services in alternate locations is already cost prohibitive. Finding another large parcel with similar bicycle, pedestrian, and transit connectivity is unlikely. Moreover, alternate site options for community facility and fields development diminish over time as community needs compete with the housing pressures of population growth and ABAG requirements. Purchasing and developing land for replacement fields and facilities is an extremely large unknown future cost. The longer we wait, the more options we lose.

Preserving the entire site for PAUSD via the lease agreement forces the city to keep services and programs there and ties up CPA money, preventing the city from exploring and exploiting potentially better and more cost effective site and facility options. Further, funds expended to maintain the status quo at Cubberley will no longer be available for future community center development.

Equally important are the additional unknown costs to the community of renovating Cubberley (already a 57 year-old facility) for PAUSD use. As a point of reference, \$76

million is budgeted at Gunn and \$101.5 million at Palo Alto High for Strong Schools Bond projects that are underway (per Bob Golton 1/24/13).

To summarize, preserving Cubberley “as is” for PAUSD would allow continued city community center use for a possible 10-15 years. It would provide short-term revenues for PAUSD and would allow for the opening of a future comprehensive high school at Cubberley in a 70-year old facility. However, it also would cost the community \$2.21 million in annual operating expenses, \$330,000 - \$800,000 in annual maintenance, as much as \$18.8 million in deferred maintenance, and unknown amounts for renovating the existing structures for eventual school use. Once renovations begin, playing fields will be closed for most public use and Cubberley services and programs will be displaced.

In Palo Alto, both the City and the School District serve, and are funded by, largely the same community. Therefore, decisions about the use of public land should be guided by the needs of our whole community for sufficient high quality schools *and* high quality community services.

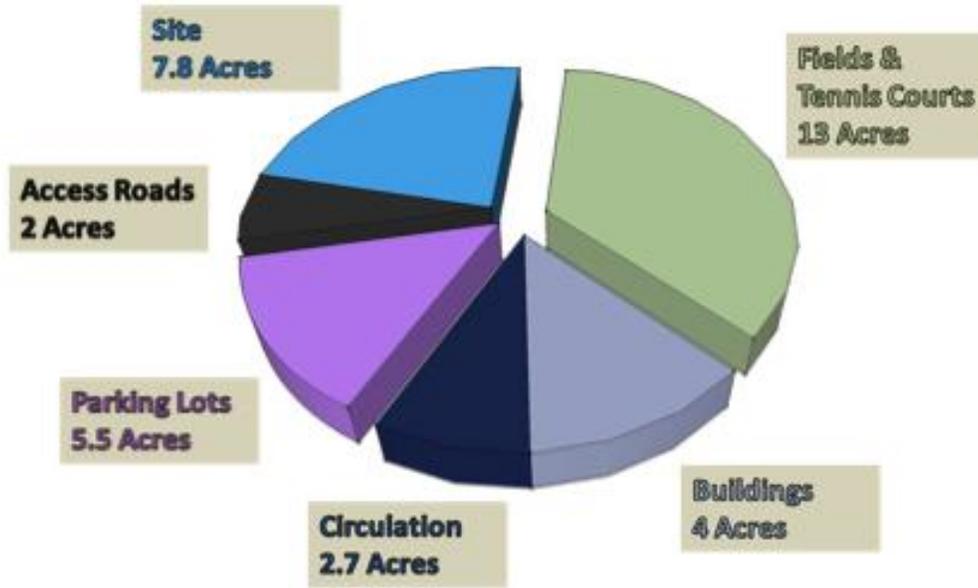
Saving Cubberley’s 35 acres for PAUSD’s future exclusive use is a very expensive proposition for the community both in terms of financing and opportunity costs. This raised the questions, “Does PAUSD really need the entire site? Is there room on the 35-acres for community services, playing fields, and a comprehensive high school?”

CONSIDERING OUR OPTIONS: ANALYSIS OF CUBBERLEY LAND USE

Existing Use

The Facilities Subcommittee did an analysis of existing Cubberley land use to help answer this question. The Subcommittee started with the assumption that it would not be possible for either the CPA or the PAUSD to meet its service needs on its currently owned parcels without substantial redesign and construction. Furthermore, independent development of each current parcel would result in unnecessary and inefficient duplication of functions such as parking, access roads and maintenance facilities. There is not adequate acreage for duplication of playing fields.

As such, rather than considering existing facilities through the lens of current ownership, the Facilities Subcommittee focused on current site usage strictly from the perspective of space and type of facility – not getting into detail about what lies on whose property.



EXISTING CUBBERLEY LAND USE

Figure 2

The Facilities Subcommittee’s study led to the startling realization that the current 1950s design dedicated *more than half* of the land to site facilities (landscaping, courtyards, and outdoor utilities), access roads and driveways, surface parking lots, and circulation.

Figure 2 shows the overall space utilization for the 35 acres. Existing buildings take up 175,500 sq. ft. (4.0 acres) of space, representing only about 11% of the full 35-acre site, but laid out in such a way that they monopolize a much larger area (over 9 acres) and preclude more functional use of the spaces in and around the buildings. Circulation areas between buildings consist primarily of covered walkways, using another 116,148 sq. ft., (2.7 acres). This represents a use ratio of 60% net building to 40% circulation – almost half of the built out space on the 35 acres is dedicated to covered walkways that require significant and ongoing roofing costs and reduce natural light into the buildings.

Site areas (landscaping, outdoor courtyards, and outdoor utilities) are largely comprised of narrow strips of grass isolated between buildings, an amphitheater and single use perimeter landscaping. The “Site” areas take up 426,897 sq. ft. (7.8 acres).

Remaining outdoor space consists of outdoor athletic facilities and on-grade parking lots. 566,280 sq. ft. (13 acres) of the site is dedicated to a football field and track, large

playing fields for softball, soccer, etc. and 6 tennis courts. Approximately 735 on-grade parking spaces, consume 239,755 sq. ft. (5.5 acres) -- the equivalent of 48, 5000 square foot parcels and more than all the buildings combined.

Potential Use

Taking the process a step further, the Subcommittee considered how a redesigned facility might preserve space for a high school with the same or larger building square footage as the existing Cubberley facility and accommodate a community center. The land could be used more efficiently—moving parking below grade, improving circulation and reconfiguring site areas to provide more useful outdoor gathering spaces.



Figure 3

Even under conservative estimates, those changes alone would yield 9.4 acres of land for repurposing without sacrificing building square footage or playing field capacity, and without using multi-story classrooms. The recaptured 9.4 acres could be used any number of ways. In order to give a sense of how big 9.4 acres is, some size comparisons are listed in Figure 4 below.

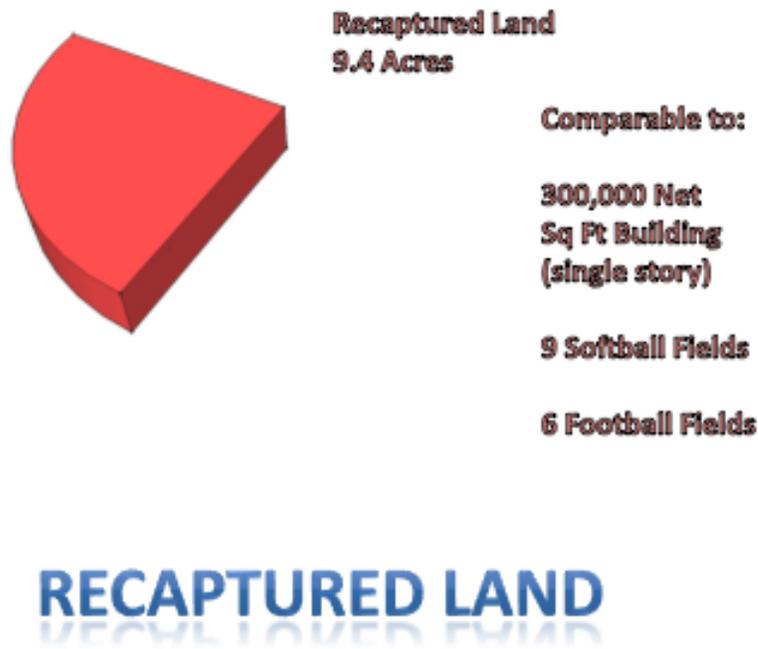
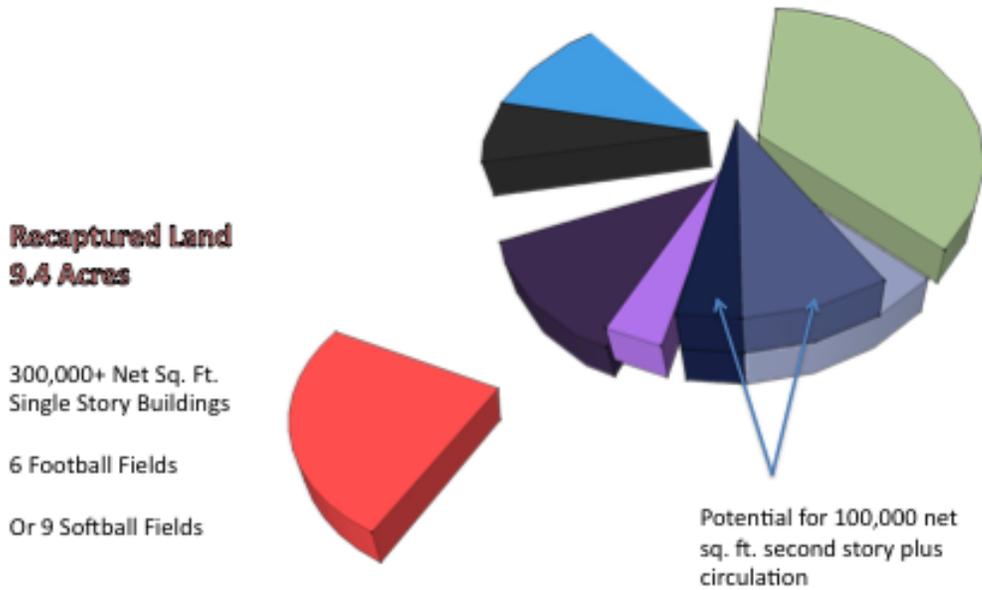


Figure 4

If the community supports it, a stepped-back second story could be added to new buildings, easily providing an *additional* 100,000 square feet of indoor space, **not** counting potential use of that recaptured 9.4 acres (Figure 5).

The District does not have precise estimates of the net building square footage at either Gunn or Palo Alto High Schools, but using the same methodology applied in the “existing use” analysis above, the Facilities Subcommittee estimated approximate building footprints of 231,000 square feet and 269,000 square feet, respectively. PAUSD reviewed these numbers and confirmed that this estimate of the high schools’ square footage was consistent with the District’s 2007 Master Plan (per email exchange between Brian Carilli, CCAC, and Ron Smith, Facilities Manager, PAUSD, 12/18/12).

With redesign of the Cubberley site, over 475,000 square feet could be available for single story buildings: 300,000+ square feet (from the 9.4 recaptured acres) + 175,000 square feet (set aside to offset the “as-is” building square footage) = 475,000+ square feet. Modern, more efficient use of building space could provide more than enough square footage to support high school buildings comparable in size to either Gunn or Paly in addition to community center buildings with square footage comparable to the existing Cubberley structures.



All of this is possible while maintaining all current fields and possibly adding over 100,000 net sq. ft. as a second story.

Figure 5

The subcommittee is not suggesting that all of the available recaptured space should be used for buildings. Extra square footage could be assigned to other needed uses, for example: site or circulation areas, playing fields or parking. Further, if the redesign includes any second story buildings, that square footage would provide additional building space or more on-grade acreage for alternative use.

To summarize, none of the three existing sites with potential for future high school use has been fully built to modern standards. Cubberley presents a unique opportunity to employ modern building practices to maximize use of space and potential for capturing synergies of shared use. The site may be smaller than the other two high school sites, but its potential to carry an equal or better school facility with a community center and playing fields could deliver unparalleled community benefits.

Conclusion: Through redesign and construction, PAUSD and CPA could coexist on the site, each enjoying significantly more functional capacity, and possibly benefit from synergies of sharing some facilities if other logistical and budget problems could be sorted out.

Redevelopment Challenges/Opportunities

CPA's budget constraints create an urgent need for certainty about the future use of the site in order to justify investment in either deferred maintenance or redevelopment of the aging facility. That near-term need seemed incompatible with PAUSD's timeline until we considered that it also presents a singular opportunity for both agencies.

The likely reclamation of the District's 27 acres, currently used for community services, creates an urgency for the City to begin planning for consolidation of services into a much smaller footprint – a goal that cannot be accommodated within the “as-is” structure of the facility. Moreover, the population growth that drives the District's “enrollment rollercoaster” also weighs heavily on the City's ability to meet future community service needs.

A course that fails to plan for and provide adequate facilities for both schools and service needs is both short sighted and inappropriate. While it may be tempting to postpone decisions and maintain the status quo until the District is ready to break ground for a new high school, *such a policy choice sacrifices community needs for short-term financial gain of one agency.*

Instead of investing indefinitely in preserving Cubberley's outdated, inefficient, costly and run down facilities, the School Board and City Council could invest in reconfiguring the site to accommodate both a high school and a community center, creating a facility designed to complement district programs and reflect the goals of an “asset-building” community.

The forward-thinking design of this facility could also provide *flexibility* to weather future bumps and dips in population and enrollment cycles, with space devoted strategically and alternately for school use and community use as needed.

The Facilities Subcommittee has concluded that there is ample space to optimize this prime public land for use by the whole community. Our analysis demonstrates that the 35-acre site can accommodate 9-12 education and community services needs, with or without multi-story classrooms.

CONCLUSION

Co-location of school and community services on the Cubberley site offers an unparalleled opportunity to meet the shared needs of the future. Obviously, new design and construction will require a significant investment by both the City and the PAUSD, but that will be true no matter where or when it is built. Without co-location, the need to purchase *new land* (if it is available at all) for community center services and programs adds exorbitant additional costs to the equation. Concerted planning in the near term can reduce the additional, significant opportunity costs associated with delay.

With cooperative planning and mutual commitment, the City and School District can meet school and community service needs, improve PAUSD and CPA flexibility to

respond to future variations in the “enrollment roller coaster” and maximize potential synergies with greater capacity and potential for more flexible and possible shared use. Both agencies, and the taxpayers of Palo Alto, stand to benefit from financial, programmatic and operational efficiencies by planning now for future shared use of the Cubberley site.

Based on the work of the CCAC, we strongly believe that co-location of school and community services on the 35 acre site is not only possible, but also critical to the future vitality of the Palo Alto community. Concerted, cooperative planning must begin now. The opportunity costs of failure to act soon are unacceptable.

General & Specific Recommendations:

1). Co-location and/or Shared Use

The Facilities Subcommittee strongly supports the unanimous recommendation of the CCAC that the entire Cubberley site should become a joint/shared City/PAUSD use facility. Some detailed suggestions for shared use are outlined below.

This is preferable to the next best alternative for the City – to develop a new community center on its existing 8 acres, by itself.

2). Lease Extension

The Facilities Subcommittee recommends that CPA and PAUSD extend a renegotiated lease (whether it should be 5- or 10-years is still being discussed) with the following changes:

- The current Covenant Not to Develop should be removed from the lease extension.
- A Memorandum of Understanding (MOU) should be completed in the first year (with a provision built in for creation of a Building Program Planning Committee (BPPC) comprised of:
 - Program specialists
 - Facility consultants
 - End users
 - Financial advisors
 - Maintenance personnel
 - Community representatives
 - Management representatives

The MOU should provide the BPPC’s tasks and timelines for community needs assessment and facility planning and a preliminary traffic study, both of which should be completed in the first five years.

3). Needs Assessment

The Subcommittee strongly recommends a comprehensive needs assessment because a key problem for facilities planning is that it must be driven by programming—and programming needs have not been well defined.

4). Opportunities for Possible Shared Use

Possible Shared Use

Each entity will need facilities dedicated to its own use. There is good potential for shared facilities as well, that could result in reduced operating costs and need for construction funds for both CPA and PAUSD. The sharing may be done by time separation (TS--e.g. after school hours, or scheduled public use during school hours), or may be simultaneous (depending on PAUSD security needs for students).

In response to a request of the BOE in their 9/12/2012 meeting, the Facilities Subcommittee suggests the following list of facilities where shared use opportunities might be explored. These are based on existing services/programs in PAUSD high schools and at Cubberley Community Center, along with some possible additional future services/programs directed primarily toward aging Baby Boomers.

- Parking (preferably underground)
- Maintenance yard (joint and adjacent sections)
- Equipment storage and Repair (joint and adjacent sections)
- Supplies delivery area/dock/storage area (joint and adjacent sections)
- Electric power, natural gas, water, fuel, sewage common entry/exit area
- Emergency electric power equipment
- Offices for maintenance and repair staff
- Kitchen
- Dining area (indoor and outdoor)
- Outdoor stadium and track (TS)
- Outdoor playing fields (TS)
- Tennis courts (TS)
- Restrooms for track, fields, courts (TS)
- Gymnasiums (TS)
- Pool and aquatic facility (TS)
- Auditorium (TS)
- Theater (TS)
- Theater rehearsal/makeup/costume rooms (TS)
- Theater set storage, construction rooms (TS)
- Music Recital Room (TS)
- Music Practice Room (for band, orchestra) (TS)
- Dance Studio, if implemented (TS)
- Fine arts and craft spaces, if implemented (TS)
- Radio and television broadcast studios, if implemented (TS)
- Lecture rooms (TS)
- Language learning laboratories (TS)

Some classrooms (TS)
Some audio-visual rooms (TS)

In addition to facilities, some staff might be shared as well, reducing overall operational costs for PAUSD and CPA. Staff that might be shared include:

Custodial
Administrative
Grounds and Maintenance
Information Technology

5). Traffic Safety and Operations

Intensified use of a site with established bicycle, pedestrian, and transit connections to schools and neighborhoods will deliver certain transportation efficiency advantages and will likely also generate impacts of higher volumes. Impacts on the safety and efficient operation of nearby streets that serve the Cubberley site should be carefully studied and mitigated – giving particular attention to designated school commute routes. On- and off-site safety and operations should be key considerations in the planning process.

CUBBERLEY COMMUNITY ADVISORY COMMITTEE

**FACILITIES SUBCOMMITTEE
REPORT**

APPENDICES

How We Studied The Issues

Key elements of the Facilities Subcommittee's review process included the following:

- Tour of the existing Cubberley site (8/28/12 - led by City staff Rob de Geus, Adam Howard and Gonzalo Rozo).
- Tour of comprehensive Sunnyvale Senior Center, located on a shared-use site (10/2/12 - led by Manuel Gerard, Recreation Supervisor, City of Sunnyvale).
- Tour of Stanford's new Y2E2 Engineering Building, featuring over 600,000 square feet of buildings on 8.5 acres (12/12/12 - led by Brian Carilli, Associate Director of Facilities and Planning, Stanford School of Engineering).
- Informally surveyed existing school and community facilities citywide to put Cubberley in context.
- Contributed to development of questions for the Cubberley Community Center Tenant and Long-term Renters Survey.
- A visual "flyover" demonstration providing an overview of the distribution of school and community service inventory across Palo Alto (cityofpaloalto.org/gov/agendas/cubberley_community_advisory_committee.asp).

Materials reviewed by the Subcommittee:

- Cubberley Lease and Covenant Not to Develop.
- Cubberley Master Plan, As Amended 1996.
- City of Palo Alto Comprehensive Plan, including Community Services and Facilities Element and Transportation Element.
- Community Services Background Report, 7/21/09 (intended to amend Community Services and Facilities Element of the Comprehensive Plan).
- Infrastructure Blue Ribbon Commission Report, including Appendix H, *Working Paper on Cubberley Site*, Municipal Services Center/Embarcadero East Corridor Report, and spreadsheet identifying catch-up and keep-up costs at Cubberley FY2012 through FY2036.
- November 2006 White Paper on *The Impact of the Aging Baby Boom Population on Palo Alto's Social and Community Services*" (outcomes of a community task force, written by Richard James, CPA Community Services, and Lisa Hendrickson, Avenidas).
- City of Palo Alto Capital Budget Outlook (presented to CCAC on 8/22/12).
- PAUSD Capital Budget Outlook (presented to CCAC on 8/22/12).
- Board of Education position statements.
- Reports and deliverables of the Community Needs, School Needs, and Finance Subcommittees of the CCAC.
- Field Use Agreement between CPA and PAUSD.
- Thomas H. Sawyer, Facility Design for Health, Fitness, Physical Activity, Recreation and Sports Facility Development (12th ed. 2009), <http://www.sagamorepub.com/files/lookinside/6/pages-facility-pd12th.pdf>.
- Supporting documents prepared and gathered during planning process for Sunnyvale Senior Center.

Methodology for Site Analysis



Existing facilities use was estimated based on extrapolations from an aerial view of the site and currently available data regarding acreage and square footage. The color-coded overlays on the aerial view of Cubberley, above, provide a visual representation of the current site layout by type of use. Note that these are only ballpark estimates. Future planning will require more precise calculations in cooperation with the City and PAUSD facilities departments.

Analysis of the potential efficiencies offered by redesign considered the following:

- Estimated parking allowed 350 square feet per space (800 spaces = 280,000 sf). While we did not present a cost analysis for parking, it should be noted that below grade parking requires substantially less ongoing maintenance than on-grade parking. Future analysis should consider the opportunity to offset increased construction costs for below grade parking with ongoing savings in maintenance costs.

- Building/Circulation totals used a net ratio of 75% net building to 25% circulation as compared to the current 60/40 net use ratio at Cubberley. 75/25 net use is a typical, efficient model for this population.
- Site estimates also reflect a typical, efficient model for the targeted school or community use, including better integration of site and circulation space and landscape areas that are multifunctional.
- Estimates of what could fit on the recaptured 9.4 acres were based on the following:
 - Softball/baseball field = .75-3.0 acres. Size varies by age of user. The Cubberley softball fields currently average just over an acre a piece.
 - Football field = 1.3 acres.
 - 9.4 acres = 409,464 square feet. At 75% efficiency = 307,098 square feet of single story buildings

They are intended to help readers to picture the size of 9.4 acres of space. If the space were actually dedicated to playing fields, capacity would be limited by the shape of the space, buffer zones between fields, drainage features, access areas, etc.

Facilities Subcommittee Problem Statement

Presented to CCAC on 10/3/12

Short Term

1. PAUSD needs revenue that the City is challenged to afford under current budgetary constraints.
2. Significant infrastructure costs have been deferred and will start catching up with us.
3. It is unclear whether we can fill vacancies left by Foothill College (3 years out). If not, red flag re: lost revenue (~ \$1 million).
4. The City needs to start planning in the short term for continuation of services with likelihood of at least some future loss of existing space.
5. Negotiation of a lease and/or covenant in the short term should reflect commitments to current and medium term upkeep and future cooperation.

Overarching Medium and Long Term

1. The District is clear about its desire to reclaim some, and ultimately all, of the Cubberley site for school use, while the City lacks sufficient other real estate to accommodate the services currently provided at Cubberley.
2. The current architectural use of the site is extremely inefficient. The ratio of usable space to circulation space is very poor and to maintain these buildings in the current configuration for whatever use is a great waste of valuable land.
3. Cubberley offers a tremendous opportunity to design visionary programming and facilities that can bring our community together, serving students, families and neighbors for years to come. Delaying or foregoing plans for such a resource carries substantial opportunity costs that should not be underestimated.
4. This is the last sizable space in the city for redevelopment and to maximize its flexibility and use, the practicality of multi-story facilities should be considered.
5. District uncertainty about the type of facilities needed, (full high school or not, middle school or not, elementary school or not) as well as the chance they will want to use existing structures, creates a barrier to planning for investment in new construction at Cubberley for either community or shared use.
 - If reuse of existing facilities is a realistic option for the PAUSD, scraping space before then for community or shared use could limit District flexibility or increase costs for future school use.
6. Sharing space between community needs and school use offers many advantages for both parties, but also poses some significant facilities challenges, including:
 - Inconsistent architectural standards
 - Incompatibilities

- Security issues
 - Scheduling issues
 - Parking
 - Traffic demand management (bus, car, bicycle and pedestrian)
7. To the extent community services are displaced, what off-site locations can be repurposed for community use?

Medium Term

1. Significant additional infrastructure investments would be required to extend the life of current buildings (bare minimum requirements have been identified by IBRC).
2. PAUSD may need some portion of the site, while community needs persist. Can use of the site be sufficiently maximized to meet both needs?
3. Under both 2 and 3, above, how will support facility needs change (e.g., safe and convenient access and parking for all modes of transportation: automobile, bicycle, pedestrian and transit, restrooms, etc.)?

Long Term

1. Even with significant shared use of current facilities, a comprehensive high school on the “as-is” site would likely conflict with community use of the site.
2. Field and gym use will be particularly impacted, even with new construction – you can’t build up for those facilities.
3. Shared use with a high school of any size will dramatically increase the need for support facilities (parking, safe automobile, bicycle, pedestrian and transit access, food services, etc.). Planning is critical.
4. Given fluctuations in enrollment and community needs, any new facilities will have to accommodate flexible programming/use.
5. Given high demand on the site, any construction will require careful planning of phased transitions.

Needs For Facilities

Working Paper Authored by Subcommittee Member Jerry August

General

Facilities are places where programs and services occur. The programs/service needs should drive the requirement for facilities. The City of Palo Alto (CPA) has needs for both current and future programs and services at the Cubberley site, while the Palo Alto Unified School District (PAUSD) has future needs at Cubberley for educational purposes.

Facilities may be specialized--e.g. a swimming pool, or general/multi- purpose. Facilities often serve several purposes even though they are somewhat specialized--e.g., a theater may be suitable for music, lectures, drama, but not ballroom dancing or exercise. A multipurpose room with a simple stage may serve for all of these events in a more limited way.

Facilities require ongoing financial support by the sponsoring organization--for staff, utilities, operations, and maintenance, as well as substantial original funding for ongoing construction and furnishing. A requirement for facilities must take into account an organization's capability to sustain these costs. The cost elements of a particular program/service at a multipurpose facility sometimes are buried within overall facility costs, so that the true cost of a particular program/service often is not readily available. The overall cost of a program/service at a specialized facility usually is more readily discernible.

City of Palo Alto (CPA) Comprehensive Plan: Community Services Element

Programs, and the facilities to support them, should conform to the CPA Comprehensive Plan when possible. (The Comprehensive Plan is currently undergoing a comprehensive review and update.) Palo Alto policy has been to provide geographical diversity of services. Currently there are three CPA facilities comprising a network of community centers--Lucie Stern in northern Palo Alto, a small community center adjacent to the Mitchell Park Library (center and library currently being reconstructed, center size about 15,000 sq. ft. including courtyard), and a much larger Cubberley Community Center in southern Palo Alto (buildings alone about 176,000 ft. sq.).

Chapter 6 of the CPA Comprehensive Plan is titled Community Services and Facilities. A background report ("Community Services Background Report", dated 7/21/09) was intended to amend that portion of the Comprehensive Plan. Following issuance of the background report, a series of community service element stakeholder meetings were held. Five (5) summaries of those meetings are available on the CPA website. As a result, recent changes were made to Chapter 6 [Reference: CSE Narratives, Chapter. 6, 30 pages].

Chapter 6 covers schools, libraries, parks, community facilities, performing and cultural centers, as well as police and fire services and facilities. Services/programs for all include recreation, lifelong learning, and arts. Services and programs for specialized

populations--children, youth, seniors, and disabled--also are covered. For example, in the prior plan, Policy C-22 calls for flexible functions at community facilities. Policy C-24 covers reinvesting in aging facilities and avoiding deferred maintenance. Program C-19, in support of C-24, covers improvement plans at facilities, including a Cubberley Master Plan. The new version of Chapter 6 reorganizes the policies and programs, but covers the same elements.

Page 16 of the 7/21/09 Background Report notes some important challenges that do or could apply to the Cubberley site, abstracted below:

- ◆ The Cubberley Community Center is largely owned by the PAUSD and is therefore dependent on PAUSD needs.
- ◆ The Parks and Recreation Department has identified a lack of sufficient playing fields. The need for playing fields is highest on weekdays between 3pm and 6pm, and on weekends.
- ◆ Gym space and daycare center capacity are inadequate to meet existing demand.
- ◆ The Community Services Department needs to develop improved cost-recovery strategies to reduce the draw on the general fund for programs and services.
- ◆ The City will need to respond to the unique recreation needs of the aging Baby Boomer Generation.

The needed facilities spelled out are: playing fields, gym space, and daycare center. The recreation needs of the aging population are not spelled out--typically they might include simple exercise classes and yoga, swimming, dancing, light recreational activity like Ping-Pong, billiards, shuffleboards, bocce ball and horseshoe courts, etc. Some of the aging population also needs mental stimulation--which can be provided by lectures, broadcasts, films, computer classes, social network classes, and other adult education. Some of these needs are currently supplied by Avenidas (partially supported by CPA) at its center in downtown Palo Alto. Some of the aging population recreation/stimulation needs could be provided in large or small multipurpose rooms, gyms, classrooms, lecture halls, auditoriums, and well-equipped audio-visual rooms. Senior services that include arts and crafts might require specialized equipment in dedicated rooms--pottery making, kilns, machine and shop tools for wood and metal sculpture, jewelry making, painting--similar to spaces at Little House in Menlo Park, or as currently exist in some of the Cubberley individual art studios.

In addition to the needs identified in the Background Report, the Cubberley Community Advisory Committee (CCAC) recently heard directly from the community regarding its

needs. CCAC held a public forum on 11/8/2012 to provide an update on its progress, and to invite community responses. The facilities where vocal community groups reported shortages were: playing fields, gym space, and childcare. These shortages have not yet been analyzed or quantified adequately to direct program planning. Speakers at the forum also supported a continuing need for existing art, music, and dance programs. Again, a full analysis or quantification is lacking. One non-resident pointed out that she, and other non-residents who used Cubberley and other community facilities, supported the CPA economy via dining and shopping in Palo Alto.

CCAC also had community response at the 11/14/2012 CCAC meeting. Five (5) cooperating community groups requested a wellness center that would house and integrate their separate programs--Cardiac Therapy Foundation (medically supervised rehabilitation and information programs), Peninsula Stroke Association, REACH (Foothill program for post-stroke recovery), Abilities United (formerly CAR) [aquatic rehabilitation/therapy at the Betty Wright Swim Center], and Avenidas (needs more space for health and wellness programs for older adults and seniors).

In addition to Chapter 6 of the CPA Comprehensive Plan, and the Background Report to amend it, the Land Use and Transportation Elements of the Comprehensive Plan also provide some policies and programs that relate to community centers and services:

POLICY L-61:

Promote the use of community and cultural centers, libraries, local schools, parks, and other community facilities as gathering places. Ensure that they are inviting and safe places that can deliver a variety of community services during both daytime and evening hours.

PROGRAM L-68:

To help satisfy present and future community use needs, coordinate with the School District to educate the public about and to plan for the future use of school sites, including providing space for public gathering places for neighborhoods lacking space.

POLICY L-64:

Seek potential new sites for art and cultural facilities, public spaces, open space, and community gardens that encourage and support pedestrian and bicycle travel and person-to-person contact, particularly in neighborhoods that lack these amenities.

POLICY T-14:

Improve pedestrian and bicycle access to and between local destinations, including public facilities, schools, parks, open space, employment districts, shopping centers, and multi-modal transit stations.

Cubberley Community Center

Cubberley, as a former high school site leased and/partly owned by CPA, was not designed or/built as a community center. Consequently its existing facilities do not ideally conform to, or readily support, community services desired and envisioned in CPA's Comprehensive Plan and its amendments. Likewise, some existing programs/services at Cubberley may not conform to the CPA Comprehensive Plan/Amendment, but merely help support overall costs of the Cubberley Community Center. For example, California Law Review (a worthy not-for-profit tenant) offers specialized classes not intended for the general community. Additionally, Cubberley lacks some facilities present in many community centers--e.g., a pool, a café, an exterior or interior courtyard with seating--that limit the services and programs that can be offered.

A Master plan for a community center at the Cubberley site (1/30/91) previously was developed. It covered the entire site--city owned as well as spaces and facilities leased by CPA. It utilized neighborhoods to provide services. Neighborhoods included were: athletics, childcare, dancers, education, hourly meeting facilities, music and theater, non-profit/community organizations, recreation (expanded multipurpose room, distinct from Gyms under athletics), visual art, and administration and gallery/café. Some of the items in the master plan were not implemented, or were moved to spaces other than originally planned.

Most of the buildings and other facilities (track, fields, etc.) at the Cubberley site were completed by 1955. Some additional buildings (Pavilion, Theater, and others) were added in the early 1960s. The site was built to then-existing school standards. In general, the structures have stood up well during the past 57 years, by replacing and repairing roofs, etc., although it has become increasingly expensive to maintain the structures. Modifications of structures for child-care services added after the site became a community center appear to have been built to lower, more temporary, standards.

The facilities, while usable to support some community services and programs, cannot be considered modern. For example, air conditioning is generally lacking throughout the site. Wired internet access is not available throughout the site. Some classrooms and lecture halls now used by Foothill College have been upgraded with more up-to-date audio-visual equipment than originally existed, but such improvements are inconsistent.

The Cubberley site is inefficiently used by modern standards. Existing buildings are mostly single story, per the 1950's model of Palo Alto school architecture. The building layout results in long distances between some buildings, and is inconvenient for a Community Center. Some very long covered walkways give a foreboding tunnel effect.

Figure 2 (pg. 9 of Facilities Subcommittee Report) shows the overall space utilization. Existing buildings take up 175,500 sq. ft. (4.0 acres) of space, with circulation (covered walkways) taking up another 116,148 sq. ft., (2.7 acres). This 60/40 ratio is quite inefficient--a modern ratio might be 75/25 for the intended community uses. Site open areas (spaces between and around buildings, amphitheater, etc.) take up 426,897 sq. ft.

(9.8 acres), while 750 parking spaces take up 239,755 sq. ft. (more than 5.5 acres) of the 35 total acres. The site also supports a football field/track, large playing fields for softball, soccer, etc. and 6 tennis courts. The fields take up 566,280 sq. ft. (13.0 acres). The space use is very inefficient.

The city portion of the site (8 acres) is 348,480 sq. ft. Note that if all the of the existing buildings' footprint areas (176,000 sq. ft.) were consolidated into one area, it would cover only 50% of the city portion. Even if the building areas and walkways were consolidated into one area (291,648 sq. ft.), it would only cover 84% of the city portion. Clearly, CPA could build a 2-story (or higher) new community center on less than half of its 8 acres.

Likewise, PAUSD could easily fit a comprehensive high school onto the remaining 27 acres, by more efficient use of the site. As one example, the parking spaces could be placed under the playing fields and tennis courts, freeing up 5.5 acres, effectively increasing the PAUSD owned-area to 32.5 acres, even while continuing to use area-inefficient single story classroom buildings.

Based on current information, PAUSD asserts that for its anticipated future needs of one or more schools at Cubberley, many of the existing buildings and other facilities could be directly reused, or modified for reuse, rather than scraped to the ground and built new, thereby saving some money. The Facilities Subcommittee does not share this view. Nor is this view consistent with technologically facilitated pedagogy. PAUSD would still have to pay substantial costs for modern room furnishings, wiring, and equipment (desks, tables, smart boards, computers, wired or wireless internet access, etc.) even if it retained 75 year-old (in 2030) basic building shells and interior structures.

Services/Programs at Cubberley Community Center

The neighborhoods/services envisioned in the Cubberley Community Center Master Plan remain a good starting point for the Facilities Subcommittee to identify facilities for a Community Center in the near, mid, or far terms. Likewise, additional services/programs identified by the Community Needs and School Needs Subcommittees can help identify additional facilities that ought to be considered for the overall CPA/PAUSD Cubberley site.

All the facilities on the overall site should be shared to the maximum extent consistent with the separate needs of CPA for a community center and PAUSD for one or more schools. Sharing (new construction, operations, and maintenance) will result in the lowest overall cost to the residents of Palo Alto who support both CPA and PAUSD via taxes and fees.

Community and school services/programs usually are provided in proactive or reactive modes. In proactive modes, most services are well defined, with identified budgets (or shares of the budget), priorities, locations, and responsibilities for execution. In reactive modes, many services are provided in response to events and citizen demands. The proactive mode tends to prevail for many school services/programs, whereas the reactive mode tends to prevail for many community services and /programs. School

districts necessarily provide a well-established, more focused, highly structured, and usually slowly changing set of educational services. Additionally those services must comply with state regulations and restrictions, and the accompanying bureaucracies and inertia. Community services are generally freer of state regulation and communities are more flexible than school districts in providing the type, quantity, and quality of services/programs. An advantage of the reactive mode is its flexibility and quicker adaptation to the inevitable changes in needs and demands for services. A disadvantage of the reactive mode is that priorities among services often are not set. Then, when resources (funds, personnel, facilities) are reduced, cut entirely, or even insufficient for competing demands among services, it becomes politically difficult to reduce, eliminate, or reallocate services. This has been true for California in recent years (closing parks, cutting school budgets, reducing CHP staff, deferring maintenance, etc.), as well as for CPA.

In identifying the future desired services/programs (and therefore the supporting facilities needed) at Cubberley, both CPA and PAUSD face challenges of uncertainty and prioritization, in different ways. They also face funding problems for ongoing operations, and likely will need to have voters pass bonds for large-scale improvements at Cubberley.

PAUSD Challenges

PAUSD faces considerable uncertainty about what services/programs a high school of the future (about 2030 or later) will provide, the quantity and kinds of students it will serve, and what should be the priorities. Certainly PAUSD will continue to offer the core academic subjects. Certain other services may be provided as well. First, there may be increasing demand for music, dance, performing arts, fine arts, and crafts often encountered in economically well-off, highly educated, largely professional areas like Palo Alto. Second, PAUSD may face a demand from Silicon Valley parents involved in science, engineering, industry, and business, for modern versions of vocationally oriented classes--such as software programming/web site design/blog construction rather than drafting; material sciences laboratories/preparation rather than casting/foundry/glassblowing; and electronic design/assembly/testing rather than machine-shop/wood shop/car maintenance and repair. There may be demand for radio/television/web broadcasting design, delivery, and operations in addition to school newspaper experience. There may be public demand for environmental impact curricula. Third, part of this demand may be driven by the perceived employment opportunities for some graduating students who do not, or choose not, to go directly to college/university. The New Technology High School in Napa CA is a role model for the vocational types of services, and is in partnership in many ways with the surrounding business community. Fourth, PAUSD, known as a high-performance academic district, may face a demand for less stressful academic tracks than those for college-bound students enrolling in advanced-placement courses. PAUSD is already trying to cope with stress-related student suicides (CPA participates in Project Safety Net directed at teen suicides). Note that the ABAG projections for overall growth of Palo Alto do not imply that all the growth will be for high-performing students from high-income parents. Fifth, especially for high school and perhaps even for junior high schools, technology

advances such as remote computing, simple online courses, and even massive open online courses (MOOC) likely will affect schools of the future. The advances will impact the size and quality of teacher staff, the need for information technology support staff and equipment, very likely the size of classrooms and their technology, etc. It is possible that the physical space needed for a future high school could be much smaller than at Palo Alto HS or Gunn HS, if students take courses at home or in other remote locations, and merely show up for in-class tests or not at all.

Of course, even for the possible reduced size scenario, there will remain a need at schools for space for the non-academic side of middle and/or high-school--socialization, personal interaction, formation and interaction with small and large groups, etc. This cannot readily be quantified into facilities other than general gathering space and places where students can meet, interact, and work out their own problems and concerns. Spaces such as patios, courtyards, hallways, gymnasiums, locker rooms, luncheon/eating space, and sports/recreation areas still will be needed, even for a small future school.

As a result of these uncertainties, and the eventual prioritization needed to select services/programs while meeting budget constraints, PAUSD may want a different type of high school (and/or middle school) at Cubberley than now exists elsewhere in Palo Alto.

The impact of these PAUSD uncertainty challenges on facilities at Cubberley that might be shared with CPA is somewhat clearer. If PAUSD decides to provide music, etc., then facilities for music, dance, performing arts, and perhaps fine arts and crafts, potentially can be shared during non-school hours. Many of these are now provided at the Cubberley Community Center (on a non-shared basis). Also, if CPA supports individual musicians, dance teachers and troupes, performing artists, fine artists, craftspeople (weavers, potters, glass artists, etc.) through below-market rentals of shared space, potentially PAUSD might utilize those individuals to teach, help teach, or demonstrate, those skills to students, supplementing its own teaching staff in an economical way.

If PAUSD decides to offer more vocationally oriented classes, sharing would be more difficult, but not impossible. That is because vocationally oriented classes tend to require specialized facilities, which are both less usable by the general community, and often require active supervision while in use. This implies higher user fees to the community, and limited times due to availability of qualified supervisors. However, should PAUSD pursue this vocational route, it might well be able to partner with local Silicon Valley firms for donated equipment, personnel to train students (and teachers), supervision, etc. Partnering business firms potentially would benefit from tax write-offs for donated equipment, direct access to qualified graduates, and good public relations. Such partnering again would be an economical way to supplement teaching staff.

Despite these challenges, PAUSD stands to benefit from financial and programmatic efficiencies by planning now for future shared use of the Cubberley site. Acreage is more than adequate to accommodate a future comprehensive high school alongside a future modern community center even larger than the existing one.

CPA Challenges

In addition to the challenges listed earlier (see section City of Palo Alto Services/Programs), Palo Alto faces some uncertain demographic factors. ABAG projections show CPA should expect significant population growth. PAUSD is estimating a 2% annual growth rate in student population out to 2030. The implication is that there will be a similar growth in overall population in CPA of 43 % by then (i.e., 1.02^{18}). It is anticipated there will be a proportional growth in demand for services and programs throughout CPA. However, most of this population growth is expected in southern Palo Alto, based on what has occurred in recent years. Therefore the demand for additional services at a local community center, i.e. Cubberley, may easily exceed 50 % by 2030.

Another challenge is the lack of available land for more community services and programs. Palo Alto is largely built out, with little land available to CPA (or PAUSD) short of eminent domain proceedings. Indeed most of the recent population growth in Palo Alto has been in high-density residential developments (apartments, condos). A recent example is the Echelon development in the Charleston corridor. With little uncertainty, the 8 acres currently owned by CPA at the Cubberley site is probably the last large parcel of real estate left within the city limits for community services, short of converting existing parks and municipal facilities to that purpose.

Another challenge is revenue to support services/programs. CPA is already struggling to meet its budget. It is uncertain whether the projected growth in population will result in sufficient revenue growth to support growth-related expansion of existing services/programs at their present quantity and quality level, much less support additional services such as the senior recreation/stimulation needs or a wellness center.

Another challenge/uncertainty lies in recently proposed major development plans near downtown Palo Alto in exchange for a new municipal theater or possibly a municipal services center. This proposal would affect the need for a full theater facility at Cubberley, and/or revenue needed to pay infrastructure improvement bonds.

Joint Challenge

Both CPA and PAUSD will need to issue bonds for capital construction and maintenance of future facilities at Cubberley. Voter approval is far more likely if PAUSD and CPA cooperate and share the Cubberley site, demonstrating to voters that strong efforts have been made to provide the needed and desired services/programs, while minimizing overall costs for construction, maintenance, and operation.

Opportunities

The challenges provide opportunities. PAUSD has an opportunity to build a modern junior and/or high school on the Cubberley site. It has an opportunity to partner with CPA and other community organizations to minimize costs and improve instruction, as well as to be seen as more reactive and responsive to community needs. CPA has an opportunity to build a modern community center on the Cubberley site, while being more involved in meeting PAUSD needs. It also has an opportunity to be more

proactive in identifying its policies and priorities for guiding current and future community services and programs.

Other opportunities arise for both PAUSD and CPA for more involvement with Stanford University. Stanford is not an explicit participant in considering the Cubberley site, but it certainly is an implicit one. Many of the PAUSD students come via Stanford staff and married students. Although Stanford has the greatest impact on nearby schools, such as Palo Alto H.S., its staff and students are spread all over Palo Alto, and development of the Cubberley site will affect them. Stanford can certainly inform PAUSD regarding anticipated technology and teaching changes that will affect future schools. Likewise recent newly constructed facilities at Stanford can inform the process of designing, constructing, and equipping school facilities at Cubberley, once the needs have been established. PAUSD already deals with Stanford regarding school sites and locations, and this arrangement could be expanded to help inform the process for the Cubberley site. Likewise, CPA can utilize the anticipated technology, and examples of modern facilities, for a future community center at Cubberley, as well as for some currently planned infrastructure improvements. One opportunity for Stanford University with CPA arises from Stanford Hospital being a premier hospital in terms of medical care. However, after patients are discharged, they often require extended rehabilitation and ongoing wellness services. Many of those patients live in Palo Alto and surrounding areas. Construction of a Wellness and Health Center at a new Cubberley Community Center would facilitate patient recovery, while permitting Stanford Hospital and Health Services to readily follow up on long-term benefits of the treatments received by local patients. An example of this “best practices” effort is the current teaming between the Cardiac Therapy Foundation (a Cubberley tenant and renter) and Stanford researchers (Women’s Heart Health at Stanford) on a program (Mindfulness-Based Stress Reduction Training). The new Affordable Health Care Act (“Obama Care”) likely will push all medical delivery systems in this direction.

Impact on Facilities Desired at Cubberley site

It is clear that CPA and PAUSD will need facilities at the Cubberley site by about 2030, and perhaps sooner. Each entity will need facilities dedicated to its own use. There is good potential for shared facilities as well, that could result in reduced operating costs and need for construction bonds for both CPA and PAUSD. The sharing may be done by time separation (TS--e.g. after school hours, or scheduled public use during school hours), or may be simultaneous (depending on PAUSD security needs for students).

Outlined below are some of the expected shared and sole use facilities, based on existing services/programs in PAUSD high schools and at Cubberley Community Center, along with some possible future services/programs discussed above. The internal equipment within the facility--computers, audio-visual equipment, smart boards, monitoring and surveillance equipment, etc. is not listed. It is anticipated that PAUSD computer systems, files, etc. would not be available to community users because of confidentiality and security concerns. However, scoreboards, timers and other equipment used for sports might be shared. In addition to facilities, some costs for electrical and mechanical infrastructure, operation, and maintenance could be shared.

Shared Use

Parking (preferably underground)

Maintenance yard (joint and adjacent sections)

Equipment storage and repair (joint and adjacent sections)

Supplies delivery area/dock/storage area (joint and adjacent sections)

Electric power, natural gas, water, fuel, sewage common entry/exit area

Emergency electric power equipment

Offices for maintenance and repair staff

Kitchen

Dining area (indoor and outdoor)

Outdoor stadium and track (TS)

Outdoor playing fields (TS)

Tennis courts (TS)

Restrooms for track, fields, courts (TS)

School gymnasiums (TS)

Pool and aquatic facility (TS)

Auditorium (TS)

Theater (TS)

Theater rehearsal/makeup/costume rooms (TS)

Theater set storage, construction rooms (TS)

Music recital room (TS)

Music practice room (for band, orchestra) TS

Dance studio, if implemented (TS)

Fine arts and craft spaces, if implemented TS

Radio and television broadcast studios, if implemented (TS)

Lecture rooms (TS)

Language learning laboratories (TS)

Some classrooms (TS)

Some audio-visual rooms (TS)

In addition to facilities, it is anticipated that some staff could be shared as well, reducing overall operational costs for PAUSD and CPA. Staff that might be shared includes:

Custodial

Administrative

Grounds and Maintenance

Information Technology

CPA Use

Gymnasiums (2 or more)

Individual artist studios

Dance studio(s)

Pre-school childcare

Multipurpose rooms

Meeting rooms

Ballroom

Lecture halls

Auditorium

Some classrooms

CPA administration

Health and wellness center

PAUSD Use

PAUSD administration offices--principal, vice principal, other staff

Information technology center and offices for staff

Many classrooms

Lecture halls

Study halls
Gymnasium locker rooms
Teacher's offices
Nurse/medical office
Science labs
School Library
Cafeteria
Bicycle storage
Student lockers
Student and staff restrooms

Conclusions

- CPA has current needs, and CPA and PAUSD have future needs, for facilities to provide services and programs at the Cubberley site.
- The needs of both CPA and PAUSD for future facilities at Cubberley should be better defined than at present.
- The taxpayers of Palo Alto, stand to benefit from financial and programmatic efficiencies by planning now for future shared use of the Cubberley site.
- Acreage is more than adequate to accommodate both a future comprehensive high school and an enlarged new community center.
- CPA has a unique opportunity to meet its current and future community service needs by development of a new comprehensive community center facility on the Cubberley site.

Cubberley Community Advisory Committee Report



education



child care



dance



seniors



softball

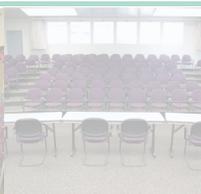
Volume 2 Finance Subcommittee Report



culture



b'ball



art



meetings



music



theater

soccer

35 acres.

**The last large piece of publicly owned land in Palo Alto.
What will its future be?**

CCAC

Finance Subcommittee Report

Executive Summary

“I learned some valuable lessons about the legislative process, the importance of bipartisan cooperation and the wisdom of taking small steps to get a big job done.”
-----Hillary Clinton

The Finance Subcommittee’s work product is comprised of five separate reports intended to provide their readers with basic information about both financial and governance issues as they pertain to the Cubberley site.

Report #1 analyzes the current general financial condition of both the Palo Alto Unified School District and the City of Palo Alto; provides specific financial information about the Cubberley site, especially in regard to the costs to manage and maintain the site and the need for and costs of capital improvements.

Report #2 provides an overview of the Lease and Covenant Not to Develop with an emphasis on the major provisions of the Lease. This report provided the CCAC with various options for extension and/or modification of the Lease and Covenant.

Report #3 describes three examples of extensive, comprehensive joint use projects with major similarities to those envisioned for the Cubberley site. The report includes a listing of the elements essential to creating a successful joint use facility. Attached to the report is an extensive listing of existing joint use facilities from throughout California.

Report #4 provides information on funding options available to the City and the School District to both construct and operate a joint use facility.

Report #5 discusses the potential use of Joint Powers agreements or the formation of a Joint Powers Authority/Agency as a means of governing the construction and operation of a joint use facility.

The subcommittee’s goal was to provide sufficient, readable background information and options to enable the CCAC to have informed discussion. Much work in this subject area remains to be done once the policy-making authorities conclude that the Cubberley site is to be jointly used and developed.

CCAC Finance Committee Report #1

Financial Analysis of City/PAUSD

Financial analysis of City and School District situation, especially as it relates to Cubberley revenues and expenses

Important Dates:

1955 – Cubberley is constructed

1979 – Cubberley closed as high school; PAUSD rents space to others

1987 – Utility User Tax is adopted by City voters

1989 – PAUSD leases the entire Cubberley facility to the City

2001 – City acquires ownership of 8 acres of Cubberley buildings in swap for developed property at Terman

December 2013 – Date by which City is to give notice if it does not intend to renew Cubberley lease for next 5 year option period (2014-2019)

August 2014 – Time at which City must submit to County Registrar of Voters ballot measure(s) to finance infrastructure improvements to be voted on at November General Election

The Lease and Covenant Not to Develop:

There are three components to the Lease and Covenant Not to Develop:

1. The lease of the Cubberley Facility – current cost in 2012-2013 = \$4.6 million
2. The Covenant Not to Develop – current cost in 2012-2013 = \$1.8 million
3. Payment for provision of space at each elementary school for child care – current cost in 2012-2013 = \$640 thousand; utilities for child care spaces – current cost in 2012-2013 = \$56 thousand

There is an annual CPI adjustment built into the document so that each component increases each year.

Cubberley Finances:

Aside from the lease payments, Cubberley has expenses for:

General operating maintenance:	\$430,000
Operations, not including mtce:	\$1,325,000

Cubberley generates revenues of:

Tenant leases	\$1,620,000
Hourly rentals	\$823,000
Office space rental by City	\$73,000

There is a net revenue from all these sources of approximately \$760,000.

According to figures in the IBRC report, the City pays the School District \$4/square foot in the Lease and Covenant Not to Develop and collects approximately \$1/square foot in rental revenue.

The City has identified a minimum of \$3.3 million of capital improvement costs over the next 5 year period:

1. \$1.4 million in mechanical/electrical (\$0 on City buildings)
2. \$1.1 million in electrical upgrades (\$750 thousand on City buildings)
3. \$1.0 million in roofing projects (\$375 on City buildings)

Long term, the City has identified \$18.8 million in infrastructure improvements that must be made at Cubberley. Of those, \$8.4 million is on City Buildings and \$10.4 is on School District Buildings. This would cover infrastructure improvements which would extend the life of the buildings for 25 years but most would need to be accomplished within 10 years. These improvements have not yet been funded.

Foothill College, the longest term and largest tenant, is scheduled to move to a new Sunnyvale campus sometime within the term of the next lease option period. Foothill represents a significant portion of the current tenant lease income.

General Financial Conditions of City and School District

The School District has an operating budget of \$159 million. Of that, 6% or \$9 million is from lease revenue, \$7 million of which comes from the City. The operating budget contains three reserve funds:

1. The state-mandated "rainy day" fund
2. The basic aid fund; and
3. The budget cuts fund

Given recent actions by the State, the District has been using the budget cuts fund to balance its budgets. This fund is scheduled to be depleted in the 2013-2014 fiscal year. The School District is counting on robust increases in property tax revenue and the renewal of the Lease and Covenant Not to Develop to balance budgets for the 2014-2019 time frame.

The School District is anxious to hold onto the basic aid reserve because of persistent threats that the State will cut off the small amount of per pupil contribution that it sends to Palo Alto. This reserve would cover that gap for a number of years.

The School District is also concerned about the outcome of the November 2012 statewide election. There are two ballot measures which could significantly impact the finances of the District should either or both fail passage.

Major operating budget gaps are filled most often by school districts by going to the voters for approval of a parcel tax. The PAUSD last did so in 2010. Voters are currently paying approximately \$613 per parcel per year. There is a cost of living adjustment built into the current parcel tax so that it increases each year. The current parcel tax will expire in 2016.

The School District has no permanent capital improvement budget. Instead when it needs to make significant improvements to buildings or construct new buildings, it must go to the voters to win approval to issue General Obligation Bonds.

The current bond measure does not contain any funds that can be used to make major improvements at Cubberley as all of the secondary school funds have been expended or encumbered.

As for ongoing maintenance, the General Fund transfers 2.5% of its budget (\$4.1 million this year) to the District's routine maintenance fund. The District also has a planned maintenance budget, coming from bond funds, in the amount of \$2.1 million annually.

The City's \$152 million general fund budget currently and looking out to the future has a structural deficit. The Council balanced the 2012-2013 operating budget by instituting over \$2 million in structural deficit reductions, over \$3 million in one-time savings and by "borrowing" over \$300 thousand from reserves. Future projections do not paint a rosier picture. The property tax increases that so heavily benefit the School District make up a small percentage of the City's tax revenue. The Utility Users Tax which currently raises just short of \$11 million annually is flattening as people shift from use of land line phones to cell phones (on which no tax is currently collected). Sales tax revenue has increased recently but is very dependent upon economic conditions.

In the Capital Improvement budget, the IBRC identified a backlog of deferred maintenance projects on the order of \$40 million. The Commission also recommended that in order not to fall back into a backlog status, the City would need to budget \$32 million annually to keep current. The IBRC also identified approximately \$210 million in new infrastructure projects that need to be built. Neither Cubberley nor several other items the Council has discussed in recent times were included in this number.

Summary

There are potentially two remaining 5-year options on the Cubberley lease if mutually agreed upon by the City and the District. The deteriorating condition of some of the buildings and the need to invest in them are powerful factors in forcing the governmental agencies to clarify their mutual goals and interests in the property. The precarious nature of both agencies' budgets requires that capital investment in the Cubberley site be well-planned, deliberate and suited to a long-term vision for the site.

Attachments:

1. Spreadsheet of current Cubberley revenues/expenses and projected capital expenses
2. Spreadsheet of projected revenues and expenses for Cubberley for the period 2010-2020

Rev. 02/11/2013

Finance Committee Financial Summary Spreadsheet

10/1/2012

ANNUAL OPERATING BUDGET		Data from Lease & Covenant Revenues and Expenses (Budget 2013 column) and rounded							
OPERATING INCOME	INCOME	EXPENSE	Itemized						
Long Term Leases	1,617,000			(Foothill = approx \$930k, all other = approx \$690k)					
Hourly Rentals	823,000								
City Office Rental	73,000								
OPERATING EXPENSE									
Cubberly Lease			4,600,000						
Covenant			1,830,000						
Child Care			640,000						
Child Care Utilities			56,000						
Payments to PAUSD		7,126,000							
Lease Management & Maintenance			430,000						
Non-maintenance Operating			1,325,000						
Operating Costs (Total)		1,755,000							
Annual Totals	2,513,000	8,881,000							
TOTAL NET		6,368,000							
LONG TERM CAPITAL IMPROVEMENTS									
							Next 5 years	Next 15 years	
			2012	2013	2014	2015	2016	2017 2018-2022	2023-2036
CURRENT BUDGETED CAPITAL IMPROVEMENTS (per City of PA 2013 Capital Budget) need to clarify if this is part of IBRC identified work									
Auditorium Roof	250,000				250,000				
Mechanical & Electrical Upgrades	1,450,000			150,000	1,300,000				
Electrical Upgrades	1,150,000					150,000	1,000,000	removed from 2013 capital budget	
Roof Maintenance	426,000		53,500	106,000	107,000	106,000	53,500		
Total Planned Improvements (5 year)	3,276,000								
LONG TERM MAINTENANCE (PER IRBC p. 146)									
Improvements (next 5 years)	10,200,000		2,040,000	2,040,000	2,040,000	2,040,000	2,040,000		
Improvements (years 5-10)	2,100,000							2,100,000	
Improvements (years 11-25)	6,500,000								6,500,000
Total	18,800,000		2,093,500	2,296,000	3,697,000	2,296,000	3,093,500	2,100,000	6,500,000

**Lease & Covenant Revenues and Expenses
2010-2020 (Fiscal Year Basis)**

	Actual 2010	Actual 2011	Adj Budget 2012	Actual 2012	Budget 2013	Projected 2014	Projected 2015	Projected 2016	Projected 2017	Projected 2018	Projected 2019	Projected 2020	Explanation
Revenues													
Property Rental (long term leases)	1,583,925	1,599,323	1,510,348	1,610,587	1,617,500	1,649,850	1,682,847	1,716,504	1,750,834	1,785,851	1,821,568	1,857,999	Long term rental. Managed by ASD. Includes dance school and artists. Estimated 2% incremental increase every year. 1030000-16030
Facilities Rental (hourly rental)	927,865	868,318	927,152	840,075	823,000	847,690	873,121	899,314	926,294	954,083	982,705	1,012,186	Hourly rental, managed by CSD. Includes birthday parties etc. Estimated 3% incremental increase every year.10300000-16050
Cubberley Rental (City office space)	73,000	73,000	73,000	73,000	73,000	73,000	73,000	73,000	73,000	73,000	73,000	73,000	Rent charged for office space.10300000-19790
Total Revenue	2,584,790	2,540,641	2,510,500	2,523,662	2,513,500	2,570,540	2,628,968	2,688,818	2,750,128	2,812,933	2,877,273	2,943,185	
Expenses													
Payments to PAUSD													
Lease	4,349,313	4,405,134	4,605,341	4,508,811	4,604,703	4,742,844	4,885,129	5,031,683	5,182,634	5,338,113	5,498,256	5,663,204	3%growth
Covenant Not To Develop	1,680,684	1,727,786	1,779,619	1,763,654	1,833,008	1,887,998	1,944,638	2,002,977	2,063,067	2,124,959	2,188,707	2,254,369	3%growth
Child Care Sites	566,847	592,790	620,631	594,825	639,250	658,428	678,181	698,526	719,482	741,066	763,298	786,197	3% growth
Utilities (child care sites)	46,981	53,603	55,211	55,211	56,039	57,720	59,452	61,235	63,072	64,965	66,914	68,921	3% growth
Subtotal PAUSD	6,643,824	6,779,313	7,060,803	6,922,501	7,133,000	7,346,990	7,567,400	7,794,422	8,028,255	8,269,102	8,517,175	8,772,691	10300000-33490
Departmental Expenditures for Cubberley													
Lease Management and Maintenance (PWD and ASD)	414,772	432,886	418,199	429,115	428,356	441,207	454,443	468,076	482,118	496,582	511,479	526,824	Payment for PWD and ASD salary and non-sal resources dedicated to Cubb maint. Assume 3% annual growth.40040003+50030006all
Non-maintenance Operating Expense (CSD)	1,505,585	1,446,954	1,324,785	1,348,182	1,325,945	1,365,723	1,406,695	1,448,896	1,492,363	1,537,134	1,583,248	1,630,745	All commitment items for CC 80080602,80080603 & 80040103
Subtotal Departmental Expenditures	1,920,357	1,879,840	1,742,984	1,777,297	1,754,301	1,806,930	1,861,138	1,916,972	1,974,481	2,033,716	2,094,727	2,157,569	
Total Expenses	8,564,181	8,659,153	8,803,787	8,699,798	8,887,301	9,153,920	9,428,538	9,711,394	10,002,736	10,302,818	10,611,903	10,930,260	
Net	(5,979,391)	(6,118,512)	(6,293,287)	(6,176,136)	(6,373,801)	(6,583,380)	(6,799,570)	(7,022,576)	(7,252,608)	(7,489,885)	(7,734,630)	(7,987,074)	
Cubberley Operations Only													
Rev	2,584,790	2,540,641	2,510,500	2,523,662	2,513,500	2,570,540	2,628,968	2,688,818	2,750,128	2,812,933	2,877,273	2,943,185	
Exp	1,920,357	1,879,840	1,742,984	1,777,297	1,754,301	1,806,930	1,861,138	1,916,972	1,974,481	2,033,716	2,094,727	2,157,569	
Net	664,433	660,801	767,516	746,365	759,199	763,610	767,830	771,846	775,647	779,218	782,546	785,616	
Factor	1.346	1.352	1.440	1.420	1.433	1.423	1.413	1.403	1.393	1.383	1.374	1.364	
Lease credits													
Fields (aprox.)	(308,438)	(230,912)	(301,557)	(279,573)	(301,557)	(310,604)	(319,922)	(329,519)	(339,405)	(349,587)	(360,075)	(370,877)	Run trial balance for field maintenance credit in 80060313-15990; projected to increase 3% a year

Note: The agreement with PAUSD will expire on December 31, 2013 with the option to renew.

CCAC Finance Committee Report #2

Cubberley Lease Report

I. Overview

This CCAC Finance Committee report reviews the existing agreement between the City of Palo Alto (City) and Palo Alto Unified School District (District) referred to as the Lease and Covenant Not to Develop (Cubberley Lease). Some background information and terms are reviewed followed by recommendations and considerations for actions going forward.

II. Lease Overview

The existing arrangement between the City of Palo Alto (City) and Palo Alto Unified School District (District) was put into place 1989 to address issues that were of concern to the Palo Alto community at that time. During the 1980s the District was selling off its parcels of land to raise capital to meet financial demands and the falling school enrollment seemed to support that trend. As land became more scarce, the community sought to prevent further District land sales fearing that future growth in student population would require additional schools and the increasing land scarcity would make that infeasible. The community developed a solution to the land sales, obtaining the District's agreement not to sell additional school properties and in turn the City would provide funds to aid in the District's financial problems. The City obtained funds to pay for the Cubberley Lease as well as other city improvements through a levied Utility Users Tax, to be collected by the City and paid to the District through the Lease and Covenant Not To Develop (Cubberley Lease).

The City and District agreed to enter into an agreement that is now the Lease and Covenant Not To Develop and contains the following major terms:

- 1) **Cubberley Lease Payment:** A City lease payment to the District for the use of the Cubberley property.
- 2) **Child Care Facility Lease Payment:** A City lease payment to the District for use of eleven (11) school facilities in order to provide child care services to the community.
- 3) **Covenant Not to Develop:** A City lease payment to the District in return for the District's commitment to not sell additional District owned land (including Ohlone, Garland, Greendell, JLS, and Jordan)
- 4) Lease payments are adjusted annually in line with Consumer Price Index changes.
- 5) The Lease and Covenant Not To Develop terms included one 15 year term (1/1/90-1/31/04), one City optional extension of 10 years (1/1/05-12/31/14) and two mutual optional 5 year extensions (1/1/14-12/31/18 and 1/1/19-12/31/23).

In 1998 the Cubberley Lease was amended to include an agreement to substitute two operating schools for the opening of one "covenanted" site. The list of Covenanted Sites was modified to exclude Ohlone and include Juana Briones and Walter Hays. The list of schools where child care was allowed by the City was expanded to include Ohlone and allowed for future expansion.

In 2002 the Cubberley Lease was amended to account for the land swap where 8 acres of the Cubberley site was deeded to the City in exchange for the District's reclamation of the Terman location and the

Cubberley Lease Payment was accordingly reduced by \$23,490 per month. The list of Covenanted sites was modified to exclude the Garland site and include Addison and El Carmelo sites. Also added at that time was a District Option to open a compact high school at the Cubberley site if necessary, agreeing to joint use of the gym, cafeteria, theatre, and fields with required 24 months notice.

In the 2002 Lease Amendment and Land Exchange Agreement, both parties were given the "Right to Acquire" if the other party elects to sell their portion of the Cubberley site. If they cannot agree on a value, fair market value would be determined by a state-certified appraiser. In 2007, the City did get their eight (8) acre parcel appraised for approximately \$18-22 million.

At this time, the first of the two 5 year extensions is under consideration by both parties with a decision required by December 31, 2013.

III. Problem Statement

The following issues are a concern at this time regarding the above summarized lease.

1) District Needs

The District has developed a dependency on the lease payment funds, comprising now approximately 4.4% of the District's annual budget as revenue. These funds also constitute approximately 4.6% of the City's annual budget as an expense.

2) Covenant Not to Develop Now Obsolete

The lease includes a "Covenant Not To Develop" payment that was intended to safeguard District owned properties from being sold. It is the City's promise to pay the District in return for the District not selling its land. This is no longer an immediate issue as the school sites identified in the Covenant are now all in use.

3) Utility Users Tax

During the campaign to pass the Utility Users Tax, it was advertised to the public as a District financial benefit, creating a belief by the Palo Alto community that one of the major beneficiaries of the tax funds collected is the District.

4) Lease Payments per Consumer Price Index vs. Utility Users Tax Revenue

The Cubberley Lease calculates annual lease payment adjustments using the Consumer Price Index which has been steadily increasing over time. The Utility Users Tax revenue which depends on utility revenues and is used by the City for lease payments, has been leveling off and/or decreasing in recent years. This is an inconsistent correlation of income and expense for the City.

5) Future District Requirements are Vague

The District cannot predict specific dates for future use although it seems probably clear, using current projections, that at some time in the 10-15 year time frame the site or a portion thereof may be necessary for school use.

6) Future City Requirements are Vague

The City has not articulated clearly the community services necessary to remain on the Cubberley site and exactly how much of the site is required to support them.

IV. Lease Modification Options

The following recommendations for modifications to the lease are for the short term period, specifically related to the upcoming renewal of 5 year term (Jan 1, 2014 - Dec. 31, 2018). Mid-term and long-term recommendations are difficult to predict as they would pertain to the conditions and plans in place at that time.

Consideration should be given to renew the lease for 5 years to give the City and District time to plan for future renovations on the site. The following lease modifications may also be considered in the form of an addendum to the existing lease:

1. Recalculate the annual lease payments to align with the Utility Users Tax revenue trend rather than the Consumer Price Index.
2. Remove the Covenant Not To Develop payment as it is no longer pertinent to the current situation.
3. Have the District pay for its share of the projected capital improvements.
4. Have the District contribute to ongoing maintenance and repairs.
5. Increase the amount of child care space leased to the city on elementary schools sites along with a corresponding increase in child care facility lease payments.

Finance Committee Report #3

Research existing joint use facilities in other communities for lessons learned and guidance for our effort.

Outline/Process

- Gathered available documentation on Joint Use projects
- Choose 3 examples to study in depth – based on similarity to Cubberley
 - Wadsworth, Ohio High School & Community Campus
 - Emeryville, CA Center for Community Life
 - Livermore, CA School Upgrades, City Library & Youth Community Center
- Gathered data
 - Partners
 - Facilities (including sq. ft)
 - Total Cost and Funding Mechanisms
 - Implementation Timeline
- Common Threads and Lessons Learned
- References

Emeryville Center for Community Life



Partners:

- Emery USD
- City of Emeryville

Approx. 7.6 acres
115,100 sq. ft facility

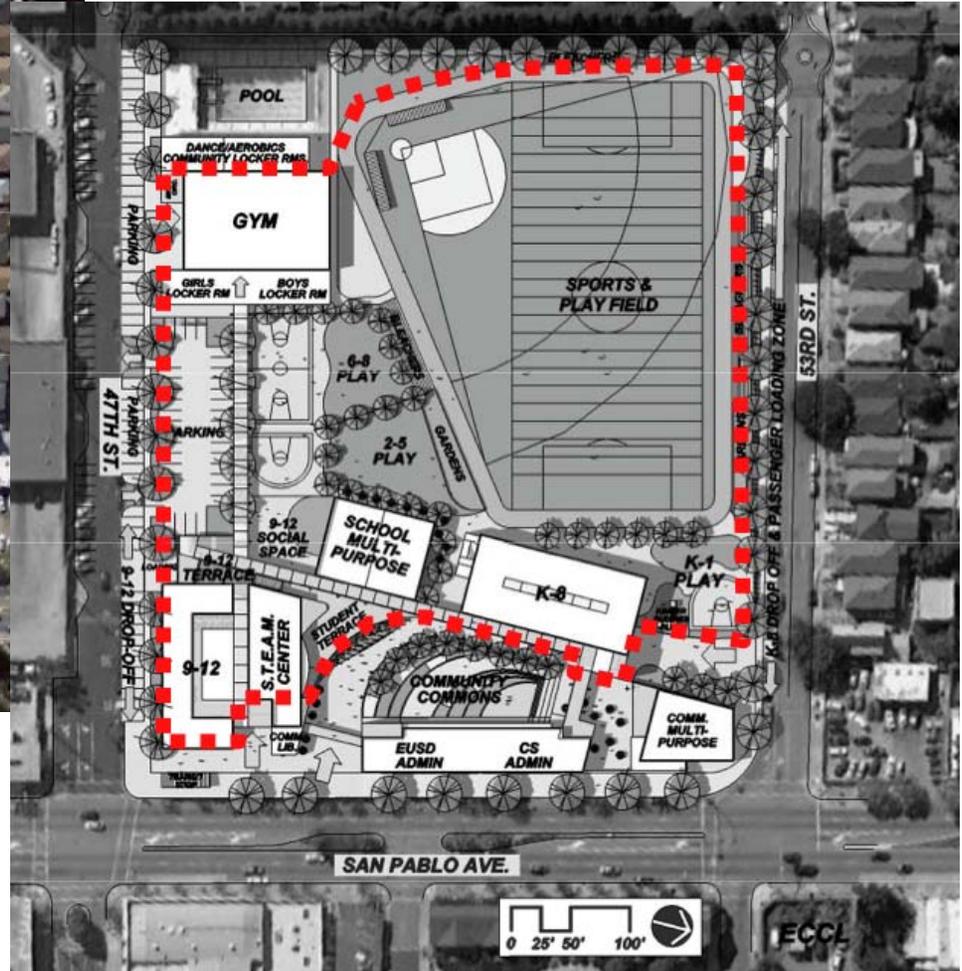
Facility Overview

- 9-12 High School > 750 students
- K-8 Lower School
- School Multi-Purpose Room
- Admin for School & Community
- Community/School Library
- Community Pool
- Community Dance/Aerobic Space
- Community Multi-Purpose Room
- Community Amphitheatre
- 3 level design w Terraces
- Security Control Points
- Phase 2 –theatre, gym, classrooms

ECCL has Phase 2 plan and Defined Boundaries

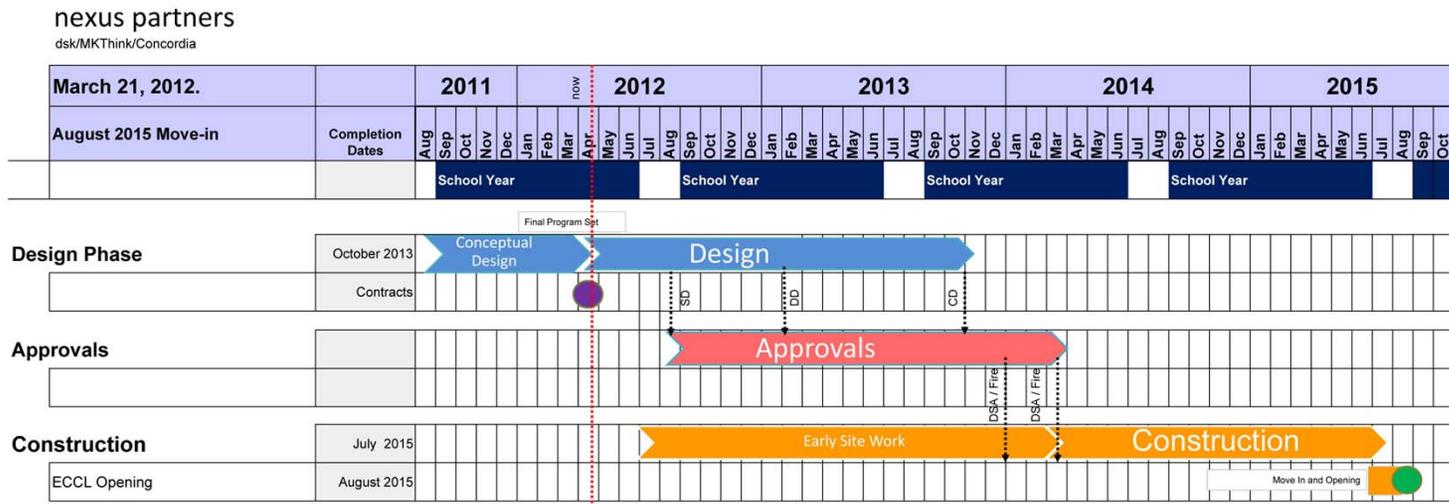


Approx. 7.6 acres
115,100 sq. ft facility



Emeryville Funding and Timeframe

- Cost / Funding
 - Phase 1: \$80M (w/ \$10M flex)
 - School will use a \$48M 55% General Obligation Bond
 - City will provide \$21M in State Redevelopment \$s.
- Timeline
 - In planning for 10 years- program plan first issued in 2003
 - Currently on 3rd MOU
 - Approved the conceptual design March 2012
 - Move in date is currently estimated August 2015





ECCL is still in development and concern is being raised over the state commitment of redevelopment funds.



WADSWORTH

COMMUNITY CAMPUS

CITY SCHOOLS/COMMUNITY HEALTH & WELLNESS CENTER



- Partners:**
- Wadsworth Schools
 - City of Wadsworth
 - Public Library
 - Private Health System

Approx 65 acres
450,000 sq. ft

Facility Overview

<ul style="list-style-type: none">• 9-12 High School (1629 students)• Recreation Facility• Senior Center	<ul style="list-style-type: none">• Health & Wellness Center• Outdoor and Indoor Pools• Pediatrics and Dentistry	<ul style="list-style-type: none">• Media / Public Library• Existing Middle school on site (782 students)
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WADSWORTH

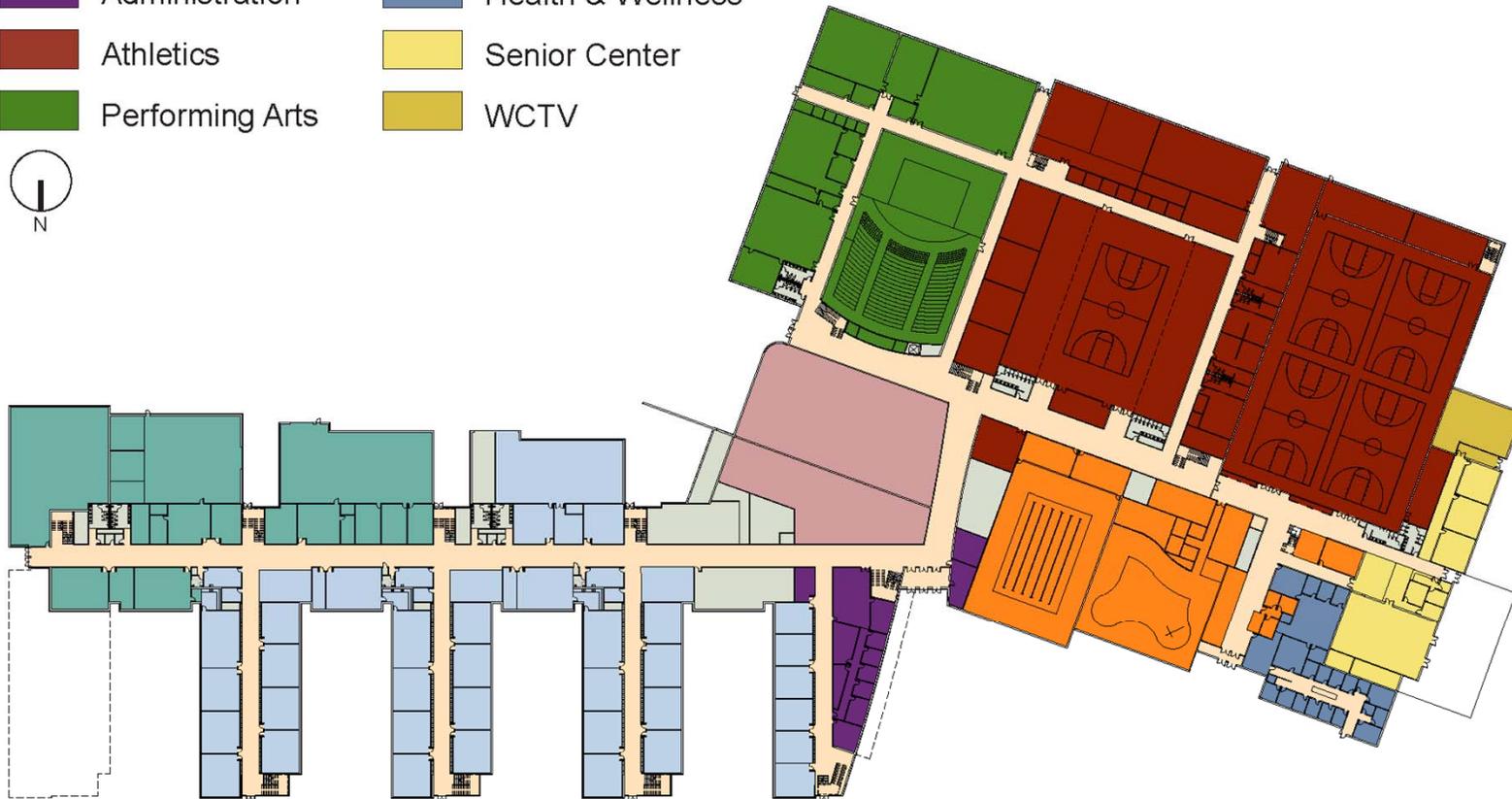
COMMUNITY CAMPUS

CITY SCHOOLS/COMMUNITY HEALTH & WELLNESS CENTER

- | | | | |
|---|------------------|---|--------------------------|
|  | Core Academic |  | Cafeteria & Food Service |
|  | Career Technical |  | Circulation |
|  | Media |  | Recreation Center |
|  | Administration |  | Health & Wellness |
|  | Athletics |  | Senior Center |
|  | Performing Arts |  | WCTV |



450,000 sq. ft



Wadsworth Funding and Timeframe

- Cost / Funding - \$105M
 - \$65M from a General Obligation Bond by the Schools
 - \$24M from Ohio Schools Facility Commission (37% of GOB)
 - \$16M city commitment for Community Center
 - Partners and capital corporate campaign
- Timeline – 4 years !!
 - Presented to community in May 2008
 - Bond approval in November 2008
 - School opened in Fall 2012
 - Community Center opening scheduled for December 2012

Taking advantage of state funds available pushed the community to take action.

Livermore, CA



Partners:

- Livermore Valley USD
- City of Livermore
- Livermore Area Park & Recreation District



Livermore Civic Center Library
1188 South Livermore Ave.



Robert Livermore Community Center
4444 East Ave.

Facility Overview – 3 projects

- Modernize 7 of 20 schools

- Youth Community Center
71,000 sq.ft indoor
45,000 sq. ft. aquatic center

- Civic Center Library
56,000 sq.ft

Livermore Funding and Timeframe

- Cost / Funding - \$150M thru a General Obligation Bond led by the school
 - \$110M for school upgrades
 - \$20M Civic Center Library
 - LVJUSD received special legislation (EC 18104) authorizing joint use library to be built on other public entity land within 1 mile of site.
 - \$20M Youth Community Center
- Timeline – 5 - 10 years
 - Two failed votes in the early '90s (School Parcel Tax and Parks GOB)
 - 1975 Tax override set to expire in 2000 gave impetus for action
 - Community Survey March 1998
 - Bond approval in March 1999 (passed with 82% of the vote)
 - Library opened in 2004
 - Community Center opened March 2005
 - School funds exhausted June 2008

This joint effort was done primarily to save election expenses and to provide a compelling opportunity that voters would support.

7 Steps to Effective Joint-Use Partnership¹

from document published by Berkeley's Center for Cities and Schools

DONE 1. Identify a local need that a joint use partnership might address

DONE 2. Identify essential joint use partners

IN PROGRESS

3. Develop a positive, trusting relationship with partners

4. Build political support

5. Build a joint use partnership within the context of the local community

6. Formalize the partnership with an MOU

7. Foster ongoing communication and monitor the progress and impact

Type of Funding for Joint-Use Projects through School Districts⁵

- **~~State General Obligation Bonds:~~** These funds are voted on by the entire state. They can be directed one or several areas such as education, transportation, and parks. As of June 2008, there was \$1.3 million left from Prop. 47, \$8.2 million from Prop. 55, and 2.5 million from Prop. 1D, for a total of \$12.1 million. So not a strong prospect for us to pursue.
- **Local General Obligation Bonds:** School districts use these bond funds to match the state required contribution for school construction projects. Local bonds must be approved by 55% of the vote within the district. They are repaid using local property tax revenue. Local bonds have raised \$41 billion in the past decade.
- **Developers Fees:** School districts are allowed to levy fees on new residential, commercial, or industrial developments for school construction projects. These fees can provide a moderate amount but vary significantly by community depending on local development.
- **Special Bond Funds:** Known as “Mello-Roos” Bonds, these funds allow school districts to form special districts to sell bonds for school construction projects. These bonds require 2/3 voter approval and are paid off by the property owners in the special district. These bond funds have produced \$3.7 billion in the past 10 years.

Very little state money is available and PA isn't a strong candidate so local options are our best bet.

Potential Challenges to Joint Use⁵

- **Aligning Partnership Goals:** The long-term nature of the partnership requires parties to develop similar goals and objectives for the funding and management of the project.
- **Operations and Maintenance:** The hours of use, security, and cost maintenance should be addressed upfront to avoid confusion and misunderstandings.
- **Regulatory Constraints:** Construction projects have various levels of regulation depending on the community and the environment. The Field Act contains higher construction standards for school facilities. Therefore, if community centers and buildings are to be used by school districts, they must also comply with the Field Act. These types of differences should be reconciled among partners before the project advances.
- **Joint-Use Fund Restrictions:** Requirements set forth in SB 50 state that projects using state school construction funding must be on property owned by school districts.
- **Restrictions on Private-Public Partnerships:** There are currently limited opportunities for public-private joint use partnerships.
- **Long-Term Commitment:** School districts and their partners have stated concerns about joint-use projects and the long-term costs associated with them. Liability issues may also arise.

Major Takeaways

- Joint Use projects are being done all over in all forms
- It takes time to pull the projects together - Project of our scope...
 - 2-5 years in Ohio
 - 5-10 years in California
- Successful projects have communities that embraced them
 - Key tools used: Community surveys, Community advisory committees, community forums
- Funding comes from a variety of sources but typically the school takes the lead
 - Most successful examples have either outside funds they want to leverage or a transition in a local tax
- Significant up front work needs to be done on MOU or Joint Use Agreement to define structure of the project and the relationship of the entities involved

References

1. Joint Use School Partnerships in California: Strategies to Enhance Schools and Communities August 2008
http://citiesandschools.berkeley.edu/reports/CC&S_PHLP_2008_joint_use_with_appendices.pdf
CASE 1: OPENING SCHOOL PLAYGROUNDS TO THE COMMUNITY: THE CITY AND COUNTY OF SAN FRANCISCO AND SF UNIFIED SCHOOL DISTRICT
CASE 2: BUILDING NEW JOINT USE GYMNASIUMS: GARVEY ELEMENTARY SCHOOL DISTRICT AND THE CITY OF ROSEMEAD
CASE 3: EXPANDING CHILDCARE OPPORTUNITIES: CLOVIS UNIFIED SCHOOL DISTRICT AND STATE CENTER COMMUNITY COLLEGE DISTRICT
2. Innovative Approaches to Financing School Construction: The Feasibility of “Public-Public” Partnership February 2000
<http://www.cashnet.org/resource-center/resourcefiles/65.pdf>
3. Joint Use of Public Schools: A Framework for a New Social Contract April 2010
http://citiesandschools.berkeley.edu/reports/2010_JU_Concept_Paper.pdf
4. California's K-12 Educational Infrastructure Investments: Leveraging the State's Role for Quality School Facilities in Sustainable Communities 2012
http://citiesandschools.berkeley.edu/reports/CCS_2012_CA_K12_Edu_Infra_Exec_Sum.pdf
5. Primer on Joint Use
<http://www.cpehn.org/pdfs/Joint%20Use%20Primer%20-%20CPEHN%204-09.pdf>
6. Emeryville Center of Community Life current website
<http://www.emeryvillecenter.org/>
7. Wadsworth High School and Community Complex 2008-2012
<http://www.wadsworthcity.com/the-city/home/community-collaboration-information.html>
8. Attachment A: Joint Use Resources

LOCATION	Purpose	TYPE OF AGREEMENT
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Scripps High School San Diego, CA	The City of San Diego leased twenty-five acres to San Diego Unified School District for the development of outdoor recreation fields adjoined to Scripps High School. A joint use agreement was established for the two entities to jointly use the area, which includes illuminated softball, soccer, and multipurpose fields.	
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West Contra Costa Unified School District Richmond, CA	West Contra Costa Unified School District in the San Francisco Bay Area region has numerous joint use agreements with the many East Bay cities within its boundaries. For example, the district recently signed a new joint use agreement with the City of Richmond for the use of fields at various school sites throughout the	
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La Mesa-Spring Valley Unified School District La Mesa, CA	In this large San Diego suburb, La Mesa Park and Recreation Foundation provided the funding and the City of La Mesa's Public Works Department handled the design and construction for the expansion of a YMCA sports complex located near several schools. The Junior Seau Athletic Complex features football and soccer fields,	
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Schools as Community Hubs Pilot Project San Francisco, CA	Initiated in 2007, the Schools as Community Hubs Pilot Project is a joint use agreement between the City and County of San Francisco and San Francisco Unified School District (SFUSD). The district allows the city to unlock outdoor playground areas for open, unsupervised public use at twelve schools throughout the city	
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LA San Joaquin		
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<http://www.jointuse.org/community-4/los-angeles/>
<http://www.jointuse.org/community-4/central-valley/>
<http://www.californiaconvergence.org/>

LOCATION	Purpose	TYPE OF AGREEMENT
Poway Unified School District Poway, CA	Poway Unified School District, in a mostly rural area outside San Diego, leased land to the City of Poway for the construction of a performing arts center adjacent to Poway High School. The city and school district shared in the construction funding. A joint use agreement was established outlining the terms of use, maintenance, and operations.	
San Francisco Unified School District San Francisco, CA	Through its Student Support Services Department, San Francisco Unified School District (SFUSD) coordinates with more than 400 community-based organizations (CBOs) to provide programs and services in nearly all of the district's schools. SFUSD works to align student needs and programs offered by CBOs, many of whom are funded by the City of San Francisco's Department of Children, Youth, and Their Families. A wide range of programs are offered, including before- and after-school activities, tutoring, mental health services, English as a Second Language (ESL) training, and physical activity programs.	

LOCATION	Purpose	TYPE OF AGREEMENT
San Francisco Unified School District San Francisco, CA	Through its Student Support Services Department, San Francisco Unified School District (SFUSD) coordinates with more than 400 community-based organizations (CBOs) to provide programs and services in nearly all of the district's schools. SFUSD works to align student needs and programs offered by CBOs, many of whom are funded by the City of San Francisco's Department of Children, Youth, and Their Families. A wide range of programs are offered, including before- and after-school activities, tutoring, mental health services, English as a Second Language (ESL) training, and physical activity programs.	
City of Fresno and Local School Districts Fresno, CA	The City of Fresno's Department of Parks, After-School, Recreation, and Community Services (PARCS) provides a host of services and programs to students and community members at seventeen area elementary school sites. As the area's largest after-school program provider, PARCS contracts with local school districts to provide enrichment program elements for schools receiving After-School Education and Safety (ASES) grant funds which support activities such as art concepts, nutritional education, leadership training, sports and fitness.	
Los Angeles Youth Center Los Angeles, CA	Los Angeles Unified School District (LAUSD) and the Watts/Willowbrook Boys & Girls Club partnered to establish a youth center at Markham Middle School that is dedicated to youth development programming. The center hosts after- school programs, creative workshops, and collaborates with other local organizations. Obtaining additional funding from the City Attorney's Office the partnership was formed, in part, to provide a safe supervised place for youth activities. LAUSD is working to expand the center and include a more comprehensive set of services, such as mental health support, job training, after-school enrichment.	

LOCATION	Purpose	TYPE OF AGREEMENT
Santa Clara County	Education District shall establish and maintain educational programs, including but not limited to regional occupational, adult education, fee based classes, and high school programs, which provide academic, vocational, and recreational instruction for students in the Participating District's communities.	Metropolitan Education District - MetroED 1.1 Parties To This Agreement * Campbell Union High School District; * East Side Union High School District; * Los Gatos-Saratoga Joint Union High School District; * Milpitas Unified School District; * San Jose Unified School District; and * Santa Clara Unified School District.
Beverly Hills,CA	Through the JPA, the City provides funding to the Beverly Hills Unified School District (BHUSD) for a variety of programs and services. In return, residents have access to a wide array of educational and recreational facilities that would otherwise not be available for City programs and services. The agreement includes athletic fields, courts and equipment; theaters and auditoriums; the district's five libraries; and the swimming pool for summer aquatics programs. In addition, the agreement includes janitorial services for City programs, exchange of Cable TV programming between the City and the high school and use of school facilities for emergency exercises.	The four-year agreement grants City funding of more than \$39 million to the schools in exchange for the use of the school district's many facilities. The City and the district have benefited from this partnership for more than 30 years.

San Francisco Unified School District | San Francisco, CA Through its Student Support Services Department, San Francisco Unified School District (SFUSD) coordinates with more than 400 community-based organizations (CBOs) to provide programs and services in nearly all of the district's schools. SFUSD works to align student needs and programs offered by CBOs, many of whom are funded by the City of San Francisco's Department of Children, Youth, and Their Families. A wide range of programs are offered, including before- and after-school activities, tutoring, mental health services, English as a Second Language (ESL) training, and physical activity programs.

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<http://www.metroed.net/jpa.html>

<http://www.beverlyhills.org/cbhfiles/storage/files/filebank/10019--JPA2012FINAL.pdf>

CCAC Finance Committee Report #4

Funding Options

1. Overview

This report summarizes funding options for the Palo Alto Unified School District (District) and the City of Palo Alto (City). Funding mechanisms are reviewed that are commonly used by the City and District along with a few others that might be potentials for future use. This is not a comprehensive review of all possible funding mechanisms. Three scenarios for the future of Cubberley facilities are proposed.

Funding mechanisms are methods used to generate revenue streams and/or raise capital. The use of the revenue and duration of the mechanism is determined at the time the mechanism is created and, in most cases, must be approved by voters. Income from the funding mechanisms can be used in basically two ways:

1) Ongoing revenue streams may be used directly to augment an operating budget or pay for supplemental services. Common funding mechanism examples of this type include parcel tax, property tax, utility taxes, etc.

2) Bonds are issued to raise large amounts of capital. In this case a new or existing revenue stream is designated to repay the bonds. Various restrictions apply. In most cases, capital raised is used for new development or capital improvements. Rule of thumb is that \$1m/year of revenue for 30 years generates between \$10m to \$15m of borrowed capital depending on prevailing interest rates. The most commonly used bonds for the City and District are General Obligation Bonds.

2. Funding Mechanisms used by City & District

2.1 Parcel Tax

A parcel tax is a fixed annual tax per parcel of real property that generates an ongoing revenue stream. It requires a 2/3 voter approval. The duration of the tax varies, generally 5-20 years, and renewals can be approved by voters.

District Parcel Tax History:

2001 - Parcel tax \$493 approved 75% generated \$5.5m/year, expired 2011

2010 - Parcel tax \$589 approved 79% generates \$11.9/year expires 2016 (escalates 2% per year)

City Parcel Tax History:

There is currently no parcel tax collected by the city.

2.2 Utility Users Tax

A utility tax is a fixed percentage fee levied on city resident's utility or telephone bills. It requires a 50% voter approval. The duration is determined at the time of approval.

District History:

There is currently no Utility Users Tax collected by the District.

City Utility User Tax History:

1989 - Utility Users Tax of 5% approved over 50% generates \$11m/year, no expiration

2.3 General Obligation Bonds

A general obligation bond (GOB) is a funding mechanism whose revenue stream is a property tax fee per \$100,000 of assessed property value. The tax time frame can be anywhere up to 40 years. Historically it has been 30 years. A GOB generates revenue that can only be used for capital improvements. GOB requires a 55% voter approval for school districts and 2/3 voter approval for cities.

District Bond History:

1995 - "Building for Excellence" - \$143m bond, tax rate of \$35/\$100,000 expires in 2024.

2008 - "Strong Schools" - \$378m bond passed with tax rate of \$44.50/\$100,000 expires 2037

2012 - "Strong Schools" increase to \$60/\$100,000 due to recession to retain 30 year repayment

City Bond History:

2008 - "Measure N" - \$78m bond passed with tax rate up to \$28.74/\$100,000 expires 2037

3. Other Funding Mechanisms for Consideration

3.1 Business License Tax

Tax levied on businesses to generate a revenue stream. Available to City. Majority voter approval required. In 2009 a ballot measure proposition by the city to tax businesses was defeated.

3.2 Sales Tax

Tax levied on sales revenue to generate a revenue stream. Available to City in 1/8% increments. Current restrictions limit maximum of 1% available to City. Majority voter approval required.

3.3 Mello-Roos Community Facilities District (CFD) Bonds

A Mello-Roos CFD is formed for a specific community need and requires the formation of a "territory". The territory can be any size, including a whole city, as long as all members benefit from the project funded by the bond. Debt repayment is from revenue collected as a property tax fee per \$100,000 of assessed property long term (generally 30 years). The bonds generate capital that can be used for capital improvements and services. A CFD requires a two thirds vote of residents or property owners in the district.

3.4 Certificates of Participation Bond

A Certificate of Participation bond is a general credit of the issuing entity. It is not necessarily backed by a particular revenue source, but a new revenue source or reallocation of existing resources is necessary to support the cost of COP debt. A COP also requires the use of an existing asset as collateral for the debt.

3.5 Utility Revenue Bonds

A Utility Revenue Bond is repaid through Utility rates or charges to customers. Revenue streams from utilities cannot be used to fund General Fund operations or capital improvements.

3.6 Private Funding

Revenue sources may be available from private sources who are interested in participating in city improvements. These could be in the form of private financing, contributions, or participatory funding for joint use.

4. Cubberley Funding Scenarios

Given that no specific plan is in place for the Cubberley Facility and the only "known" requirement is that the District may need it in 10-15 years, planning options are wide open. Three scenarios with possible funding options are presented here for consideration.

4.1 No Development at Facility - Use Cubberley "As-Is"

Option 1 assumes that the City continues the Covenant Not to Develop and Lease for 10 years. After 10 years, the agreement terminates and the District can reopen the high school in the existing facilities. The City and District would have to renegotiate the use of the existing 8 acre parcel owned by the City on which a majority of the classroom space is located. Today the Cubberley Facility rental income covers its operating costs and routine maintenance so those costs are not considered a funding need over the next 10 years, although the loss of the Foothill lease around 2015 may be problematic. Downside is that after 10 years, no community services would be provided by the City at the Cubberley facility and would have to be relocated.

The District is aware and has stated that the Cubberley facility is not up to par with the other two existing high schools, Palo Alto and Gunn. Cubberley would have to be renovated and building(s) added to bring it up to par. That effort would cost at least \$100m as estimated in the table below. In addition, over the next 20 years Palo Alto and Gunn high schools are likely to be upgraded and the corresponding upgrades to Cubberley are not included here.

OPTION 1: No Change to Cubberley

Years	Need	Responsible Party	Funds Required	Funding Options
0-10	Capital Improvements	City	\$12.3m	Include in 2014 bond
10+	Capital Improvements	District	\$6.3m	Increase parcel tax and use on a "pay as you go basis" meaning accumulation of funds to build a project instead of creating debt - OR- issue new District General Obligation Bonds.
	*Renovations in preparation for school use of 175,000 sq. ft	District	\$30.6 m	
	**New construction of 85,000 sq. ft.	District	\$42.5 m	
	***Purchase/lease 8 acres from city	District	\$18-22 m	
	Relocation of community services which includes new playing fields	City	?????????	Based on the City's solution for relocating services, funds must be raised accordingly.

* existing 175,000 sq. ft. @ \$175/sq. ft. , estimated renovation factor

** average of PA and Gunn High School size is 260,000 sq. ft., assuming Cubberley needs to be the same size requires building an additional 85,000 sq. ft. at \$500/sq. ft., site would need at least a new science building.

*** Based on an appraisal the City obtained in 2007 for the City's 8 acres

4.2 Phased Re-Development - City 8 Acres First, District 27 Acres Later

Option 2 assumes that the City continues the Covenant Not to Develop and Lease for 5 years. In the meantime the City and District develop a Memo of Understanding (MOU) to develop joint use facilities on the Cubberley location. In the following 5-10 years, the City builds a Community Center with joint use in mind. After 10-15 years, the District rebuilds the high school. Costs are based on the \$200m construction estimate provided by the architects and based on acreage, split accordingly.

OPTION 2: Phased Re-development

Years	Need	Responsible Party	Funds Required	Funding Options
0-5	Capital Improvements	City	\$6m	Include in 2014 bond measure
5-10	Community Center (with joint use MOU)	City	\$50 -100m	Include in 2014 GO bond measure - or - Certificate of Participation Bond through the use or increase of the Utility Users Tax, local business license tax, or sales tax.
10+	High School (with joint use MOU)	District	\$100 -150m	PAUSD General Obligation Bond in 2024 when "Building for Excellence" bond expires

4.3 One Time Re-Development - 35 acres at once

Option 3 assumes that the City continues the Covenant Not to Develop and Lease for 5 or 10 years. In the meantime the City and District develop a Memo of Understanding (MOU) to develop joint use facilities on the Cubberley location. After 5 or 10 years, the City and District together build a Community Center and High School with joint use in mind. Costs are based on the \$200m construction estimate provided by the architects.

If the City and District are collaborating on design, construction, and joint use, funding scenarios are much more flexible. There seems to be some precedent in California that funds raised by schools through general obligation bonds can be used to build joint use facilities including child care, libraries, gymnasiums, fields, and performing and visual arts buildings. Therefore it is perhaps the case that bonds can be issued by the District for capital improvements to build most of the community center uses. The source of additional revenue streams needs to be investigated to support the needs not met by the District general obligation bonds.

OPTION 3: One-Time Re-development

Years	Need	Responsible Party	Funds Required	Funding Options
0-5	Capital Improvements	City	\$6m	Include in 2014 bond measure
5-10	Community Center and High School (with joint use MOU)	City & District	\$200-300m	District General Obligation Bonds and other revenue sources TBD.

5. References

California Debt Issuance Primer

<http://www.treasurer.ca.gov/cdiac/debtpubs/handbook.pdf>

Partnership for Joint Use, Research Report by Jeffrey M. Vincent

http://media.cefpi.org/CCS_Partnerships.pdf

Appendix A: Funding Options (Financing Mechanisms)

Financing Vehicle/Instrument to Issue Bonds	Description	GME Requirement (Nov. 2012)	Vote Requirement	Comments
General Obligation (GO) Bond*	Property Tax based on % of assessed value	No	2/3	See accompanying chart for list of upcoming regular and mailed ballot election dates.
Certificates of Participation (COPs)	Similar to Revenue Bonds	No	N/A	Must have identified revenue stream for repayment e.g. new tax such as Business License Tax or increase in current tax such as sales tax.
Utility Revenue Bonds	Repaid from Utility Rates	No	N/A	Must have identified revenue stream for repayment. Utility bonds cannot be used to fund General Fund operations.
Mello-Roos District Bonds*	Special Tax Levy	No	2/3	Special Tax Levy used to repay bonds.

* Note that GO and Mello-Roos bonds can be thought of as “revenue raising” instruments in that their approval by voters implements taxes to repay bond holders.

Appendix B: Funding Options (New or Increased Taxes)

New or Increased Taxes to Support Financing Vehicles (e.g., COPs)	Description	GME Requirement (Nov. 2014)	Vote Requirement	Comments
Business License tax	Tax on businesses	Yes*	Majority	
3/8¢ Sales Tax	General Tax	Yes*	Majority	<ul style="list-style-type: none"> ▪ Must be voted on at GME ▪ Currently, there is a 1.0% transactions and use tax in Santa Clara County. The cap on these taxes is 2%. (R&T 7251.1). Therefore PA has the capacity to impose a tax of up to 1%. Note these taxes may be imposed only in multiples of 1/8%.
Utility Users Tax	Tax on utility charges	Yes*	Majority	
Parcel Tax (See comment)	Property tax based on flat rate per parcel	No	2/3	<ul style="list-style-type: none"> ▪ Parcel tax cannot be pledged toward bond payments. Can be used to support programs and operating expenses.

*General taxes can be coupled with an advisory measure expressing voters' preference that tax be used for particular purpose. If the ballot language itself expressly limits use of tax to infrastructure or other specific uses, it becomes a Special Tax. Special taxes require a 2/3 vote, but need not be placed on a GME ballot.

Appendix C: Comparison of GOB, Mello-Roos, and Parcel Taxes

Separate document attached provided by Jones Hall dated September 2012.

COMPARISON OF GENERAL OBLIGATION BONDS, MELLO-ROOS AND PARCEL TAXES FOR CITIES

<u>Characteristics</u>	<u>General Obligation Bonds</u>	<u>Mello-Roos CFDs*</u>	<u>Parcel Tax</u>
Vote Required?	Yes.	Yes.	Yes.
Minimum Affirmative Votes	Two-thirds of votes cast.	Two-thirds of votes cast.	Two-thirds of votes cast.
Qualified Electors	Registered voters residing in city.	Registered voters in district, if 12 or more voters reside in district. If fewer than 12 registered voters reside in district, vote is of landowners, one vote per acre.	Registered voters residing in city.
Boundary of Area to be Taxed	City.	Territory of district, as defined by city council. District could be entire city or a portion of city, including non-contiguous areas.	City.
Basis of Tax	Assessed value of property.	Any reasonable method <i>except</i> assessed value.	Fixed annual tax amount per parcel, which may escalate annually.
Method of Tax Collection	Annual property tax bill.	Annual property tax bill or direct billing.	Annual property tax bill.
Can Seniors be Exempt from Tax?	No.	Yes.	Yes, so long as there is a rational basis for the exemption.
Typical Use of Technique	Finance capital improvements.	Finance capital improvements and certain annual services.	Augment operating budget or pay for supplemental services.

* Community Facilities Districts

COMPARISON OF GENERAL OBLIGATION BONDS, MELLO-ROOS AND PARCEL TAXES FOR CITIES

<u>Characteristics</u>	<u>General Obligation Bonds</u>	<u>Mello-Roos CFDs*</u>	<u>Parcel Tax</u>
Facilities Eligible for Financing	Purchase or improvement of real property (purchase of land or construction of buildings).	Any facility with useful life of five years or more (including furnishings and vehicles).	Any purpose specified in the ballot, without limitation.
Can Furnishings and Equipment be Financed?	No.	Yes, provided the equipment has a useful life of five years or longer.	Yes, without limitation.
Can Tax Revenues be Used for Purposes Other than Debt Service on Bonds?	No.	Yes. Pay-as-you-go capital costs, administrative expenses, and limited services (set forth in the Act).	Yes. Any purposes authorized in the ballot measure, including operating expenses.
Are Operating Expenses Eligible for Financing with Tax?	No.	Certain municipal services, including police, fire, storm drainage, park, recreation, library, and hazardous waste removal services. Also, annual cost of administering the bonds and the district.	Yes. Most common use of parcel taxes is to supplement operating revenues to maintain current service level or improve level of service.
Separate Authority Required to Issue Bonds?	No.	No.	Yes. Typically, general fund lease revenue bonds or COPs authorized by city council, and proceeds of parcel tax levy "reimburses" the general fund.
Type of Bond Sale	Competitive sale only, unless charter city.	Negotiated or competitive sale.	Negotiated or competitive sale, depending on separate bonding authority used.

COMPARISON OF GENERAL OBLIGATION BONDS, MELLO-ROOS AND PARCEL TAXES FOR CITIES

<u>Characteristics</u>	<u>General Obligation Bonds</u>	<u>Mello-Roos CFDs*</u>	<u>Parcel Tax</u>
Debt Limit	Amount of bonds outstanding at any time cannot exceed 15% of total assessed value.	Value of property in the district subject to special tax must be at least three times the amount of outstanding bonds. Under certain conditions, the city council can approve an amount of bonds exceeding this limit.	No limitation for COPs or lease revenue bonds.
Bond Security	City's unrestricted ability to raise property taxes to meet debt service requirements. Property tax is a lien on property. County has authority to foreclose on lien for payment of delinquent taxes.	Special taxes levied and secured by a lien on property. City has authority to initiate accelerated foreclosure on property for payment of delinquent taxes, so long as bonds have been issued by the district.	City's general fund. There is no State law authority to pledge proceeds of parcel taxes to the payment of debt services.
Maximum Term of Tax Levy	As long as necessary to repay bonds authorized by voters.	As long as necessary to repay bonds or to pay directly for facilities authorized by voters. Final year of tax must be specified.	As specified in the ballot measure.
Maximum Term of Bonds	Up to 40 years.	Up to 40 years.	Generally, up to useful life of facility being financed.

COMPARISON OF GENERAL OBLIGATION BONDS, MELLO-ROOS AND PARCEL TAXES FOR CITIES

<u>Characteristics</u>	<u>General Obligation Bonds</u>	<u>Mello-Roos CFDs*</u>	<u>Parcel Tax</u>
Election Date	Statewide Election Dates*	Statewide Election Dates* or a special election on a date specified by the city council to occur between 90 days and 180 days following the adoption of the Resolution of Formation for the district.	Statewide Election Dates*

* Election Code Section 1001

COMPARISON OF GENERAL OBLIGATION BONDS, MELLO-ROOS AND PARCEL TAXES FOR CITIES

<u>Characteristics</u>	<u>General Obligation Bonds</u>	<u>Mello-Roos CFDs*</u>	<u>Parcel Tax</u>
Advantages	<ul style="list-style-type: none"> • Simple method of taxation. • Familiar to voters. • Less time required to develop financing plan and put before voters. • Lower cost financing (lower bond interest rates and bond issuance costs). • If city has a large commercial property tax base, a large portion of tax burden could be borne by non-residential property. 	<ul style="list-style-type: none"> • Flexibility in determining tax rate and method of apportioning tax. • Finance facilities with bonds or directly by pay-as-you-go. • Wide range of items eligible for bond financing, including facilities, furnishings, and equipment. • Can be used to pay for many annual, recurring services. • Ability to tailor tax and area to be taxed in a manner to enhance voter approval. • Provision for landowner vote if CFD has fewer than 12 registered voters. 	<ul style="list-style-type: none"> • Simple method of taxation. • No limitation on use of tax proceeds. • Can be used for facilities and annual service expenditures.

COMPARISON OF GENERAL OBLIGATION BONDS, MELLO-ROOS AND PARCEL TAXES FOR CITIES

<u>Characteristics</u>	<u>General Obligation Bonds</u>	<u>Mello-Roos CFDs*</u>	<u>Parcel Tax</u>
Disadvantages	<ul style="list-style-type: none"> • Citywide vote and supermajority approval required. • Facilities eligible for bond financing are limited to real property improvements, such as the purchase of land and construction of buildings. • Assessed value method of taxation spreads tax burden on basis of property value rather than by direct benefits received from facilities constructed with bond proceeds. • All property owners in city pay additional tax. • Bond financing technique only, no ability for pay-as-you-go. 	<ul style="list-style-type: none"> • Supermajority vote required. • More time required to develop financing plan and put before voters. • Higher cost financing (higher bond interest rates and bond issuance costs). • Unfamiliar to voters. • More complex method of taxation. • Higher district formation costs and annual administration costs (need to hire a separate consultant). 	<ul style="list-style-type: none"> • Citywide vote and supermajority approval required. • Must have periodic elections to renew appropriations limit if used for operating expenses. • No independent authority to issue bonds—separate authority needed.

CCAC Finance Committee Report #5

Joint Powers Agencies/Authorities

There are a number of options for the financing and operating of a joint use facility on the Cubberley campus. One of those options is to create a Joint Powers Agency or Authority.

A Joint Powers Agency (JPA) is an entity authorized to be created under Section 6500 of the California State Government Code (the “Joint Powers Law”) whereby two or more public entities can operate collectively. “Joint Powers” is a term used to describe governmental agencies that have agreed to combine their powers and resources to work on solving their common problems.

Joint powers are exercised when the public officials of two or more agencies agree to create another legal entity or establish a joint approach to work on a common problem, fund a project or act as a representative body for a specific activity.

The initials JPA can mean two different things. The first is Joint Powers Agreement, which is a formal, legal agreement between two or more agencies that want to jointly implement programs, build facilities or deliver services. Governmental agencies are called member agencies. One member agency agrees to be responsible for delivery of service on behalf of the other(s). A Joint Powers Agreement has no specified term but rather may be short-term, long-term or perpetual.

The second use of the initials is for Joint Powers Agency or Joint Powers Authority. In this case, the Joint Powers Law is used to establish a new, separate governmental organization created by its member agencies, but operating at the members’ direction. Typically, the JPA has numbers of officials from the member agencies on its governing board.

In the second case, the JPA is distinct from its member agencies. It has its own board of directors. Once created, the JPA has two types of powers: 1) it has the powers common to the member agencies which created it; and 2) it has the powers conferred on it by the California Legislature under Article 4 of the Joint Powers Law, including the power to issue bonds for public capital improvements. The term, membership and standing orders of the board of the JPA must be specified in the agreement. The JPA may employ staff and establish policies independent of the constituent agencies.

A JPA can be formed by action of the governing boards of the participating agencies; there is no public election needed.

JPA’s can be formed specifically to arrange capital financing by selling bonds. The bonds create the capital needed to finance construction of public facilities. In some instances the agency can issue revenue bonds which do not require a vote of the

electorate. It is unclear whether a future Cubberley project would generate enough revenue to be able to qualify to issue this kind of debt. It would be more likely that the improvements would need to be funded by the issuance of General Obligation bonds issued by either the school district or the City (not by the JPA) which in either case would require a public vote. Another alternative would be for the JPA to issue lease revenue bonds. These bonds are similar to Certificates of Participation in that each member of the JPA would be required to identify a new revenue stream or existing resources to pay for the bonds. Lease Revenue bonds are bonds where the proceeds are used to build or improve real property and where the property to be acquired or improved (and in the case of an asset transfer, an unrelated piece of real property) is leased to one or more member agencies. The payments to be made by the member agencies under the Lease create a stream of revenue that serves as the security for the JPA's Bonds.

Advantages and Disadvantages of a JPA:

Advantages:

- JPA's are flexible and easy to form
- JPA's may be more efficient than separate governments
- JPA's have powers which are different from those of the school district and City, and those powers may be used to finance the construction of facilities; and purchase of equipment/
- A JPA for Cubberley would cover the entire area that would benefit from the construction and operation of a joint use facility
- A JPA for Cubberley might help attract either private capital or grants because it would show both agencies' commitment to work together on a shared facility

Disadvantages:

- JPA's require mutual trust
- JPA's can be hard to keep together for the long-term
- JPA's can be hard for the public to understand and may be perceived as another layer of government

Resources:

California State Legislature, Senate Local Government Committee, Governments Working Together, A Citizens Guide to Joint Powers Agreements, August 2007

Section 6500 of the California State Government Code

Cubberley Community Advisory Committee Report



education



child care



dance

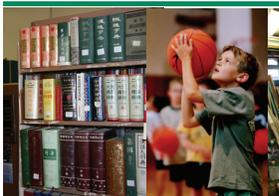


seniors



softball

Volume 3 Background and History



culture



b'ball



art



meetings



music



theater

soccer

35 acres.

**The last large piece of publicly owned land in Palo Alto.
What will its future be?**



CUBBERLEY
COMMUNITY CENTER

VOLUME 3

Background and History

Contents

Background Information
*from Meeting No. 1 June 1, 2012,
dated September 1, 2011*

CCAC Guiding Principles & CMR
City Council meeting: May 14, 2012

Record of Meetings

Background Information
from Meeting No. 1 June 1, 2012,
dated September 1, 2011

City of Palo Alto



Cubberley Community Center Background Information

September 1, 2011

Table of Contents

1. June 16, 2010 Cubberley Site Discussion Power Point Presentation
2. June 27, 2011 Cubberley Site Discussion Power Point Presentation
3. Foothill-De Anza College Letter of Interest
4. Cubberley Community Center Lease and Covenant Not To Develop

1

June 16, 2010 Cubberley Site Discussion Power Point Presentation



CUBBERLEY SITE DISCUSSION

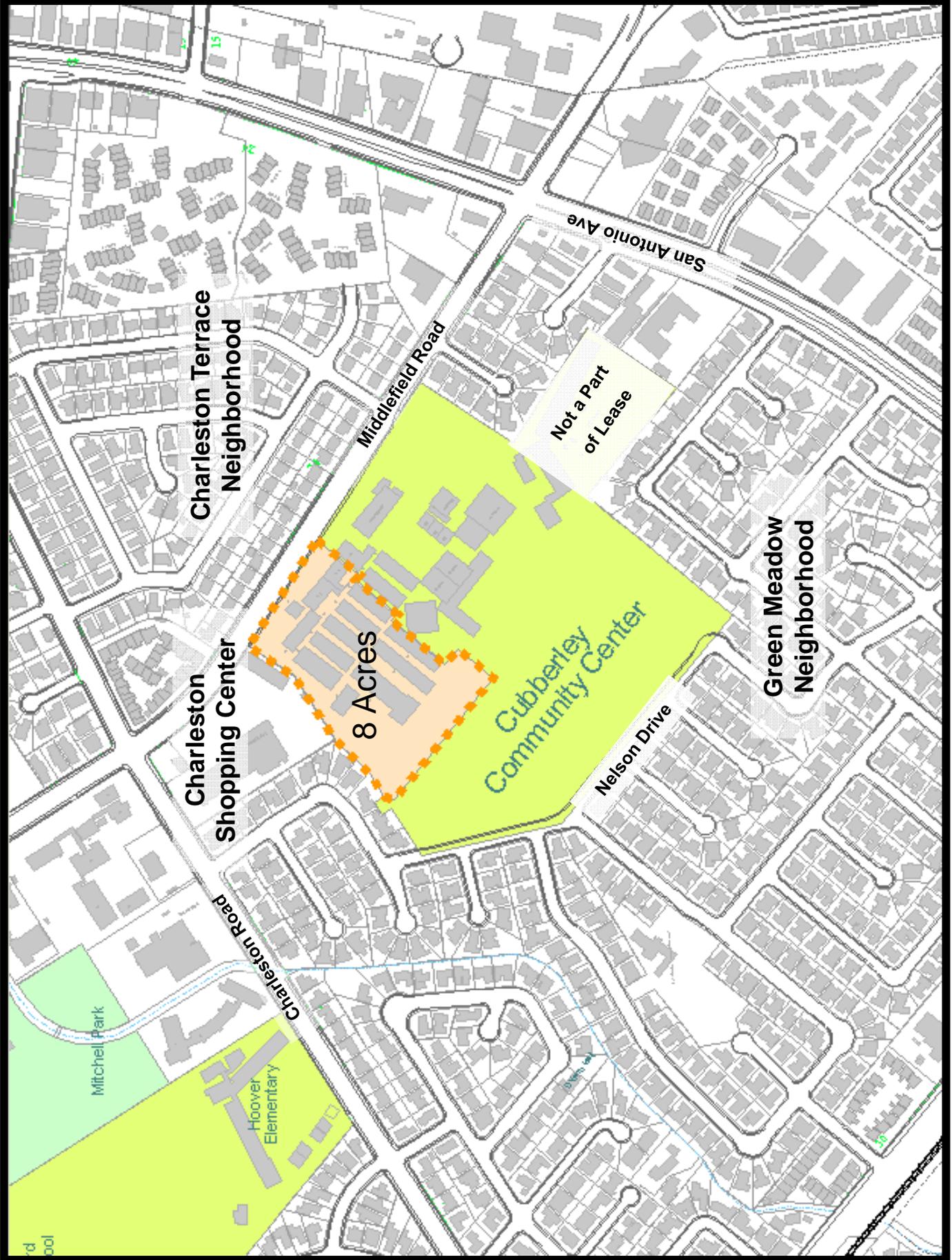
June 16, 2010



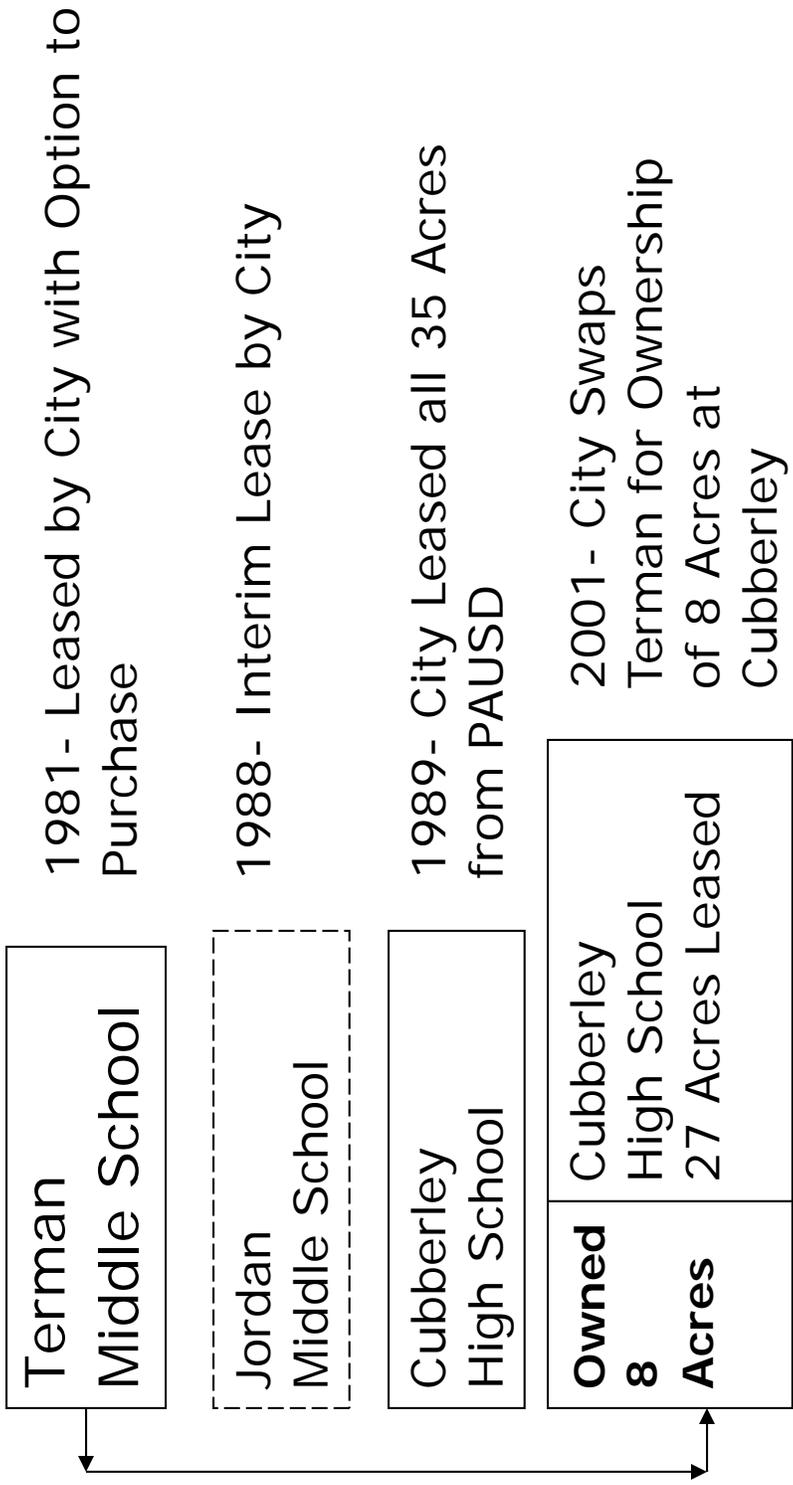
CITY/PAUSD

School Site Chronology

- Cubberley School Site Built 1955
- Cubberley site closed due to declining enrollment
PAUSD leases site to various tenants, including Foothill College 1979
- City acquires Terman School site through
20 yr lease to purchase agreement 1981
- City enters into interim lease for Jordan School 1988
- City enters into Covenant not to Develop
and Lease of Cubberley School 1989
- PAUSD requests to purchase back remaining Terman School Site
from City 1999
- Four-Party MOU approved by Council for Terman –
(including swap of Cubberley/Terman 7.93 acres) 2001
- **FOOTHILL OFFER TO PURCHASE:**
Foothill/DeAnza:
 - 1st Request 2007
 - 2nd Request
letter of intent 11/3/09



CITY/PAUSD Lease History





Cubberley Statistics

- **35 Total Acres**
 - **27 Acres School District**
 - **8 Acres City**
- **175, 540 sq.ft. Building**
 - **94,402 School District**
 - **76,138 City**
- **750 Parking Spaces**
 - **620 School District**
 - **130 City**

Community Groups and Tenants

Not including hourly renters

Foothill

Artist Studios (23)

L. Anderson, L. Bouchard, U. Delarios, K. Edwards, M. Fletcher, P. Foley, L. Gass, M. Gavish, B. Gunther, P. Hannawy, A. Hibbs, I. Infante, S. Ingle, M. Lettieri, S. Kiser, M. Lobo, A. McMillan, J. Nelson-Gal, M. Paulker, N. Raggio, C. Sullivan, N. White, C. Velazquez

Dance Studios (3)

- Dance Action, Dance Connection, Zohar

Schools (2)

- Acme Education, Palo Alto Preparatory

Childcare (2)

- Childrens Preschool Center, Good Neighbor Montessori

Nonprofit Community Organizations (4)

- Hua Kuang Reading Room, Adolescent Counseling Services, Wildlife Rescue, Friends of the Palo Alto Library



Lease Terms and Options

- 15 Years (1989-2004) -Initial Term
- 10 Years (2004-2014)* -1st Option
- 5 Years (2014-2019) - 2nd Option
- 5 Years (2019-2024) - 3rd Option

***Notice to Extend due to District by
12/31/2013**



City Financial Constraints

- Multi-year budget gaps
- Restricted revenue growth
- Challenge on city raising new revenues (Business License tax ballot measure defeated in 2009)
- Rising expenditures
- Significant infrastructure funding deficit



Cubberley Capital Improvements and Investment Requirements

- FY 1996-2009 \$6,750,000

Minimum Maintenance:

- FY 2010 – 2015 \$8,000,000

(Since 1989, City has paid \$113 million in Lease & Covenant payments)

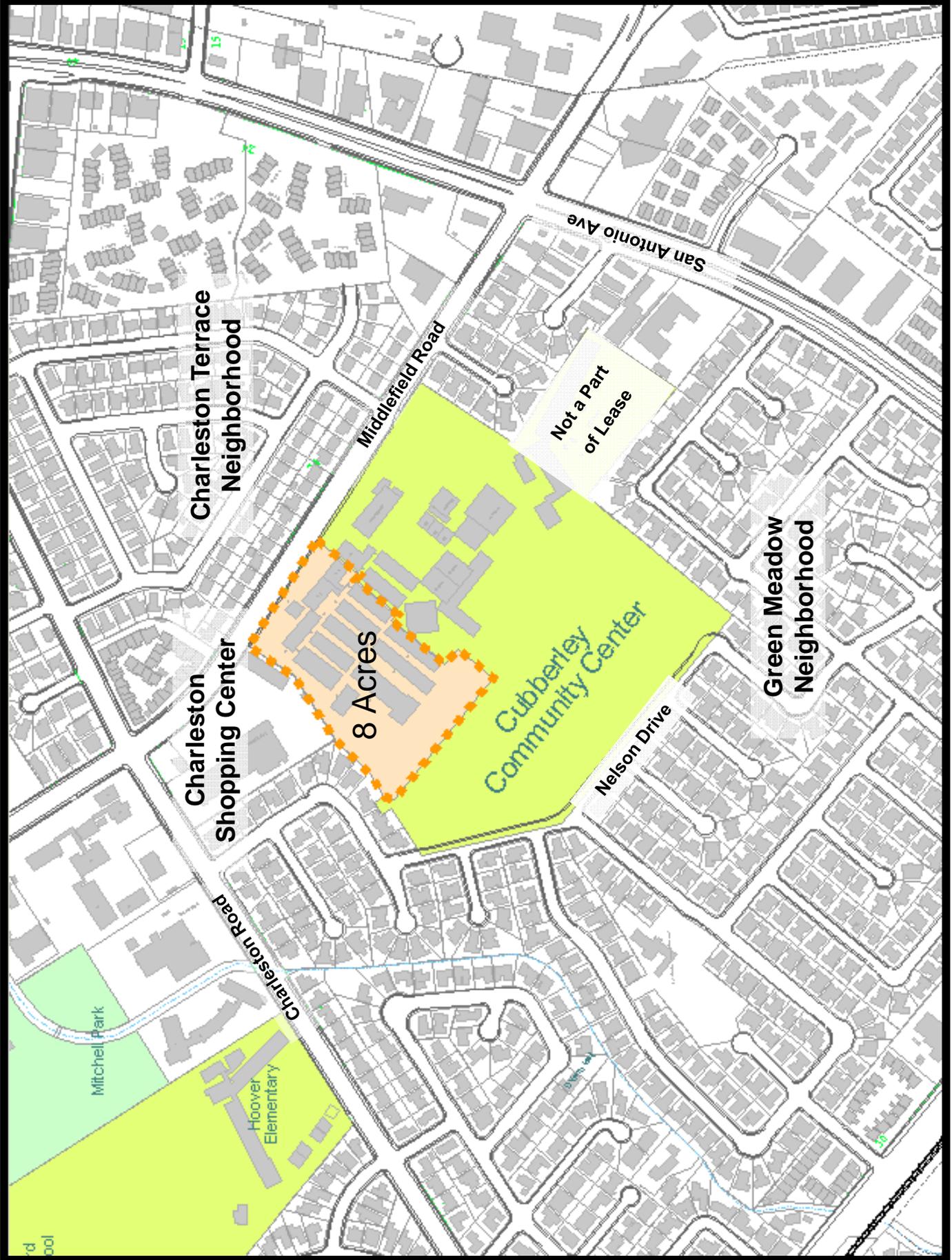
2

June 27, 2011 Cubberley Site Discussion Power Point Presentation



CUBBERLEY SITE DISCUSSION

June 27, 2011



Charleston Terrace Neighborhood

Charleston Shopping Center

Green Meadow Neighborhood

Not a Part of Lease

8 Acres

Cubberley Community Center

Mitchell Park

Hoover Elementary

San Antonio Ave

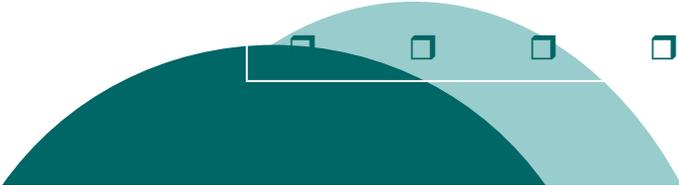
Middlefield Road

Nelson Drive

Charleston Road

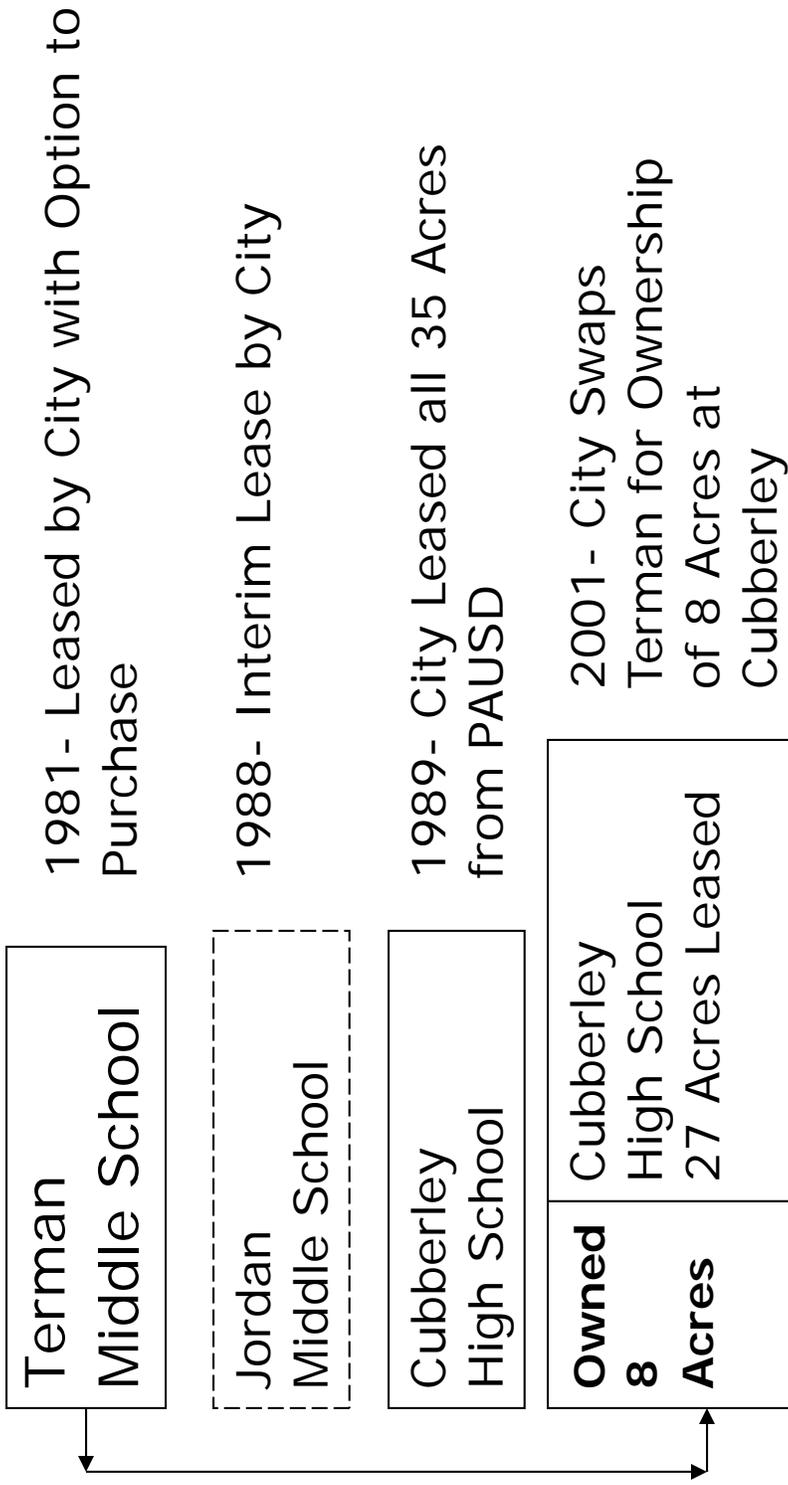
CITY/PAUSD

School Site Chronology

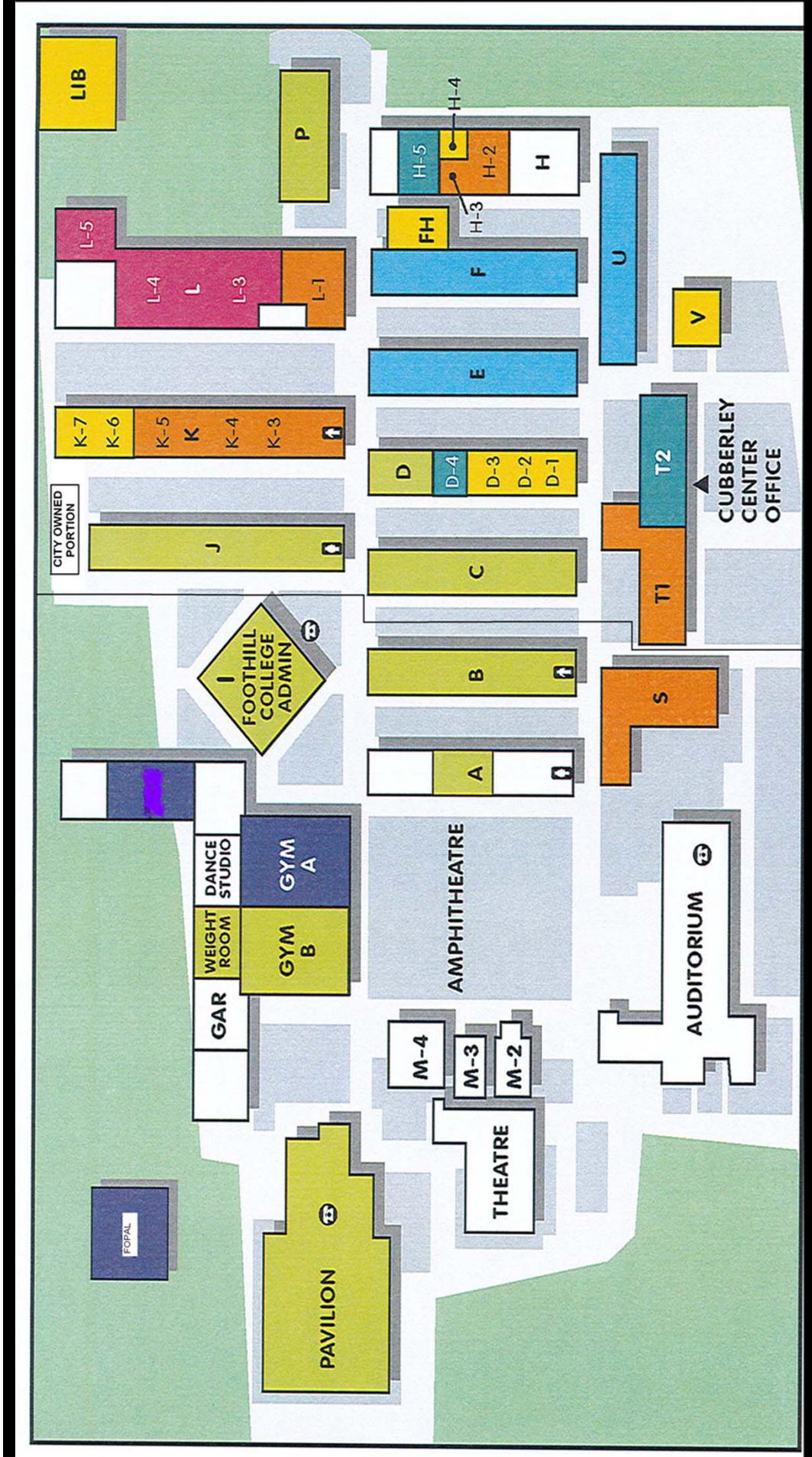


<input type="checkbox"/> Cubberley School Site Built	1955
<input type="checkbox"/> Cubberley site closed leased including FHDA	1979
<input type="checkbox"/> City acquires Terman School (20 yr lease to purchase)	1981
<input type="checkbox"/> Covenant not to Develop and Cubberley lease	1989
<input type="checkbox"/> PAUSD requests to purchase Terman from City	1999
<input type="checkbox"/> Council Approves Cubberley swap (7.93 acres)	2001
<input type="checkbox"/> Foothill Offer to Purchase	
1 st Request	2007
2 nd Request	2009
Request for Offers	2011

CITY/PAUSD Lease History



TENANTS AND USER GROUPS



ARTIST STUDIOS

SCHOOLS

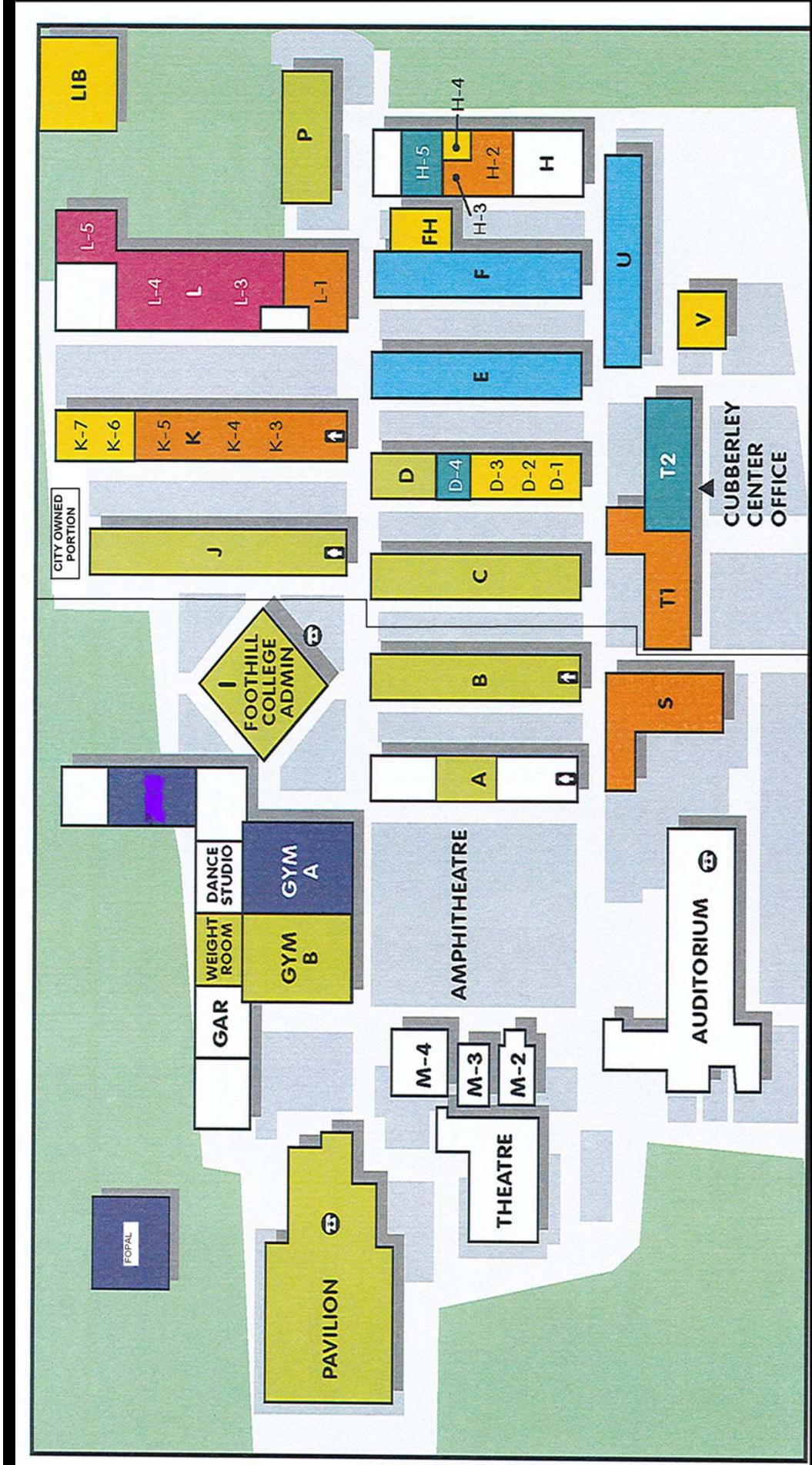
DANCE

FOOTHILL COLLEGE

COMMUNITY ORGANIZATIONS

CITY OF PALO ALTO

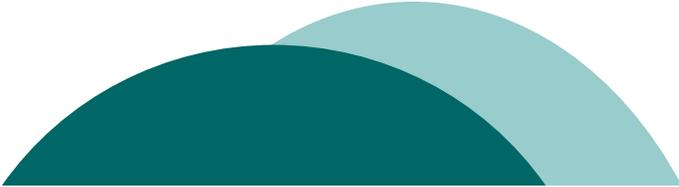
FOOTHILL SQUARE FOOTAGE USE



FOOTHILL COLLEGE

21,170 SQ.FT./PAUSD OWNED

18,493 SQ.FT./CITY OWNED



Cubberley Statistics

- **35 Total Acres**
 - **27 Acres PAUSD**
 - **8 Acres City**
- **175, 540 sq.ft. Building**
 - **94,402 (FH occupies 21,170) 27 ac**
 - **76,138 (FH occupies 18,493) 8 ac**
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Hua Kuang Reading Room, Wildlife Rescue, Friends of the Palo Alto Library



Cubberley Tenants

USE	SQ. FT	RENT/SQ	RENT ANNUAL
Foothill	39,672	\$1.96	\$933 K
Non Profit			
FOPAL	1,700	\$0.65	\$13K
Hua Kuang	672	\$1.11	\$8,900
PA Prep	2,496	\$1.79	\$54K
Wildlife Rescue	1,565	0	0
Preschool	8,772	\$0.24	\$26K
Dance Visions	3,130	\$1.11	\$41K
Zohar	3,740	\$1.16	\$52K



Cubberley Tenants (cont)

USE	SQ. FT	RENT/SQ	RENT ANNUAL
For Profit			
ACME Ed.	3,910	\$1.72	\$81K
Cal Law Rev.	800	\$2.08	\$20K
Dance Connection	3,060	\$1.69	\$62K
Montessori	3,010	\$1.78	\$64K
Artists	12,395	PA Resident \$0.67 Non Res \$0.72	\$94K



Revenue Summary

Foothill- DeAnza	\$0.93M
Property Rental (Artists/ Non Profits, etc)	\$0.52M (\$0.42M from City's 8ac excluding FH)
Hourly Rental (Events, etc)	\$1.02M
City Office Rental	\$0.07M
Total Revenue	\$2.54M



Expense Summary

Lease Management and Maintenance	\$0.44M
Non Maintenance Operating Expenses	\$1.77M
Total City Annual Expenses	\$2.21M



Cubberley Capital Improvements and Annual Maintenance

- o Planned CIP's and Deferred Maintenance

2012-2016

\$10,200,000

2017-2036

\$6,500,000

Total

\$16,700,000

Annual Routine Maintenance

\$332,000



Lease Terms and Options

- 15 Years (1989-2004) -Initial Term
- 10 Years (2004-2014)* -1st Option
- 5 Years (2014-2019) - 2nd Option
- 5 Years (2019-2024) - 3rd Option

***Notice to Extend due to District by
12/31/2013**



2011 Projected Payments to PAUSD

Cubberley Lease	\$4.48M
Covenant	\$1.73M
Child Care Sites	\$0.60M
Utilities	\$0.52M
Total	\$7.33M



Key Issues

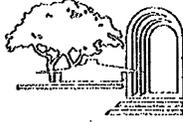
- Sell or Lease? Maintain maximum flexibility
- Relocation Issues
- Parking—on-site Phase 1/shared Phase 2
- Foothill as a service provider and synergy with other educational and community services
- Loss in Foothill revenue and substantial infrastructure obligations
- Status of community uses if Lease is not extended
- Foothill Schedule including construction
- Zoning—agreement to City land use oversight



Questions/ Comments

3

Foothill-De Anza College Letter of Interest



**FOOTHILL-DE ANZA
Community College District**

12345 El Monte Road
Los Altos Hills, CA 94022
Tel 650.949.6200 Fax 650.949.1648

November 3, 2009

Ms. Martha Miller, Director of Real Property
Real Estate Division
City of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 94303

Re: **Letter of Interest - 4000 Middlefield Road, Palo Alto**

Pursuant to our discussions this is a non-binding Letter of Interest ("LOI") that reflects certain essential terms to which the Foothill-De Anza Community College District ("FHDA") would agree to purchase the real property known as 4000 Middlefield Road, Palo Alto ("the property"). If the City is interested in selling the property to FHDA subject to these essential terms, we suggest that each side appoint a set of negotiators to reach agreement on an acceptable price and any other necessary terms.

The essential terms FHDA would require include the following:

- 1: FHDA to purchase a fee-simple ownership in the property.
2. The property is owned in fee by the City and encompasses a land area totaling approximately 8 acres.
3. FHDA has previously prepared a Facilities program, and schematic plan depicting a development of approximately 100,000 square feet. This represents the theoretical maximum build-out of the site. The development would be phased contingent on funding availability and enrollment demand.
4. Under the Civic Center Act, the above mentioned facilities would be made available for community use. However, FHDA's educational program and associated facility usage will in all cases have primacy over such community uses.
5. FHDA must have a permanent reciprocal use agreement to share presently existing surface parking on the remainder of the City owned or controlled site to insure adequate parking for the projected student population and FHDA uses. To the extent necessary to accomplish FHDA's purposes the City will use best efforts to facilitate a reciprocal parking use agreement with the Palo Alto Unified School District.
6. The City and FHDA jointly commissioned an appraisal of the site in 2008. The appraiser shall be re-commissioned and the outcome of this updated report shall become the basis for negotiations.

7. Off-site improvements:

- a. The City shall be and remain responsible for bringing adequate City owned utilities to the building site to include water, sewer, electrical and gas consistent with FHDA's projected needs.
 - b. The City shall be responsible for any offsite modifications necessary to provide vehicular and pedestrian direct access to the FHDA facilities from Middlefield Road.
8. The City will be responsible for relocation of its other tenants to facilitate FHDA's needs including the primacy of FHDA educational programs at the site.

The parties agree that (1) this LOI is intended as an outline of certain essential business terms which will serve as a basis to prepare the Purchase and Sale Agreement; and (2) this letter is not binding on the parties, and neither party shall have any binding contractual obligations to the other with respect to the matters referred to herein unless and until a formal Purchase and Sale Agreement has been prepared and has been fully executed and delivered by the parties. This letter does not constitute a contract and is intended solely as a preliminary expression of general intentions.

Best Regards,



W. Andrew Duhn, Vice Chancellor
Business Services

C: Mike Brandy
Charles Allen
Judy Miner
John Shupe

4

Cubberley Community Center Lease and Covenant Not To Develop

ORIGINAL

CITY OF PALO ALTO
Memorandum

TO: CITY COUNCIL

FROM: CITY MANAGER

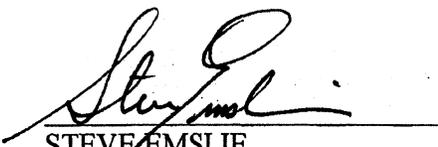
DEPARTMENT: CITY MANAGER

DATE: JUNE 16, 2010

SUBJECT: Special Joint Meeting with Foothill/DeAnza Community College Trustees, Palo Alto Unified School District Board and Palo Alto City Council

In preparation for the Special Joint Meeting with Palo Alto City Council, Foothill/DeAnza Community College Trustees and Palo Alto Unified School District Board we are providing the following background information:

- Lease and 1989 Covenant not to develop with corresponding amendments 1 and 2
- 2002 Lease Amendment and Land Exchange Agreement between Palo Alto Unified School District and City of Palo Alto
- 1997 Sublease Agreement between City of Palo Alto and Foothill/DeAnza District and Corresponding Amendments 1-3



STEVE EMSLIE
Deputy City Manger

LEASE AND COVENANT NOT TO DEVELOP

This Lease and Covenant Not To Develop ("Lease") dated September 1, 1989, for reference purposes only, is made and entered into by and between the Palo Alto Unified School District ("District") and the City of Palo Alto ("City"), a municipal corporation.

1.0 DEFINITIONS AND PREVIOUS AGREEMENTS

1.1 Definitions

1.1.1 City. The term "City" means the City of Palo Alto, a charter city and municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California.

1.1.2 District. The term "District" means the Palo Alto Unified School District, a unified school district organized and existing pursuant to the laws of the State of California.

1.1.3 District Purposes. The term "District purposes" means the District's using a Site for any District purpose, including but not limited to classrooms, administrative offices, and training centers for District personnel, but not for the purpose, either direct or indirect, of selling the Site or any other District school site or leasing that Site or any other District school site for non-district uses.

1.1.4 Sites. The term "Sites" means all of that certain real property situated in the city described in Exhibits A through G, attached hereto.

1.1.5 Leased Site - Cubberley Site. The term "Leased Site" means all of that certain real property situated in the City described in Exhibit A attached hereto and made a part hereof, and all improvements thereon as of the date of execution hereof.

1.1.6 Jordan Site. The term "Jordan Site" means all of that certain real property situated in the City described in Exhibit B attached hereto and made a part hereof.

1.1.7 Jane Lathrop Stanford Site. The term "Jane Lathrop Stanford Site" means all of that certain real property situated in the City described in Exhibit C attached hereto and made a part hereof.

1.1.8 Covenanted Sites. The term "Covenanted Sites" means all of that certain real property situated in the City described in Exhibits B, C, D, E, F and G attached hereto and made a part hereof.

1.1.9 Ohlone Site. The term "Ohlone Site" means all of that certain real property, commonly known as the "Old Ohlone Site", situated in the City described in Exhibit D attached hereto and made a part hereof.

1.1.10 Garland Site. The term "Garland Site" means all of that certain real property situated in the City described in *Exhibit E* attached hereto and made a part hereof.

1.1.11 Greendell Site. The term "Greendell Site" means all of that certain real property situated in the City described in *Exhibit F* attached hereto and made a part hereof.

1.1.12 Jordan Turf Site. The term "Jordan Turf Site" means all of that certain real property situated in the City described in *Exhibit G* attached hereto and made a part hereof.

1.1.13 Extended Day Care. Extended Day Care means 1) childcare services provided during the school year to grade school students for the periods a) 6:30 am and the scheduled start of school and b) the earliest scheduled end of school and 6:30 pm Monday through Friday. 2) childcare services provided on non-school days from 6:30 am to 6:30 pm Monday through Friday, or as City deems appropriate.

1.2 Previous Agreements

1.2.1 The District and City have previously entered into the following agreements:

- (a) Lease and Covenant Not to Develop dated December 22, 1987 and amended on March 29, 1988 and on January 24, 1989.
- (b) Interim Lease for the Jordan School dated March 29, 1988 and amended on January 24, 1989.
- (c) Jordan Turf and Outdoor Recreation Area Lease dated April 8, 1986.
- (d) Cubberley Turf and Outdoor Recreation Area Lease dated January 17, 1985.
- (e) Cubberley Gym B Lease dated March 29, 1988.
- (f) Garland Turf and Outdoor Recreation Area Lease dated April 8, 1986.

1.2.2 All of the above listed agreements between the City and the District shall terminate on December 31, 1989 provided, however, the City's and District's obligations shall remain in full force regarding installation of back flow preventers, refurbishing playing fields and installation of sprinkler system as specified in Section 6.8 of that certain document titled "Amendment No. 2 to the Lease and Covenant Not to Develop dated January 24, 1989".

2.0 PAYMENT

2.1 Base Payment for Leased Site. City shall pay to District for each calendar year of the term of this Lease, a base payment (the "base payment") of \$2,700,000 dollars to be paid in twelve monthly installments for lease of the Cubberley Site more fully described in Section 3.0 of this agreement.

2.2 Payment for Covenanted Sites. The City shall pay annually to District the following amounts for the Covenant Not to Develop, more fully described in Section 4.0 of this agreement.

Ohlone	\$204,742
Garland	\$182,804
Greendell	\$182,804
Jane Lathrop Stanford	\$236,000
Jordan	\$164,000

2.3 Payment for Extended Day Care Spaces. As consideration, for use of the eleven spaces pursuant to Section 5.0 of this agreement, City shall pay annually to District the sum of \$300,000 or \$27,273 per space. All payments to District by City shall be made in twelve (12) equal installments payable monthly commencing on January 31, 1990.

Payment for additional spaces shall be at the adjusted rate for child care space as provided for in Sections 2.3 and 2.7 of this agreement.

2.4 Covenant to Budget and Appropriate. Subject to Section 6.5.2(a), City covenants to take such action as may be necessary to include Lease payments due hereunder in its annual budget and annually to appropriate an amount necessary to make such Lease payments.

2.5 Manner of Payment. District shall annually invoice the City for the monthly payments to be made to the District during the following year provided, however, the failure of the District to provide City with such invoice shall not relieve the City of its responsibility to make full and appropriate payments to District. Payment shall be payable in lawful money of the United States to the order of the District at 25 Churchill Avenue, Palo Alto, CA 94306, Attention: Business Manager, or such other place as the City and the District shall mutually agree. City's obligation to make payments for any partial month shall be prorated on the basis of a thirty (30) day month.

2.6 Late Payment Charge. If any installment of payment or any other sum due from City is not received by District within fifteen (15) days after the due date, City shall pay to District an additional sum equal to a half percent (1/2%) of the amount overdue for each month the payment is delinquent.

2.7 Payment Adjustment.

2.7.1 "Payment" means all payments due from City to District pursuant to this Lease.

2.7.2 There shall be three types of payment adjustments. They shall be called:

1. the annual payment adjustment
2. the five year payment adjustment
3. the last year payment adjustment

2.7.3 Determining the Annual Payment Adjustment. The Payment shall be adjusted annually on the anniversary of the commencement date of this Lease in the following manner: The most recently published monthly Consumer Price Index (All Urban Consumers 1982-84 = 100) for the San Francisco-Oakland-San Jose Metropolitan Area published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), for the month preceding anniversary date of the commencement date of this Lease ("New Index"), shall be compared with the Index published in the same month of the previous year ("Current Index"). If the New Index is greater than the Current Index, the Payment shall be adjusted by multiplying the current annual Payment by a number comprised of 1 + a fraction, the numerator of which is the New Index minus the Current Index and the denominator of which is the Current Index. If the New Index is less than the Current Index, the Payment shall remain the same as the previous year, but the percentage decrease shall be applied to offset subsequent annual Payment increases, if any, or used to calculate the Five-Year Payment Adjustment provided in Section 2.7.4.

Adjustment is illustrated by the following formula (for example calculations, see *Exhibit H*):

$$R = P \left[1 + \frac{(A-B)}{B} \right]$$

R = Annual Payment for upcoming lease year (New payment)

P = Current annual Payment

A = New Index: the most recently published Index prior to the month in which the adjustment is to become effective.

B = Current Index: the Index published for the same month as the Index used in "A" prior to the commencement of the previous lease year.

If the quotient of the New Index minus the Current Index divided by the Current Index $\frac{(A-B)}{B}$

is greater than 7.5%, the difference between the quotient and 7.5% shall be divided by two and added to 7.5%, but in no event shall the new annual Payment exceed

108% of the current annual Payment for the years 1991 and 1992. After 1992, the new annual Payment shall not exceed 110% of the current annual Payment in each succeeding year unless the City elects to apply the full adjustment instead of accumulating the Index change in excess of the adjustment caps as provided in the next section for the Five Year Payment Adjustments. Both the maximum adjustments of one-half the increase over 7.5% up to the respective 108% and 110% maximums and the 108% and 110% limits themselves are referred to as "adjustment caps".

After 1992, to the extent that there is an increase in the Index that is not incorporated in the annual Payment because it exceeds the adjustment cap, and the City does not elect to pay the full increase in the year in which it is due, such increase in excess of the adjustment cap shall be added to the subsequent annual revision in the Index, provided the adjustment cap is not exceeded for that year.

There shall not be a decrease in the annual Payment if the new Index is less than the Current Index; however, if in any given year or years after 1992 the New Index is less than the Current Index, the resulting decrease shall be applied against subsequent annual Index increases in making the annual Payment adjustment.

2.7.4 Determining the Five-Year Payment Adjustments.

Notwithstanding the limitation imposed by the adjustment caps and limitation imposed on applying Index decreases, both of which limitations are provided in Section 2.7.3, the actual change in the Index, expressed as a percentage increase or percentage decrease and which change is not incorporated in an adjustment of the annual Payment in any given year, at the election of the City, shall accrue as an aggregate percentage, whether or not such percentage is greater than 10% or represents a decrease in the Index over time. This aggregate percentage may be referred to as a "bank". The ending annual Payment in the 5th, 10th, 15th, and 20th years shall be adjusted by the aggregate percentage in the "bank" at that time without regard to any limitations (except limitations which occur in 1991 or 1992) in order to arrive at the annual Payment for the sixth, eleventh, sixteenth and twenty-first years of the Lease.

The annual Payment for the final year in any five year period shall be multiplied by a number comprised of 1 + the accrued balance of the "bank" at the end of the five year period regardless of the fact that this balance may exceed 1.10 or be less than 1.0.

That recalculated fifth year annual Payment shall serve as the base annual Payment which shall be adjusted by the change in the Consumer Price Index between the fifth and sixth years, the tenth and eleventh years, the fifteenth and sixteenth years and the twentieth and twenty-first years of this Lease according to the methodology described in Section 2.7.3.

To the extent that there is an increase or decrease not incorporated in annual Payment after calculating the annual adjustment for the 6th, 11th, 16th, and 21st years, such increase or decrease shall accrue in the "bank" to be

reconciled at the end of the next five year period.

The recalculation of the payment at the commencement of each new 5-year period shall incorporate all the provisions contained in paragraph 1 of this Section and Section 2.7.3.

Each 5-year Adjustment is illustrated by the following formula (for example calculations, see *Exhibit H*):

$$R_6 = [R_5 (1 + Y)] \times \left[1 + \frac{(A_6 - B_6)}{B_6} \right]$$

R_6 = 6th year annual Payment

R_5 = 5th year annual Payment

Y = "Bank" balance of aggregated Index changes as yet unadjusted according to the formula or at the election of City and expressed as a percentage (a three place decimal)

A_6 = New Index: the most recently published Index prior to the month in which the adjustment is to become effective in year 6.

B_6 = Current Index: the Index published for the same month as the new Index prior to the commencement of the previous lease year (A_5).

Subsequent five year Payment adjustments (R_{11} , R_{16} , R_{21} , and R_f , where f = the annual Payment in the final year of the Lease) shall be made according to the same formula.

2.7.5 Determining the Last Year Payment Adjustment. This adjustment occurs at whatever point the lease terminates.

The annual Payment for the final year shall be adjusted in the manner provided for the Five Year Payment Adjustment in Section 2.3.4, except that the recalculation of what the annual Payment would have been without adjustment caps or the limitation on the application of Index decreases shall be performed with respect to the year immediately preceding the year of termination.

3.0 CUBBERLEY LEASE

District hereby leases to City and City hereby leases from District for the term, at the rental, and upon all the conditions set forth herein, the Leased Site commonly known as "Cubberley School" situated in the City of Palo Alto described in *Exhibit A* attached hereto and made a part hereof and all improvements thereon. The total acreage of the Leased Site is approximately 35 acres of which 11.8 acres is outdoor recreation area; the remaining 24.2 acres is comprised of parking lot area, walkways, and approximately 180,000 square feet of buildings;

however, it is understood that such acreage and square footage figures are only approximate and have not been precisely determined.

3.1 Condition, Possession, and Surrender of Leased Site

3.1.1 No Representation Regarding Leased Site. District has made no representations or warranties with respect to the Leased Site and no rights, easements or licenses are acquired by City by implication or otherwise except as are expressly set forth herein. District shall not be responsible for any latent defect or change in the condition of the Leased Site, except as set forth in Section 3.3 hereto, and the payments due hereunder shall in no case be withheld or diminished on account of any defect in the Leased Site nor for any change of condition, nor for any damage occurring thereto, nor because of any violation of law.

3.1.2 Condition of Leased Site. City does hereby represent and warrant to District that City is fully acquainted with the nature and condition, in all respects, except with respect to underground tanks or toxic materials as set forth in Section 3.3 hereto, of the Leased Site, including, but not limited to, the title of District, the soil and geology of the land, and the condition of the improvements. City agrees that the Leased Site is adequate and suitable for its purposes and accepts the Leased Site in its existing condition "as is", except as set forth in Section 3.3 hereto.

3.1.3 Acceptance and Surrender of Leased Site. Prior to entry of the Leased Site hereunder, District shall disclose in writing all defects in the structures on the Leased Site known to the District and any law that the District knows is not currently being complied with. Notwithstanding the preceding sentence, District shall not be required to conduct any inspections or review any applicable law, but shall only be required to disclose information regarding defects or laws which it has on hand or in its files. City and District shall inspect the Leased Site and City and District agree that the Leased Site is in the condition as described in *Exhibit I* hereto.

3.1.4 District shall surrender the Leased Site to City at the commencement of this Lease free of any tenant obligations, except as set forth on *Exhibit J*, and the City shall likewise surrender the Leased Site at the termination of this Lease free of any tenant obligations.

City understands that a portion of the Leased Site is presently subject to the leases set forth on *Exhibit J* and agrees to an assignment of said leases from District to City. District shall, upon execution of this Lease, assign its rights as Lessor under the leases set forth in *Exhibit J* to City.

3.1.5 Delay in Delivery of Possession. The District shall deliver possession of the Leased Site to City on the commencement date. If District does not deliver possession on commencement date, then City, at its option, may terminate the Lease by written notice delivered to District within ten (10) days of scheduled commencement date, in which event neither party shall have any

further obligation or liability to the other, unless delay is caused by acts of God, strikes, war, governmental bodies other than the City, weather, destruction and any delays beyond District's reasonable control.

3.1.6 Early Occupancy. If City is permitted by District to occupy the Leased Site prior to the Commencement Date for the purposes of repairing or installing fixtures or for any other purpose permitted by District, all of the terms and provisions hereof shall be applicable as of the date of such occupancy, except for the obligation to pay rent which shall commence on the Commencement Date.

3.2 Uses of Leased Site

3.2.1 Permitted Uses. The Leased Site shall be used and occupied for any lawful purpose.

3.3 Toxic Materials

3.3.1 "Toxic Materials" for the purposes of this Section are defined as any hazardous, toxic, or radioactive materials, including, but not limited to those materials identified in Sections 66680 and 66685 of Title 22 of the California Administrative Code, Division 4, Chapter 30, as amended from time to time.

3.3.2 City shall indemnify and hold District harmless from any and all costs, claims, judgments, including District's attorneys' fees and court costs, relating to the storage, placement or use of Toxic Materials by City on or about the Leased Site. City shall reimburse District for (i) all costs of cleanup or other alterations to the Leased Site necessitated by City's use, storage, or disposal of Toxic Materials; and (ii) any diminution in the fair market value of the Leased Site caused by City's use, storage, or disposal of Toxic Materials. The obligations of City under this Section 3.3.2 shall survive the expiration of the Lease term.

3.3.3 In the event of an emergency, City may act without District approval to cure or eliminate any dangerous condition which may give rise to a claim against the City. An emergency shall be defined as an unforeseen combination of circumstances or resulting state that calls for immediate action.

3.3.4 District has provided City with an asbestos report on the Leased Site attached hereto as *Exhibit K*. To District's knowledge, no other asbestos conditions exist on the Leased Site. City accepts the Leased Site subject to its existing conditions and shall bear any costs associated with encapsulation and/or removal of asbestos. City shall also be responsible for compliance with the Asbestos Hazard Emergency Response Act and any other state or federal regulations, existing or subsequently enacted, relating to asbestos conditions on the Leased Site.

3.3.5 District shall indemnify and hold City harmless from any and all costs, claims, judgments, losses, demands, causes of action, proceedings or hearings, including City's attorneys' fees and court costs, relating to the storage, placement or use of Toxic Materials or underground tanks existing on or

about the Leased Site before the commencement of this lease, whether or not the parties are aware of the existence of any such underground tanks or any such use of Toxic Materials. District shall pro rata reduce rent and reimburse City for (i) losses in or reductions to rental income or City's use of the Leased Site resulting from District's use, storage or disposal of Toxic Materials or underground tanks, and (ii) if required by law to clean up the Leased Site, all costs of clean-up or other alterations to the Leased Site necessitated by District's use, storage or disposal of Toxic Materials or underground tanks. If not required by law to so clean up the Leased Site and if District elects not to clean up said site, City shall have the right to terminate this lease as to the Leased Site upon sixty (60) days notice to the District and the lease payment shall be adjusted accordingly. The obligations of District under this Section 3.3.5 shall survive the expiration of the lease term.

3.3.6 In the event that money has become available from the State of California for the cleanup of asbestos, District shall attempt in good faith to obtain a share of such funds to be applied to necessary cleanup work at the Cubberley Site.

3.4 Utilities and Maintenance

3.4.1 City Responsibility. It shall be the responsibility of City to provide and pay the cost of all maintenance and repair on the Leased Site including, but not limited to, all interior and exterior work on the Buildings on the Leased Site and all plumbing, fire sprinkler, sewage, heating, ventilation, air conditioning, roof repair and replacement, electrical and lighting facilities, irrigation systems, tennis courts, fences, athletic equipment, attendant landscaping, litter collection and removal. Such maintenance shall be in accord with standards acceptable to the City and such standards shall be, at a minimum, those of the District in maintaining school sites not being used for classroom purposes as of June 30, 1989.

City shall, at City's expense, promptly comply with the requirements of every applicable law with respect to the condition, maintenance, use or occupation of the Leased Site including the making of any alteration or addition to, or any structure upon, connected with, or pertinent to the land, whether or not such alteration be structural, or be required on account of any particular use to which the Leased Site or any part thereof, may be or is now put, and whether or not such law be of a kind now within the contemplation of the parties hereto, except as set forth in Section 3.3 hereto; and shall likewise comply with any applicable regulation or order of any applicable Board of Fire Underwriters or other body having similar functions, or of any liability or fire insurance company by which City may be insured. However, City and District agree to renegotiate this Lease if any new law or regulation necessitates the City's expending, in any calendar year, \$250,000 or more.

3.4.2 District Responsibility. District shall not be required or obligated to make any changes, alterations, additions, improvements or repairs in, on, or about the Leased Site, or any part thereof, during the term of this Lease, except as set forth in Section 3.3 hereto except to the extent District may have

obligations and responsibilities as a Lessee.

3.4.3 Utility Costs. City shall pay all costs of utility and scavenger services delivered to the Leased Site.

3.4.4 Notice. The person to whom the District may report any maintenance problems associated with the Leased Site is the City's Manager, Real Property.

3.5 Alterations and Improvements

3.5.1 City may make such alterations, additions, improvements, or structural changes of whatever nature it deems necessary for its effective use of the Leased Site without District approval. The cost of any alteration, addition, improvement, or structural change shall be borne by City, unless otherwise agreed in writing by District. City shall give District thirty (30) days prior notice before making any improvement, demolition or reconstruction estimated to cost more than \$100,000 for the purpose of providing an opportunity for District comment. At the termination of this Lease, at its cost, City shall:

(a) Restore those portions of the Leased Site improved by City or Subtenants to a condition equal to or better than then applicable requirements of the State Architect or other appropriate State agency for school buildings unless otherwise agreed by District in writing; and

(b) Notwithstanding the fact that the buildings on the Leased Site contain 180,000 sf+, return Leased Site to District containing a minimum of 150,000 square feet of buildings unless otherwise agreed by District in writing.

3.5.2 In the event of an emergency, City may act without notice to District to cure or eliminate any dangerous condition which may give rise to a claim against the City. An emergency shall be defined as an unforeseen combination of circumstances or resulting state that calls for immediate action.

3.5.3 The improvements, including the additions and alterations, when completed, shall comply with all applicable laws and shall likewise comply with any applicable regulations or order of the applicable Board of Fire Underwriters or other agency having similar functions, or of any liability or fire insurance company by which City may be insured. District will, upon thirty days prior written notice from City, execute any documents required to be signed on its part to obtain any necessary final inspection report (except that District shall not be obligated to incur any obligation or liability thereby.)

3.5.4 The parties recognize that under current law, including the California Law of Mechanics Liens, a lien cannot attach to publicly owned property. However, if at any time such laws have changed, thereby permitting any lien, charge or encumbrance upon the Leased Site, neither City nor District shall permit to remain, and shall promptly discharge, at the appropriate party's

expense, all stop notices, liens, encumbrances or charges upon the Leased Site or any part thereof. Neither party shall permit any mechanic's or materialmen's liens or any other claims or demands of any nature, arising from any work by such party of construction, repair, restoration, or removal as herein provided, to be foreclosed against the Leased Site or any part thereof. In the event either party permits any mechanic's or materialmen's liens to be levied upon the Leased Site, the failure of such party to remove said liens within 90 days thereafter, shall be a material default hereunder.

3.6 Operating Expenses. City shall pay all Operating Expenses for the Leased Site. The term "Operating Expenses" shall mean all costs and disbursements which City shall pay or become obligated to pay in connection with the maintenance, repair and operation of the Leased Site.

3.7 Taxes

3.7.1 Real and Personal Property Taxes. City shall pay, prior to delinquency, any taxes, fees, assessments or public charges, assessed to District or City, including but not limited to, assessments for public improvements or benefits, which shall be imposed upon the Leased Site, City's estate in this Lease or City's leasehold improvements, trade fixtures, furnishings, equipment and other personal property of City located on the Leased Sites.

3.7.2 Possessory Interest. In the event a possessory interest tax accrues to the Leased Site, it is understood that City shall pay all such tax in its entirety prior to delinquency. City shall be responsible for filing any required possessory interest forms for the Leased Site with the County of Santa Clara.

3.7.3 Nonuse Tax. City and District shall divide equally any nonuse taxes for the Leased Site, as required by Education Code Section 39015, or successor legislation.

3.8 Insurance

3.8.1 City's Liability Insurance. City shall keep in force during the term hereof, at City's expense, and City shall cause District to be named as "additional insured" thereunder, liability insurance for coverage up to \$5 million per person and \$5 million per accident, and property damage of \$1 million combined single limit. The City's insurance shall be primary and any coverage maintained by the District shall be excess to the coverage required to be provided by the City and not contributive to City's insurance. Copies of said policies or certificates thereof shall be deposited with District and the City shall obtain the written agreement of insurers to notify the District in writing 30 days prior to any termination or nonrenewal of insurance. City may satisfy such insurance requirements by endorsement to existing policies. Should the City choose not to purchase insurance, coverage will be provided by either the City's self-insuring for the required amounts or the City's entering into a pooling program with applicable coverage. Coverage in excess of the City's \$1 million self-insured retention may be provided by the City's participation within the ACCEL Joint

Powers Agreement. Coverage by ACCEL must be approved by said board of directors. City shall inform District within thirty (30) days of any change relating to specific lines of coverage.

3.8.2 City's Property Insurance. City shall keep in force during the term hereof, at City's expense, property insurance against loss or damage to the improvements on the Leased Site by fire, vandalism, malicious mischief, and all hazards included in all risk coverage, excluding asbestos and earthquake coverage, in such amounts as may be sufficient at all times to prevent District or City from becoming co-insurers under the provisions of applicable policies and insurance, but in any event in an amount not less than 100% of the replacement cost of the improvements. In determining the replacement cost of the improvements, foundation shall be excluded unless the insurer or insurers shall require the inclusion of same in their determination of such replacement costs.

City shall also keep in force during the term hereof, at City's expense, adequate boiler and pressure vessel insurance policies in the limits of at least \$500,000 per occurrence, insuring the District against any and all liability resulting from the operation of any of the heating plants and/or pressure vessels located on the Leased Sites provided that the boilers and machinery on the Leased Sites have been certified by a state certified Boiler and Machinery Inspector.

The parties recognize that the insurance practices of a municipality may differ from that of private parties and may change from time to time. Accordingly, during any period of time in which the city maintains insurance as a regular practice on the buildings and structures it owns, City shall maintain the insurance required by this Section. During any period of time in which City as a regular practice has not maintained insurance but rather self insures, or participates in a Joint Power Agreement with other governmental entities, its buildings and structures, City may insure the Leased Site in this manner, and City shall be liable for any casualty or injury.

3.9 Damage or Destruction

3.9.1 In the event of damage or destruction on the Leased Site, City shall, at no cost or expense to District, whether or not any particular casualty is covered by insurance, either promptly repair or rebuild the same so as to make the building at least equal in value to the building existing immediately prior to such occurrence and as nearly similar to it in character as shall be practicable and reasonable, or it may choose to terminate this Lease as to the Cubberley Site only and pay to District all insurance proceeds payable to City as a result of such casualty, provided that if District intends not to rebuild the building(s) (excluding accessory buildings) where the casualty occurred, within two years of the casualty, District and City shall divide equally the insurance proceeds. In the event the City self insures pursuant to Section 3.8.2, City shall pay to District an amount equal to the full replacement cost of the improvements if it terminates the Lease pursuant to this Section.

3.9.2 City's obligation to make payments and to perform all its

covenants and conditions shall not be affected by any damage or destruction of the improvements, and City hereby waives the provisions of any law now or hereafter in effect contrary to such obligations of City, as herein set forth, or which relieves City therefrom. Without limiting the generality of the foregoing, City hereby waives the provisions of Section 1932 of the California Civil Code with respect to putting the property in good condition or repairing it.

3.10 Condemnation or Possession. If any part of the Leased Site shall be taken for any public, or quasi-public use, under any statute or by right of eminent domain or purchase in lieu thereof, or if any part of the Leased Site is possessed (excluding lease-backs) by the District, this Lease shall be re-negotiated. If the parties in good faith cannot reach agreement on amended terms of the Lease, the Lease shall terminate. All compensation awarded upon any taking or repossession hereunder shall be divided as the interest of the parties may appear.

3.11 Assignment and Sublease

3.11.1 The City, with the written consent of the District, which consent shall not be unreasonably withheld, may at any time and from time to time pledge, assign, or otherwise transfer this Lease or any interest of the City herein. City without the consent of the District may at any time and from time to time sublease the Leased Site or any improvements thereon on any part thereof. The City shall at all times remain liable for the performance of the covenants and conditions on its part to be performed hereunder notwithstanding any such assigning, transferring or subletting which may be made. Any sublease, assignment or transfer shall be coterminous in every respect with this Lease.

3.11.2 Any transfer, assignment or encumbrance of this Lease or the Leased Site, in whole or in part, which is contrary to or not provided for in Section 3.11.1 is void.

3.12 Option to Purchase and Restriction on Sale

3.12.1 Provided this lease is still in effect, if the District wishes to sell its fee interest in the Cubberley Site during the first 25 years of this Lease, District shall give written notice of such intention to the City. City shall have the option to acquire the Site on the following terms:

- (a) The portion of the Site subject to the Naylor Act as set forth in *Exhibit M* -- 25% of fair market value.
- (b) The portion of Site not subject to the Naylor Act -- 80% of fair market value.
- (c) If the parties are unable to agree on fair market value, it shall be determined by the average of two appraisals, one prepared by a qualified independent appraiser appointed by the District and one appointed by the City.
- (d) Written notice of the City's intention to exercise its option

must be given to District within ninety (90) days of District's notice to City.

(e) Upon receipt of the notice of the City's intention to exercise its option, escrow shall be opened immediately and City shall deposit into escrow all necessary documents and money to close escrow within ninety (90) days of the date of the written notice of the City's intention to exercise its option. If delay occurs beyond control of City, escrow shall be extended an additional thirty (30) days.

3.12.2 Provided this lease is still in effect, if the District wishes to sell its fee interest in the Cubberley Site during years 26 through 35 of this Lease and for an additional two (2) years after termination, District shall give written notice of such intention to the City. City shall have the option to acquire the Site on the following terms.

(a) The portion of the Site subject to the Naylor Act as set forth in *Exhibit M* -- 25% of fair market value.

(b) The portion of Site not subject to the Naylor Act -- 90% of fair market value.

(c) If the parties are unable to agree on fair market value, it shall be determined by the average of two appraisals, one prepared by a qualified independent appraiser appointed by the District and one appointed by the City.

(d) Written notice of the City's intentions to exercise its option must be given to District within ninety (90) days of District's notice to City.

(e) Upon receipt of the notice of the City's intention to exercise its option, escrow shall be opened immediately and shall close within ninety (90) days of the date of the written notice of the City's intention to exercise its option. If delay occurs beyond control of City, escrow shall be extended an additional thirty (30) days.

3.12.3 In the event the Naylor Act is no longer in effect on the date the written notice referred to in Sections 3.12.1 and 3.12.2 is given, the provisions of Section 3.12.1(a) and 3.12.2(a) shall not be applicable and the entire Cubberley Site shall be priced in accordance with Section 3.12.1(b) or 3.12.2(b) as appropriate.

3.12.4 For a two (2) year period following the termination of this Lease, District shall not sell the Cubberley Site to any party other than the City.

3.13 Quiet Enjoyment. The parties hereto mutually covenant that the City, by keeping and performing the agreements and covenants herein contained, shall, at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Leased Site without suit, trouble or hindrance from the District.

3.14 Hold Harmless

3.14.1 City shall indemnify, defend and hold District harmless from any liability or expense on account of suits, verdicts, judgments, costs or claims of any nature or kind arising out of, or in any way connected with, City's and any sub-lessees' or assignees' operations on, possession, use, management, improvement, alteration or control of the Leased Site, except for sole negligence of District, its officers, employees or agents, and except for the liability borne by District as set forth in Section 3.3.5.

3.14.2 In addition to the liability borne by District as set forth in Section 3.3.5, District shall indemnify and hold City harmless from any liability or expense on account of suits, verdicts, judgments, costs or claims of any nature or kind arising out of, or in any way connected with District's operations on, possession, use, management, improvement, alteration or control of the Leased Site except for any claims or liability, or portions thereof, arising from the sole negligence of City, its officers, employees or agents, sublessees or assignees.

4.0 COVENANT NOT TO DEVELOP

4.1 District hereby covenants with City and City hereby covenants with District that, in order to prevent a further burden on the City's infrastructure and in order to preserve a substantial amount of the City's remaining open space, which contributes to the welfare of the City's residents, the Covenanted Sites situated in the City of Palo Alto and described in *Exhibits B, C, D, E, F and G* attached hereto and made a part hereof, shall not be (1) subdivided, (2) sold or (3) developed with additional square footage to be used for non-school district purposes for the term of this Lease, for the consideration and upon all the conditions set forth herein, provided that the District may add portable non-permanent structures totalling no more than 2,000 square feet per Covenanted Site. If the District adds such square footage on any Covenanted Site it shall give written notice to the City within 30 days of such addition.

Upon the expiration or earlier termination of this Lease, except as provided in Section 4.2, the City shall execute and deliver to District a quitclaim deed for the Covenanted Sites, unless otherwise agreed to by the parties.

4.2 In the event the District closes either Jordan or Jane Lathrop Stanford, or both, as an operating school(s) during the term of this Lease, the District shall not subdivide, sell or develop the Site(s) for a period of seven (7) years after the closure of the school(s). The City's obligation to pay District for the closed Site(s) under Section 2.2 shall cease as of the date of closure. During the period from the closure until the end of the seven (7) years, the District may lease the Site(s) subject to applicable City zoning regulations.

5.0 EXTENDED DAY CARE SPACES

5.1 Space Provided

5.1.1 During the term of this agreement, District agrees to provide and City agrees to accept eleven (11) spaces at various elementary school sites to

be used for the purpose of providing City-operated extended day child care services. Said sites are listed on *Exhibit L*.

Additional child care spaces may be added in the event District opens additional elementary school sites including the Covenanted Sites.

5.1.2 District may, with the agreement of City, consolidate two child care spaces at one site. In no event shall more than three such consolidations occur.

It is understood the District shall bear the cost of transporting students in the event of such consolidation of spaces and City shall still compensate District for each and every space pursuant to Sections 2.3 and 5.1.1.

5.1.3 District may, with the agreement of City, substitute a portable for conventional classroom space.

5.1.4 In the event City and District cannot agree on the issue of consolidation contained in Section 5.1.2 or on the issue of substitution contained in Section 5.1.3 the matter shall be resolved by a three member arbitration panel. City and District shall each promptly appoint their representative to the panel and the two representatives shall select the third panel member. The decision of the panel shall be final and binding on both parties.

5.1.5 The space provided shall include appropriate access to designated rest rooms and other ancillary facilities such as playground equipment where appropriate, and shall be available to City 24 hours a day, 7 days a week.

5.1.6 The space provided shall meet appropriate State standards for at least twenty-five students and shall have all utility connections in place except for telephone. Specifically, the rooms shall have shelving and closets in place, however no furniture, toys or other equipment shall be provided by District.

5.1.7 Portables and conventional classroom space provided shall also conform to State standards for toxic materials as defined in Section 3.3.1 . District shall be responsible for compliance with the Asbestos Hazard Emergency Response Act and any other State or Federal regulations, existing or subsequently enacted, relating to asbestos conditions for the extended day care space provided.

5.2 City Responsibilities

5.2.1 If City determines, at its sole discretion, to operate an extended day child care program in the spaces provided by District, it shall be the sole responsibility of the City to provide such services in the District designated spaces to persons desiring such services. The hours for such services shall be as set forth in Section 1.1.13.

5.2.2 City shall bear cost of utilities to the space including

telephone. Unless separate meters are provided, the cost shall be prorated on a square footage basis (square footage of City space to total square footage of buildings on entire Site).

5.2.3 City shall, at City's own expense, provide for minor maintenance to the space including but not necessarily limited to: electrical (ex. ballasts and switches), plumbing fixtures (ex. leaky faucets and pipes), wall and floor coverings and windows.

5.2.4 City shall, at City's own expense, provide for custodial services.

5.2.5 City shall be responsible for security of the leased space at all times and security of the rest rooms outside the customary hours of school operation. Security shall mean locking all windows and doors and turning off lights.

5.3 District Responsibilities

5.3.1 District shall maintain fire and extended coverage insurance on the structures housing the child care programs with limits of full replacement value. In the event of damage or destruction to the premises, District shall promptly restore the premises to their pre-existing condition.

5.3.2 District, at District's own expense, shall be responsible for major maintenance to the child care premises including roof, sewer and electrical hook-ups, heating, and air-conditioning and removal of toxic material where applicable.

5.4 Delay in Delivery of Possession. If the District, for any reason whatsoever, cannot deliver possession of eleven spaces to City on the commencement date, this agreement shall not be void or voidable, nor shall District be liable to City for any loss or damage resulting therefrom. In such event, City shall be relieved of its obligation to pay for a child care space in the amount equivalent to the unit value of each space not delivered. For the first year of this agreement the unit value of one child care space is \$27,273 per year.

5.5 Hold Harmless

5.5.1 District shall indemnify and hold City harmless from any and all costs, claims, judgments, losses, demands, causes of action, proceedings or hearings, including City's attorneys' fees and court costs, relating to the storage, placement or use of Toxic Materials on or about the space or spaces for extended day care, whether or not the parties are aware of the existence of or any such use of Toxic Materials. District shall pro rata reduce rent and reimburse City for all costs of clean-up required by law or other alterations to the spaces necessitated by District's use, storage or disposal of Toxic Materials. If not required by law to so clean up a space or spaces, City shall have the right to terminate the Lease as to the specific space or spaces upon thirty (30) days notice

and the Lease payment shall be adjusted accordingly. The obligations of District under this Section 5.5.1 shall survive the expiration of the Lease term. "Toxic Materials" shall have the same meaning as in Section 3.3.1 of this Lease.

5.5.2 City shall indemnify and hold District harmless from any and all costs, claims, judgments, including District's attorneys' fees and court costs, relating to the storage, placement or use of Toxic Materials by City on or about the space or spaces for extended day care. City shall reimburse District for (i) all costs of cleanup or other alterations to the space or spaces for extended day care necessitated by City's use, storage, or disposal of Toxic Materials; and (ii) any diminution in the fair market value of the space or spaces for extended day care caused by City's use, storage, or disposal of Toxic Materials. The obligations of City under this Section 5.5.2 shall survive the expiration of the Lease term.

5.5.3 City shall indemnify, defend and hold District harmless from any liability or expense on account of suits, verdicts, judgments, costs or claims of any nature or kind arising out of, or in any way connected with, City's and any sublessees', or assignees' operations on, possession, use, management, improvement, alteration or control of the Extended Day Care spaces except for any claims or liability, or portions thereof, arising from the sole negligence of District, its officers, employees or agents, and except for the liability borne by District as set forth in Section 5.5.1.

5.5.4 In addition to the liability borne by District as set forth in Section 5.5.1, District shall indemnify and hold City harmless from any liability or expense on account of suits, verdicts, judgments, costs or claims of any nature or kind arising out of, or in any way connected with, District's and/or any sublessees' or assignees' other than City, operations on, possession, use, management, improvement, alteration or control of the Extended Day Care spaces except for any claims or liability, or portions thereof, arising from the sole negligence of City, its officers, employees, agents, sublessees or assignees.

6.0 GENERAL CONDITIONS

6.1 Term

6.1.1 The term of this Lease shall be for fifteen (15) years, commencing on January 1, 1990 (the "Commencement Date"), and ending on December 31, 2004, (the "Expiration Date"), unless sooner terminated or extended pursuant to the provisions hereof.

6.1.2 The City shall have the right to extend the term of this Lease for an additional ten (10) years by giving written notice to the District not later than December 31, 2003.

6.1.3 Upon mutual agreement of City and District, the term of this Lease may be extended beyond December 31, 2013 for 2 additional periods of five (5) years each.

6.1.4 City and District agree that fifteen (15) years is the length of time necessary to secure the benefit of the District's covenant not to develop set forth in Section 4.0; provided that such agreement in no way limits the parties' rights to terminate this Lease pursuant to Section 6.5 hereof.

6.2 Breach

6.2.1 If the City shall fail to pay any payment payable hereunder when the same becomes due and payable, or the City shall fail to keep or perform any other material term covenant or condition contained herein to be kept or performed by the City for a period of 25 days after written notice thereof from the District, the City shall be deemed to be in default hereunder and the District, in addition to all other rights and remedies it may have at law, shall have the option to do any of the following:

(a) To terminate this Lease in the manner hereinafter provided on account of default by the City, notwithstanding any re-entry or re-letting of the Leased Site and/or Extended Day Care space as hereinafter provided for in subparagraph (b) hereof, and to re-enter the Leased Site and/or Extended Day Care space and remove all persons in possession thereof and all personal property whatsoever situated upon the Leased Site and/or Extended Day Care space. In the event of such termination, the City agrees to surrender immediately possession of the Leased Site and Extended Day Care space, without hindrance, and to pay the District all damages recoverable by law that the District may incur by reason of default by the City.

(b) Without terminating this Lease, (i) to collect each installment of payment as it becomes due and enforce any other material term, covenant or condition contained herein to be kept or performed by the City which failure to keep or perform by the City would have a material adverse effect on the interests of the District under this Lease or (ii) to exercise any and all rights of entry and re-entry upon the Leased Site and Extended Day Care space. In the event the District does not elect to terminate this Lease in the manner provided for in subparagraph (a) hereof, the City shall remain liable and agrees to keep or perform all terms, covenants and conditions herein contained to be kept or performed by the City and, if the Leased Site and/or Extended Day Care space is not re-let, to pay the full amount of the payment to the end of the term of this Lease or, in the event that the Leased Site and/or Extended Day Care space is re-let, to pay any deficiency in payment that results therefrom; and further agrees to make said payment and/or payment deficiency punctually at the same time and in the same manner as hereinabove provided, and if the District receives payments therefrom in any payment period in excess of the payment provided for in Section 2.0 hereof for such period, the District shall pay such excess (after expenses incurred in connection with such re-letting) to the City on the last day of said payment period. Should the District elect to re-enter as herein provided, the City hereby irrevocably appoints the District as the agent and attorney-in-fact of the City to re-let the Leased Site and/or Extended Day Care space, or any part thereof, from time to time, either in the District's name or otherwise, upon such terms and conditions and for such use and period as the District may deem advisable

and to remove all persons in possession thereof and all personal property whatsoever situated upon the Leased Site and/or Extended Day Care space. The City agrees that the terms of this Lease constitute full and sufficient notice of the right of the District to re-let the Leased Site and/or Extended Day Care space in the event of such re-entry without effecting a surrender of this Lease, and further agrees that no acts of the District in effecting such re-letting shall constitute a surrender or termination of this Lease irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the City, the right to terminate this Lease shall vest in the District to be effected in the sole and exclusive manner provided for in subparagraph (a) hereof.

Each and all of the remedies given to the District hereunder or by any law now existing or hereafter enacted are cumulative, and the exercise of any one right or remedy shall not impair the right of the District to any or all other remedies.

6.2.2 In the event that City shall default in the performance of any of the agreements, conditions, covenants or terms herein contained, which event of default remains uncured after notice given as herein provided, District may immediately, or at any time thereafter, perform the same for the account of the City, and any amount paid, or any expense or liability incurred, by the District in the performance of the same shall be repaid to District, in addition to base payments by the City within 30 days after demand hereunder together with interest from the date, the cost or expenses incurred at an amount equal to the lesser of 12 percent per annum or the maximum lawful rate of interest then in effect under the laws of the State of California; and the District shall have the right to enter (by force or otherwise) the Leased Site and/or Extended Day Care space for the purpose of correcting or remedying such default and to remain therein until the same shall have been corrected or remedied.

No performance by District of any of the obligations on City's part to be performed hereunder shall be, or be deemed to be, a waiver of the City's default in or failure to perform the same, nor shall the performance thereof by District release or relieve City from any obligations on its part to be performed under this Lease.

6.2.3 If the District shall fail to keep or perform any obligation, covenant, agreement or provision contained herein to be observed or performed by the District for a period of 25 days after written notice thereof from the City, the District shall be deemed to be in default hereunder, and the City may take whatever action, at law or in equity, may appear necessary or desirable to enforce the observance or performance of any such obligation, covenant, agreement or provision including termination of this Lease.

6.2.4 In the event of a breach, or threatened breach, by either party of any of the agreements, conditions, covenants, or terms herein, the other party shall have the right of injunction to restrain the same, and the right to invoke any remedy allowed by law, or in equity, as if specific remedies, indemnity or

reimbursements were not herein provided for. All rights and remedies herein given to either party shall be cumulative to each other and to any other legal Or equitable remedy or right which the party might otherwise have in the event of any breach by the other party.

6.3 Surrender and Title to Property

6.3.1 On the last day of the term of this Lease, or any sooner termination, City shall surrender the Leased Site and Extended Day Care space to the District, in reasonably the same condition as City received the Leased Site and Extended Day Care space, ordinary wear and tear and any permitted approved and lawful changes, alterations, additions and improvements thereto excepted, except as otherwise required by Section 3.5.2. City, upon the expiration or sooner termination of this Lease, shall repair any damage to the Leased Site and Extended Day Care space occasioned by the removal of City's fixtures, furnishings, equipment and other personal property. All of City's property which is removable pursuant to the provisions of this Lease shall be removed by City on or before the last day of the term of the earlier termination of this Lease, and all property not so removed shall be deemed abandoned by City, and District shall have the right either to require City to remove said property from the land or dispose of the property pursuant to Section 6.5.3 as set forth below.

6.3.2 Title to the Leased Site and Extended Day Care space shall remain in the District during the term of this Lease. All improvements placed upon the Leased Site and Extended Day Care space by City at City's expense shall be and remain the property of City for and during the term of this Lease. Upon expiration or sooner termination of this Lease, such improvements shall belong to and become the property of District, free from any rights, claims and liens of City or any person, agency, political subdivision, firm or corporation claiming under City, without any compensation therefore from District to City or to any other person, agency, political subdivision, firm or corporation, unless otherwise agreed to by the parties at the time the improvement is made. At the expiration or sooner termination of this Lease, such improvements shall be surrendered to District, excepting that movable furniture, personal property and trade fixtures may be removed by City at or before the expiration or sooner termination of this Lease, provided, however, that the removal of any of the property so excepted will not structurally injure the improvements or necessitate any changes or alterations in the improvements or render the improvements or any part thereof unfit for use and occupancy. City shall pay the cost of restoration of, or repairing any damage to, the Leased Site and Extended Day Care space arising from the removal of the property so excepted.

6.4 Naylor Bill Allocations. As previously stipulated by the parties in previous agreements, the portions of the Sites subject to the Naylor Bill (Education Code Section 39390 et seq.) are shown in *Exhibit M* hereto. Nothing in this Lease shall be deemed to expand, diminish, waive or otherwise limit the applicability of the Naylor Bill to said portions of the Site, including the obligation of the City to maintain the property, as shown in *Exhibit M*, for recreational open space purposes and the right of the District to re-acquire said property pursuant to

Education Code Section 39398 or its successor legislation. In the event the provisions of the Naylor Bill terminate, the applicability of "Naylor" to portions of sites contained in *Exhibit M* also ceases.

6.5 Termination. In addition to the rights of termination for breach found in Section 6.2, this Lease may be terminated as set forth in Sections 6.5.1 and 6.5.2.

6.5.1 City Termination

(a) Debt Limitation. In the event the Council of the City does not appropriate funds for payment of the payments due under this Lease in any year, this Lease shall terminate upon 90 days written notice.

(b) Gann Limit. The city may terminate this Lease in any fiscal year in which the City is not authorized by the Palo Alto electorate to exceed the expenditure limitation imposed by the California Constitution and any other State or Federal legislative act, commencing with the fiscal year 1991-1992. In that event, the City may terminate this Lease upon six (6) months written notice which must be given within 30 days of an unsuccessful election seeking such authorization.

(c) Restriction on Taxing Power. If State or Federal law is enacted, an initiative measure passed or a court decision rendered which reduces the City's general fund revenue or restricts the City's authority to collect or levy general fund taxes which the City has the right to collect or levy as of the Commencement Date of this Lease, the City may terminate this Lease, in whole or in part as hereafter set forth, by giving six (6) months written notice to District, after such law, measure or decision becomes effective; provided, however, there shall be no right of termination unless the effect of such law, measure or decision is to reduce the City's general fund revenue or taxing authority by \$1,500,000, in comparison with the previous fiscal year.

The amount set forth in this Section shall be adjusted annually by the Consumer Price Index on the commencement anniversary date of the Lease in the manner set forth in Section 2.7 hereof.

6.5.2 District Termination. The District may terminate this Lease in part on the following conditions:

(a) Notwithstanding the provision of Section 4.1., in the event District general fund revenues decline 10% from one District fiscal year to the next, the District may terminate this Lease with regard to one of the Covenanted Sites described in *Exhibits B, C, D, E, F, and G* upon one year's written notice, solely for the purpose of selling that Site. District shall give City the right of first refusal to purchase such Site, subject to the following provisions:

(i) One year after said written notice, District shall establish the price and terms upon which it is willing to sell the Site and shall

give written notice thereof to the City.

(ii) For sixty (60) days from the date of delivery of the notice, City shall have the right to notify District it will exercise its right to purchase such Site at the price and on the terms and conditions stated in the notice; provided that the price shall be reduced by any previous agreements still in force between City and District regarding the price of such Site and by any state or federal law, including but not limited to the Naylor Act (Education Code Section 39390 et seq.), affecting the price of such Site.

(iii) If within said sixty (60) day period the City notifies District that it will exercise its right to purchase such Site, escrow on the Site shall be opened immediately and shall close within ninety (90) days of the notice by City to District that it is exercising its right to purchase.

(iv) If the City notifies District it will not exercise its right to purchase such Site, or does not notify District it will exercise its right to purchase such Site within 60 days of receiving notice from the District, the District may sell such Site at a price not less than the price and on the terms and conditions specified in the notice.

(b) Notwithstanding the provisions of Sections 4.1, in the event the District wishes to reopen, as an operating school, any of the Covenanted Sites described in *Exhibits D, E and F*, it may do so upon written notice to City provided, however, in such event, City and District shall amend this agreement to include within the Covenant Not to Develop set forth in Section 4.1, two operating elementary school sites of the District within the City limits of the City of Palo Alto. The City's payment obligations to District as set forth in Section 2.2 shall not be reduced by reason of the reopening of one of the Covenanted Sites provided that the District includes within the Covenant Not to Develop two operating elementary schools.

(c) Reduction in Payment. If the District partially terminates this Lease with regard to a Covenanted Site under Section 6.5.3, the Payment due under this Lease shall be reduced according to the proportion of payment allocated to such Site as set forth in Section 2.2.

6.5.3 Surrender Upon Termination. Upon occurrence of any termination event, this Lease will terminate, or partially terminate as set forth herein, and all City's rights, title and interest in the Leased Site (*Exhibit A*) or Extended Day Care spaces (*Exhibit L*) shall terminate. City shall surrender and vacate the said Site and spaces in reasonably the same condition as City received them, reasonable wear and tear excepted, and subject to the provision contained in Section 3.5.1. District shall have the right to re-enter and take possession of said Site and/or spaces and remove all persons therefrom and remove City's property and place that property in storage in a public warehouse, or store the same elsewhere, all at the expense of City, or sell the same as provided by law for the purpose of recovering any money due and unpaid hereunder by City to District, including District's storage costs. Upon termination of this Lease,

District shall have the right to recover from City all damages caused by any breach hereof by City, together with any payment due hereunder and unpaid, including all reasonable attorneys' fees and court costs which may be incurred in recovering possession of said Site and/or spaces and in collecting such damages or such payments.

6.5.4 Future Development. Upon the expiration or earlier termination of this Lease, the District shall be free to sell, lease or otherwise dispose of the Sites described in *Exhibits A-G* and *Exhibit L* which are the subject of this Lease. However, it is understood by the parties that (a) the District shall have all the same rights and obligations with respect to the development of the Sites as any other developer, and (b) the City shall have the same rights and responsibilities as it would normally have in reviewing and considering any development project that would come before it.

6.5.5 Inconsistencies with Other Agreements. If any provision regarding termination set forth in Section 6.5 hereof is inconsistent with any provision regarding termination set forth in any other agreement between City and District regarding any Site subject to this Lease, the provision in this Lease shall prevail.

6.6 Notices. Any demand or notice which either party shall be required, or may desire, to make upon or give to the other, shall be in writing and shall be delivered personally upon the other, or sent by prepaid registered or certified mail addressed to the respective parties as follows:

DISTRICT: Palo Alto Unified School District
25 Churchill Avenue
Palo Alto, CA 94306
Attention: Superintendent of Schools

CITY: City Clerk
City of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 94301
Attention: Manager, Real Property

Notice sent by registered or certified mail in accordance with this Section shall be deemed delivered 72 hours from the date of mailing.

6.7 Attorneys' Fees. If any action or proceeding at law or in equity, or an arbitration proceeding, shall be brought to enforce or interpret any of the terms, covenants or conditions of this Lease, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees. "Prevailing party" within the meaning of this paragraph shall include, without limitation, a party who brings an action against the other after the other is in breach or default, if such action is dismissed upon the other's payment of the sums allegedly due for performance of the covenants allegedly breached, or if the party commencing such action or proceeding obtains substantially the relief sought by it in such

action, whether or not such action proceeds to a final judgment or determination.

6.8 Holding Over. This Lease shall terminate without further notice at the expiration of the Lease term. Any holding over on the Leased Site and Extended Day Care spaces after the expiration of the Lease term, with the express written consent of District, shall be construed to be a tenancy from month to month, at a monthly rental of the last applicable base payment, and shall otherwise be on the terms and conditions herein specified.

6.9 Validity and Severability. If for any reason any portion of this Lease shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by the District or by the City, or if for any reason it is held by such a court that any of the covenants and conditions of the City or District hereunder, including the covenant to make payments hereunder, is unenforceable for the full term hereof, then and in such event, this Lease is and shall be deemed to be a lease from year to year under which the rentals are to be paid by the City annually in consideration of the right of the City to possess, occupy and use the Leased Site and Extended Day Care space, and all other terms, provisions and conditions of this Lease, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

6.10 Waiver. The waiver by either party hereto of any breach by the other party of any agreement, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other agreement, covenant or condition hereof. The receipt by District of any payments with knowledge of any default on the part of City in the observance or performance of any of the provisions of this Lease shall not be deemed to be a waiver of the provisions of this Lease.

6.11 Successors and Assigns. This Lease shall inure to the benefit of and shall be binding upon the District, the City and their respective successors and assigns, subject to the provisions of Section 3.11.

6.12 Agreement Represents Complete Agreement. This Lease represents the entire contract between the parties and supersedes and cancels any and all previous leases, negotiations, arrangements, representations, agreements and understandings between the District and the City concerning the Sites and matters covered hereby, except that the Lease previously entered into between City and District regarding the Ohlone Turf shall not be affected by this Lease.

6.13 Law Governing. This Lease shall be construed and interpreted in accordance with the laws of the State of California.

6.14 Changes in State Law. In the event that changes in state law occur whereby District is not permitted, in whole or in part, to retain payments due it from any source, other than the City, because of provisions of this lease, District shall promptly notify City, and District and City agree to renegotiate terms of this

Lease. Such negotiations shall be directed to assuring that payments due under this Lease will not directly or indirectly replace, or stand in lieu of, payments due District from any other source.

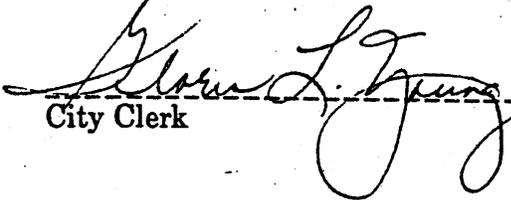
6.15 Amendment. No amendment to this Lease shall be made except in writing and executed by both the District and the City.

6.16 Memorandum of Lease. Upon execution hereof the City shall record in the County Recorder's Office a Memorandum of Lease referencing this Lease.

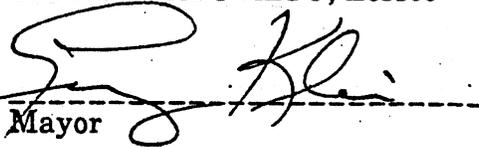
IN WITNESS WHEREOF, The District and the City have caused this Lease to be executed by their respective officers as of the day and year first above written.

ATTEST:

CITY OF PALO ALTO, Lessee



City Clerk



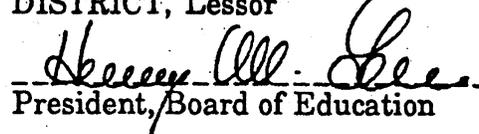
Mayor

APPROVED AS TO FORM:

PALO ALTO UNIFIED SCHOOL DISTRICT, Lessor



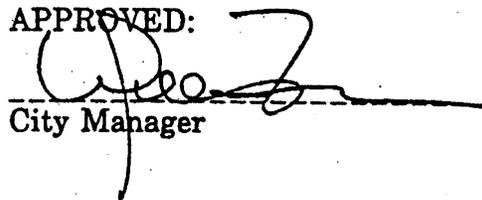
City Attorney



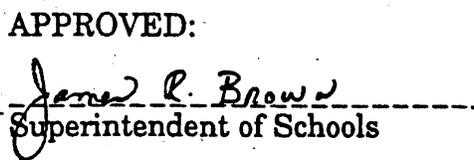
President, Board of Education

APPROVED:

APPROVED:



City Manager



Superintendent of Schools

SUMMARY OF EXHIBITS

A	CUBBERLEY	Legal Description and Maps
B	JORDAN	Legal Description and Maps
C	JANE LATHROP STANFORD	Legal Description and Maps
D	OHLONE	Legal Description and Maps
E	GARLAND	Legal Description and Maps
F	GREENDELL	Legal Description and Maps
G	JORDAN TURF	Legal Description and Maps
H	DETAILED EXAMPLE CALCULATIONS FOR PAYMENT ESCALATION	
I	PRE-LEASE CONDITION OF LEASED SITE (CUBBERLEY)	
J	LEASES FOR CUBBERLEY SPACE ASSIGNED TO CITY	
K	ASBESTOS INSPECTION REPORT	
L	EXTENDED DAY CARE SPACES	
M	PORTIONS OF SITES SUBJECT TO NAYLOR	

AMENDMENT NO. 1
TO LEASE AND COVENANT NOT TO DEVELOP BETWEEN
THE CITY OF PALO ALTO AND
THE PALO ALTO UNIFIED SCHOOL DISTRICT

THIS AMENDMENT to the Lease and Covenant Not to Develop ("Lease") between the City of Palo Alto ("City") and the Palo Alto Unified School District ("District"), dated September 1, 1989, is made and entered into by City and District this 21st day of July, 1998.

R E C I T A L S:

A. Pursuant to Section 4.1 of the Lease, District covenants with City and City covenants with District that, in order to prevent further burden on City's infrastructure and preserve a substantial amount of City's remaining open space, certain school sites shall not be subdivided, sold or developed with additional square footage to be used for non-school district purposes.

B. The "Covenanted Sites" are described in Exhibits B, C, D, E, F and G, which are made a part of the Lease by reference. One of the Covenanted Sites is the Ohlone site, commonly known as "old" Ohlone, and more recently renamed "Hoover School."

C. Section 6.5.2(b) of the Lease provides that in the event District wishes to reopen, as an operating school, any of the Covenanted Sites described in Exhibits D, E, and F, it may do so upon written notice to City, provided that in such event, City and District shall amend the Lease to include within the Covenant Not to Develop two operating elementary school sites of District within the city limits of the City of Palo Alto.

D. District has resolved to reopen the Ohlone site and to designate the Walter Hays site and the Juana Briones site, both sites being within the city limits of the City of Palo Alto, as the two operating school sites to be substituted for the Ohlone site.

E. Pursuant to Section 5 of the Lease, City has operated extended day care services at eleven school sites described in Exhibit L; and City, at its sole discretion, may agree to operate an extended day child care program at additional elementary school sites.

F. City believes that the public interest will be served by operating an additional extended day care program, at the Ohlone site, and therefore, agrees to do so.

E. City and District desire to amend the Lease to provide for the reopening of the Ohlone site and the substitution of the Walter Hays site and the Juana Briones site within the Covenant Not to Develop, and to provide for City's operation of an extended day care program at the Ohlone site.

NOW, THEREFORE, in consideration of their mutual covenants and agreements, the parties hereto agree to amend the Lease as follows:

SECTION 1. Paragraph 1.1.8 is hereby amended to read as follows:

"1.1.8 Covenanted Sites. The term "Covenanted Sites" means all of that certain property situated in the City described in Exhibits B, C, D-1, D-2, E, F and G attached hereto and made a part hereof."

SECTION 2. Paragraph 1.1.9 is hereby deleted.

SECTION 3. Paragraphs 1.1.9.1 and 1.1.9.2, respectively, are hereby added to read as follows:

"1.1.9.1 Walter Hays Site. The term 'Walter Hays Site' means all of that certain real property situated in the City described in Exhibit D-1 attached hereto and made a part hereof.

"1.1.9.2 Juana Briones Site. The term 'Juana Briones Site' means all of that certain real property situated in the City described in Exhibit D-2 attached hereto and made a part hereof."

SECTION 4. Paragraph 2.2 is hereby amended to read as follows:

"Walter Hays Juana Briones	\$204,742	(this amount attributable to both school sites together)
Garland	\$182,804	
Greendell	\$182,804	
Jane Lathrop Stanford	\$236,000	
Jordan	\$164,000"	

SECTION 5. Paragraph 2.3 is hereby amended to read as follows:

"2.3 Payment for Extended Day Care Spaces. As consideration for use of the eleven spaces pursuant to Section 5.0 of this agreement, City shall pay

annually to District the sum of \$300,000 or \$27,273 per space. All payments to District by City shall be made in twelve (12) equal installments payable monthly commencing on January 31, 1990.

"As of September 1, 1998, City's annual payment to District shall be increased by the sum of \$34,792 to reflect the operation by City of an extended day care program at the "old" Ohlone (now Hoover) school site.

"Payment for additional spaces shall be at the adjusted rate for child care space as provided for in Sections 2.3 and 2.7 of this agreement."

SECTION 6. Section 4.1 is hereby amended to read as follows:

"4.1 District hereby covenants with City and City hereby covenants with District that, in order to prevent a further burden on the City's infrastructure and in order to preserve a substantial amount of the City's remaining open space, which contributes to the welfare of the City's residents, the Covenanted Sites situated in the City of Palo Alto and described in Exhibits B, C, D-1, D-2, E, F and G attached hereto and made a part hereof, shall not be (1) subdivided, (2) sold or (3) developed with additional square footage to be used for non-school district purposes for the term of this Lease, for the consideration and upon all the conditions set forth herein, provided that the district may add portable non-permanent structures totaling no more than 2,000 square feet per Covenanted Site. If the District adds such square footage on any Covenanted Site, it shall give written notice to the City within 30 days of such addition.

Upon the expiration or earlier termination of this Lease, except as provided in Section 4.2, the City shall execute and deliver to District a quitclaim deed for the Covenanted Sites, unless otherwise agreed to by the parties."

SECTION 7. Exhibit D to the Lease is deleted and replaced with Exhibits D-1 and Exhibits D-2, respectively; and the Summary of Exhibits is amended accordingly.

SECTION 8. As amended herein, the Lease dated September 1, 1989 remains in full force and effect. In case of any conflict

between any of the amendments made in this Amendment No. 1 and the remaining provisions of the Lease as entered into September 1, 1989, the Lease shall be interpreted so as to give effect to the provisions of this Amendment No. 1.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed by their respective officers as of the day and year first above written.

ATTEST:

Blaine L. Gouy
City Clerk

CITY OF PALO ALTO, Lessee

Richard Rosenbaum
Mayor

APPROVED AS TO FORM:

Susan W. Chase
Senior Asst. City Attorney

PALO ALTO UNIFIED SCHOOL DISTRICT, Lessor

J. D. ...
President, Board of Education

APPROVED:

E. Hansen
Assistant City Manager

APPROVED:

[Signature]
Superintendent of Schools

AMENDMENT NO. 2 TO LEASE AND
COVENANT NOT TO DEVELOP BETWEEN
THE CITY OF PALO ALTO AND
THE PALO ALTO UNIFIED SCHOOL DISTRICT

This Amendment No. 2 to Lease and Covenant Not to Develop is entered into this 13th day of August, 2002 by and between the Palo Alto Unified School District ("District") and the City of Palo Alto, a municipal Corporation ("City").

RECITALS

A. The City and the District entered into that certain Lease and Covenant Not to Develop on September 1, 1989 ("Lease") which provides in part that the City leases from the District certain property commonly referred to as the Cubberley Site. The parties entered into the Amendment No. 1 to Lease and Covenant Not to Develop on July 20, 1998.

B. The City and the District have now entered into a property exchange agreement whereby the City will convey to the District a portion of a site known as the Terman site in exchange for the District conveying fee title to the City of 7.97 acres of the Cubberley Site. The City will continue to lease from the District the remaining portion of the Cubberley Site.

C. Pursuant to Section 4.1 of the Lease, District covenants with City and City covenants with District that, in order to prevent further burden on City's infrastructure and preserve a substantial amount of City's remaining open space, certain school sites shall not be subdivided, sold or developed with additional square footage to be used for non-school district purposes.

D. Section 6.5.2(b) of the Lease provides that in the event District wishes to reopen, as an operating school, any of the Covenanted Sites described in Exhibits D, E, and F, it may do so upon written notice to City, provided that in such event, City and District shall amend the Lease to include within the Covenant Not to Develop two operating elementary school sites of District within the city limits of the City of Palo Alto. Amendment No. 1 to the Lease and Covenant Not to Develop

7. Cubberley Lease. Section 3.0 of the Lease is hereby amended in its entirety to read as follows:

"3.0 Cubberley Lease. District hereby leases to City and City hereby leases from District for the term, at the rental, and upon all of the conditions set forth herein, the Leased Site commonly known as 'Cubberley School' situated in the City of Palo Alto described in Exhibit A attached hereto and made a part hereof and all improvements thereon. As of September 1, 2002, the total acreage of the Leased Site is approximately 27.48 acres of which 15.94 acres is outdoor recreation area; the remaining 11.54 acres is comprised of parking lot area, walkways, and approximately 80,150 square feet of buildings; however, it is understood that such acreage and square footage figures are only approximate and have not been precisely determined.

8. Covenant Not to Develop. Section 4.1 of the Lease is hereby amended in its entirety to read as follows:

"4.1 District hereby covenants with City and City hereby covenants with District that, in order to prevent a further burden on the City's infrastructure and in order to preserve a substantial amount of the City's remaining open space, which contributes to the welfare of the City's residents, the Covenanted Sites situated in the City of Palo Alto and described in Exhibits B, C, D-1, D-2, E-1, E-2, F and G attached hereto and made a part hereof, shall not be (1) subdivided, (2) sold or (3) developed with additional square footage to be used for non-school district purposes for the term of this Lease, for the consideration and upon all the conditions set forth herein; provided that the district may add portable non-permanent structures totaling no more than 2,000 square feet per Covenanted Site. If the District adds such square footage on any Covenanted Site, it shall give written notice to the City within 30 days of such addition. Provided, City hereby agrees that placement of up to nine portable class rooms and one portable bathroom, each consisting of approximately 960 square feet, on the Greendell Site, to be used by the JCC as

an interim relocation site for childhood development programs for not more than eight years, shall not be a violation of this Covenant. City acknowledges that location and use of such facilities by District itself for school-district purposes is not a violation of the Covenant and does not require City consent. JCC may not place or use portable facilities on the Greendell Site prior to obtaining a conditional use permit from City.

Upon the expiration or earlier termination of this Lease, except as provided in Section 4.2, the City shall execute and deliver to District a quitclaim deed for the Covenanted Sites, unless otherwise agreed to by the parties."

9. Exhibit E to the Lease is deleted and replaced with Exhibits E-1 and Exhibits E-2, respectively; and the Summary of Exhibits is amended accordingly.

10. District Option to Open Compact High School. Notwithstanding any other provision of the Lease, after the JCC has removed its programs from the City-owned property at the former Cubberley School and from the Leased Site, District may terminate the Lease with respect to all or a portion of the Leased Site so that it may operate a compact high school at Cubberley. District must provide twenty-four (24) months written notice to City of such termination or partial termination. If the District elects a partial termination, the notice shall include a map and legal description specifying the new Leased Site, and the City's payment for the Leased Site, shall be reduced in proportion to the reduction in the land area of the Leased Site. Further, if the District elects a complete or partial termination of the Lease under this Section 10, the District and City shall enter into a joint use agreement regarding the gym, cafeteria, theatre and fields. The Covenant Not to Develop shall remain in effect.

11. Effect of Amendment No. 2.

(a) As amended herein, the Lease dated September 1, 1989 and Amendment No. 1 remain in full force and effect. In case of any conflict between any of the amendments made in this Amendment No. 2 and the remaining provisions of the Lease as entered into September 1, 1989 and Amendment No. 1, the

Lease and Amendment No. 1 shall be interpreted so as to give effect to the provisions of this Amendment No. 2.

(b) This Amendment No. 2 shall be effective upon the date first written above. By separate agreement, parties have agreed that prior to September 1, 2002, District shall transfer to City fee title to that portion of the Cubberley Site removed from the leasehold by Section 7 of this Amendment No. 2. If, pursuant to that agreement, the transfer of Cubberley property to City and the release of City's interest in the reduction in City rent will be accelerated to coordinate with that closing, and the transfer to the District of the City's right to receive rental income for the Terman Site from the JCC.

IN WITNESS WHEREOF, the District and the City have caused this Amendment No. 2 to be executed by their respective officers as of the day and year first above written.

ATTEST:

Monna J. Rogers
City Clerk

CITY OF PALO ALTO

Vince Opel
Mayor

APPROVED AS TO FORM:

Wynne S. Fuld
Senior Asst. City Attorney

PALO ALTO UNIFIED SCHOOL
DISTRICT, Lessor

M. B. M.
President, Board of Education

APPROVED:

Benet
City Manager

APPROVED:

Mary Frances Fallon
Superintendent of Schools

Exhibit E-1 Addison Site (Legal Description and Map)
Exhibit E-2 El Carmelo Site (Legal Description and Map)

EXHIBIT E2
EL CARMELO SITE
PROPERTY DESCRIPTION

A portion of real property situated in the City of Palo Alto, County of Santa Clara, State of California more particularly described as follows;

(Grant Deed Book 2126 page 525, dated July 2, 1951)

ALL of Block 20 as laid down designated and delineated upon that certain map entitle, "Map No. 1 Map of Stanford City, Santa Clara County, California " recorded May 3, 1910 in the office of the Recorder of the County of Santa Clara, State of California, in Vol. "M" of Maps, page 97 records of said County and

(Resolution and order proclaiming the Abandonment of a County Road Book 2140 page 146, dated January 22, 2951)

El Capitan Road from its intersection with Ramona Street to its intersection with Bryant Street, as the same is delineated and designated upon that certain Map entitled "Map No. 1 Map of Stanford City, Santa Clara County, California " recorded May 3, 1910 in the office of the Recorder of the County of Santa Clara, State of California, in Vol. "M" of Maps, page 97 records of said County and

(Corporation Grant Deed Book 2143 page 235, dated January 30, 1951)

Lots 1 to 18 inclusive in Block 21 as laid down, designated and delineated upon that certain Map entitled, "Map No. 1 Map of Stanford City, Santa Clara County, California " recorded May 3, 1910 in the office of the Recorder of the County of Santa Clara, State of California, in Vol. "M" of Maps, page 97 records of said County and excepting therefrom:

(Grant Deed Book 2455 page 584, dated February 13, 1952)

Beginning at a point on the northwesterly line of Loma Verda Avenue, formerly called College Avenue, distant northeasterly upon said line 10.78 feet from the most southerly corner of Lot 14, Block 21 Map No. 1 Map of Stanford City, Santa Clara County, California " recorded May 3, 1910 in the office of the Recorder of the County of Santa Clara, State of California, in Vol. "M" of Maps, page 97, records of Santa Clara County, California:

thence southwesterly along a curve to the right, having a radius of 370 feet and a central angle of $18^{\circ} 12'$, an arc distance of 117.53 feet;

thence South $56^{\circ} 42'$ West 4.82 feet;

thence southwesterly along a curve to the right, having a radius of 20.00 feet and a central angle of $36^{\circ} 48' 34''$, an arc distance of 12.84 feet to a point on the southwestly line of Lot 18 of said Block;

thence South $51^{\circ} 30'$ East 27.56 feet to the most southerly corner of said Lot 18,

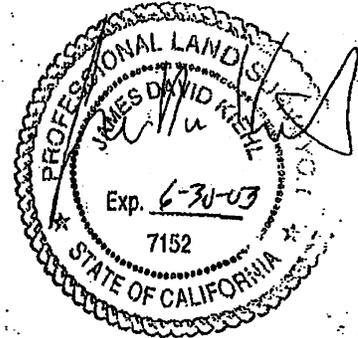
thence North 38° 30' East along said line of Loma Verda Avenue 130.28 feet to the point of beginning, being a part of Lots 14, 15, 16, 17 and 18 of said Block 21 and contain 0.025 acres, more or less.

Parcel contains 189,963 square feet or 4.3609 acres more or less.

Parcel is shown on attached map Exhibit "E2" and made a part hereof.

END OF DESCRIPTION

Requested by: Bill Fellman _____
Check by: Jay Remley *JR* _____
Check by: James Bourquin _____



Expires 6-30-03
JAMES DAVID KIEHL P.L.S. 7152
PREPARED BY / APPROVED

LEGAL: 13204834.Word REVISION (1) 4-29-2002
PLAT: 13204834.DWG
TITLE REPORT: #56901-52990146-PRT dated March 28, 2002.
This description is based upon information from record data and said title report.

LEASE AMENDMENT AND LAND EXCHANGE AGREEMENT

This Lease Amendment and Land Exchange Agreement is entered into this 13th day of August, 2001 by and between the Palo Alto Unified School District ("District") and the City of Palo Alto, a municipal corporation ("City").

RECITALS

A. The District is the owner of the certain property as described and shown in Exhibit A attached hereto and commonly referred to as the Cubberley Site.

B. The District and the City have entered into a Lease and Covenant Not to Develop dated September 1, 1989 whereby the District leased to the City the Cubberley Site.

C. The District is the legal owner of certain property as shown in Exhibit B attached hereto and commonly referred to as the Terman Site.

D. In 1981, the District entered into a Lease to Purchase Agreement (the "Terman Lease Purchase Agreement") with the City whereby the City leased the Terman Site, including both the New Terman School Site and the adjacent Terman Park, from the District for 20 years with the right to acquire the Terman Site on November 1, 2000. The City exercised its option under the lease in a timely fashion, but with the consent of City, the District has not yet delivered title to the Terman Site to the City, and the City has remained in possession of the Terman Site.

E. The District has determined that in order to provide a quality education experience the desired range of school size for middle schools is 600 to 900 students. The District currently operates two middle schools, one of which has an enrollment of 1,076 students and the other of which has an enrollment of 1,179 students. In order to ensure that middle school students in the District receive the best education possible, the District has determined that it is necessary to open a third middle school in order to reduce the enrollments at the middle schools to the range of 600 to 900 students.

F. The District has conducted an extensive search for a site of the new middle school. Based on the residences of

the current middle school population, the District has determined that a portion of the Terman Site, as shown in Exhibit C attached hereto and incorporated herein ("the New Terman School Site") is the most appropriate location for the middle school.

G. In order to permit the District to reopen a middle school at the New Terman School Site the City has agreed to exchange its right to acquire the New Terman School Site for a fee interest in a portion of the Cubberley School Site which portion is of equal size to the New Terman School Site.

H. The City, with the consent of the District, and the Albert L. Schultz Jewish Community Center ("the JCC") entered into a sublease for a portion of the New Terman School Site ("the JCC Sublease") in 1982. The JCC Sublease has not expired. Under the terms of a Lease Termination and Mutual Release Agreement approved by the City Council on September 10, 2001 between the City and the JCC and a separate Settlement and Relocation Agreement between the District and the JCC, the sublease between the City and the JCC will continue in effect after transfer of title to the New Terman School Site.

I. The City and the District recognize and acknowledge that if the parties did not enter into this Agreement, and the parties and the JCC had not entered into the Lease Termination and Mutual Release Agreement and the Settlement and Relocation Agreement, the District would consider instituting eminent domain action to acquire the New Terman School Site and there would likely be opposition to such eminent domain action.

NOW, THEREFORE, for good and valuable consideration, the City and the District agree as follow:

1. Terman Site

The Terman Lease currently provides that upon expiration of the Lease Term, which expiration occurred on November 9, 2000, the District was to have conveyed to the City fee title to the "Terman Site". Due to the District's determination that a portion of the Terman Site, namely the New Terman School Site, is the most appropriate place to open a middle school that is needed to serve the community, the City and the District hereby agree to amend the Terman Lease as follows:

(a) The Term of the Terman Lease is hereby extended to September 1, 2002.

(b) The City shall make no further rental payments.

(c) Notwithstanding anything to the contrary in the Terman Lease, the District agrees that on or before September 1, 2002, the District shall convey to the City by grant deed fee title to that portion of the Terman Site identified in Exhibit D attached hereto and incorporated herein as Terman Park, subject to those exceptions shown on the Preliminary Report attached hereto as Exhibit E. The City shall chose the escrow company and title company to be used and shall pay all costs of escrow and title insurance; the District shall sign and deliver a grant deed and such other documents as are reasonably required to close escrow within thirty days after they are presented to District for signature.

(d) Notwithstanding anything to the contrary in the Terman Lease, the City agrees that on or before September 1, 2002, the City shall execute a quitclaim deed or such other document as the District may request relinquishing any leasehold rights or rights of ownership the City has to the New Terman School Site, as shown in Exhibit C.

(e) The City and the District agree to execute and record in the Official Records of the County of Santa Clara a termination of lease terminating the Terman Lease effective as of September 1, 2002.

(f) The City shall convey its interest in the New Terman School Site subject to the sublease to the JCC.

(g) The City and the District shall enter into a joint use agreement regarding Terman Site in substantially the form attached hereto as Exhibit F.

2. Cubberley Property

(a) The District in consideration for the City relinquishing control of the New Terman School Site hereby agrees to convey fee title by way of a grant deed a portion of the Cubberley Site ("Cubberley Conveyance Property") as set forth in Exhibit G attached hereto and incorporated herein

simultaneously with City's relinquishments of its rights to the New Terman School Site subject to those exceptions shown on the Preliminary Report attached hereto as Exhibit H. The City shall chose the escrow company and title company to be used and shall pay all costs of escrow and title insurance; the District shall sign and deliver a grant deed and such other documents as are reasonably required to close escrow within thirty days after they are presented to District for signature.

(b) Prior to the conveyance of the Cubberley Conveyance Property, the City and the District will agree on the legal description and surveyor's map describing the Cubberley Conveyance Property, which legal description and map shall generally conform to the property lines set forth in Exhibit G. At the time the Cubberley Conveyance Property is conveyed to the City, the City and the District shall execute the Amendment No. 2 to Lease and Covenant Not to Develop attached hereto and incorporated herein as Exhibit I.

3. District Right to Acquire

If the City wishes to sell its fee interest in the Cubberley Conveyance Property any time prior to September 1, 2022, the City shall give written notice of such intention to the District. The District shall have the option to acquire the Cubberley Conveyance Property for fair market value. If the City and the District are unable to agree on fair market value, the purchase price for the Cubberley Conveyance Property shall be determined as follows: The fair market value of the property shall be determined by a state-certified appraiser acceptable to City and District with the cost of the appraisal to be shared by City and District equally. Should City and PAUSD not agree upon a State certified designated appraiser, one shall be appointed by the presiding judge of the Superior Court of Santa Clara County. The district must provide the City with written notice of its intent to acquire the Cubberley Conveyance Property within ninety (90) days of receiving notice from the City of its intent to sell the Cubberley Conveyance Property.

4. City Right to Acquire

If the District wishes to sell its fee interest in the New Terman School Site any time prior to September 1, 2022, the District shall give written notice of such intention to the City. The City shall have the option to acquire the New Terman School Site for fair market value. If the District and the City are unable to agree on fair market value, the purchase

price for the District Portion of the Terman Site shall be determined as follows: The fair market value of the property shall be determined by a state-certified appraiser acceptable to City and District with the cost of the appraisal to be shared by City and District equally. Should City and PAUSD not agree upon a State certified appraiser, one shall be appointed by the presiding judge of the Superior Court of Santa Clara County. The City must provide the District with written notice of its intent to acquire the New Terman School Site within ninety (90) days of receiving notice from the District City of its intent to sell the new Terman School Site.

5. Settlement of Potential Litigation

The City and the District acknowledge that this Agreement is being entered into in order to settle potential litigation regarding the possession of the New Terman School Site. The Parties agree that no part of this Agreement will be admissible as evidence in a court of law in the event the District institutes eminent domain actions to acquire possession of the New Terman School Site and that this Settlement Agreement shall be subject to the applicable California Evidence Code Section related to the inadmissibility of settlement discussions.

6. Mutual Release

Upon performance of the parties' obligations under this Agreement, and in consideration for the conveyance of the Cubberley Conveyance Property, and other consideration set forth herein, the City hereby releases and forever discharges, on behalf of the City, and its successors, assigns, heirs, executors and administrators, the District and its board members, officers, directors, employees, agents, contractors and affiliates from any and all demands, claims or causes of action against the District, including without limitation all claims, demands or causes of action arising out of or pertaining to any occurrence, event, circumstances or matter of any kind or nature arising out of, directly or indirectly, the acquisition of the New Terman School Site by the District, including, but not limited, to any claims for compensation for leasehold value, fixtures and equipment, loss of business goodwill, severance damages, interest, litigation expenses, attorneys' fees and costs (including, but not limited to, costs incurred to negotiate this Agreement), loss or damages for inverse condemnation, unreasonable precondemnation delay, unreasonable precondemnation activities and statutory relocation benefits.

Upon performance of the parties' obligations under this Agreement, and in consideration for the City relinquishing its rights to the New Terman School Site and other consideration herein set forth, the District hereby releases and forever discharges, on behalf of the District, its successors, assigns, heirs, executors and administrators, the City and its council members, officers, directors, employees, agents, contractors and affiliates from any and all demands, claims or causes of action against the City relating to the City's occupancy of the New Terman School Site including attorneys' fees and costs (including costs to negotiate this Agreement).

In giving this release, the City and the District expressly waive the protection of Civil Code Section 1542, which statute provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with debtor."

District



City

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7. Headings

The title and headings of the various Section of this Agreement are intended for means of reference and are not intended to place any construction on the provisions of this Agreement.

8. Invalidity

If any provisions of this Agreement shall be invalid or unenforceable, the remaining provisions shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Entire Agreement

The terms of this Agreement are intended by the Parties as a final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. No provision of this Agreement may be amended except

by an agreement in writing signed by the Parties hereto or their respective successors in interest. The Parties were represented by attorneys with regard to the drafting of this Agreement, and neither party shall be deemed to be the drafter of this Agreement.

10. Successors

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

11. Governing Law

This Agreement shall be governed by the laws of the State of California.

12. Execution

This Agreement may be executed in multiple counterpart originals.

13. Attorneys' Fees

In the event of a breach of this Agreement, the non-breaching party shall recover all attorneys' fees and litigation expenses incurred as a result of such breach and/or to enforce this Agreement, including without limitation costs of appeal.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on or as of the date first above written.

ATTEST:

Monica J. Rogers
City Clerk

CITY OF PALO ALTO, Lessee

Vince Quinn
Mayor

APPROVED AS TO FORM:

Wynne Smith
Senior Asst. City Attorney

PALO ALTO UNIFIED SCHOOL DISTRICT, Lessor

Mark B. ...
President, Board of Education

APPROVED:

Frank ...
City Manager

APPROVED:

Harry ...
Superintendent of Schools

EXHIBITS:

- Exhibit A: Legal Description and Map of entire Cubberley Site
- Exhibit B: Map of the Terman Site, (including both New Terman School Site and Terman Park, both of which are identified on Exhibit B.)
- Exhibit C: Map of New Terman School Site, (which City will quitclaim to District.)
- Exhibit D: Map of Terman Park
- Exhibit E: Preliminary Report on Terman Park
- Exhibit F: Joint Use Agreement for Terman Site
- Exhibit G: Map of Cubberley Conveyance Property
- Exhibit H: Preliminary Report on Cubberley Conveyance Property
- Exhibit I: Amendment No. 2 to Lease and Covenant Not to Develop

EXHIBIT A

CUBBERLEY SITE
Legal Description

PARCEL 1 (continued)

Beginning at a point on the Southwesterly line of Middlefield Road at the most Northerly corner of that certain parcel of land conveyed by Ralph Grebmeier, et ux, to Rolf Grebmeier, a married man, by Deed dated August 14, 1954 and recorded October 15, 1954 in Book 2983 of Official Records, Page 211; thence leaving said line of Middlefield Road and running along the Northwesterly line of said Grebmeier parcel, South 57° 42' 46" West 221.83 feet; thence leaving said Northwesterly line of said Grebmeier parcel and running North 32° 04' 46" East 200.00 feet to a point on the Southwesterly line of Middlefield Road; thence along said line of Middlefield Road, South 57° 55' 14" East 95.97 feet to the point of beginning and being a portion of the Rancho Rincon de San Francisquito.

PARCEL 2

Beginning at the most Southerly corner of Lot 11 in Block 1, as shown on the Map of Tract 1310, Greenmeadow, which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on July 7, 1954 in Book 50 of Maps, Pages 50 and 51; thence along Southwesterly line of said Lot 11, North 33° 33' 18" West 40.00 feet; thence along a Southeasterly line of Lots 11 and 12, block 1, as shown on the Map hereinabove referred to, South 56° 26' 42" West 50.00 feet; thence along a Northeasterly line of said Lot 12, South 33° 33' 18" East 40.00 feet; thence along the Northeasterly prolongation of the most Southerly line of said Lot 12, North 56° 26' 42" East 50.00 feet to the point of beginning, and being a portion of the Santa Rita Rancho.

PARCEL 3

Beginning at a point on the Northwesterly line of that certain parcel of land conveyed by Ralph Grebmeier, et ux, to Rolf Grebmeier, a married man by Deed dated August 14, 1954 and recorded October 15, 1954 in Book 2983 of Official Records, Page 211, distant thereon, South 57° 42' 46" West 221.83 feet from the point of intersection of said Northwesterly line with the Southwesterly line of Middlefield Road; thence along the Northwesterly line of said Grebmeier parcel, South 57° 42' 46" West 221.83 feet to the most Westerly corner thereof; thence along the Southwesterly line of said Grebmeier parcel and parallel with said line of Middlefield Road, South 57° 55' 14" East 95.97 feet; thence leaving the Southwesterly line of said Grebmeier parcel and running North 32° 04' 46" East 200.00 feet to the point of beginning and being a portion of the Rancho Rincon de San Francisquito.

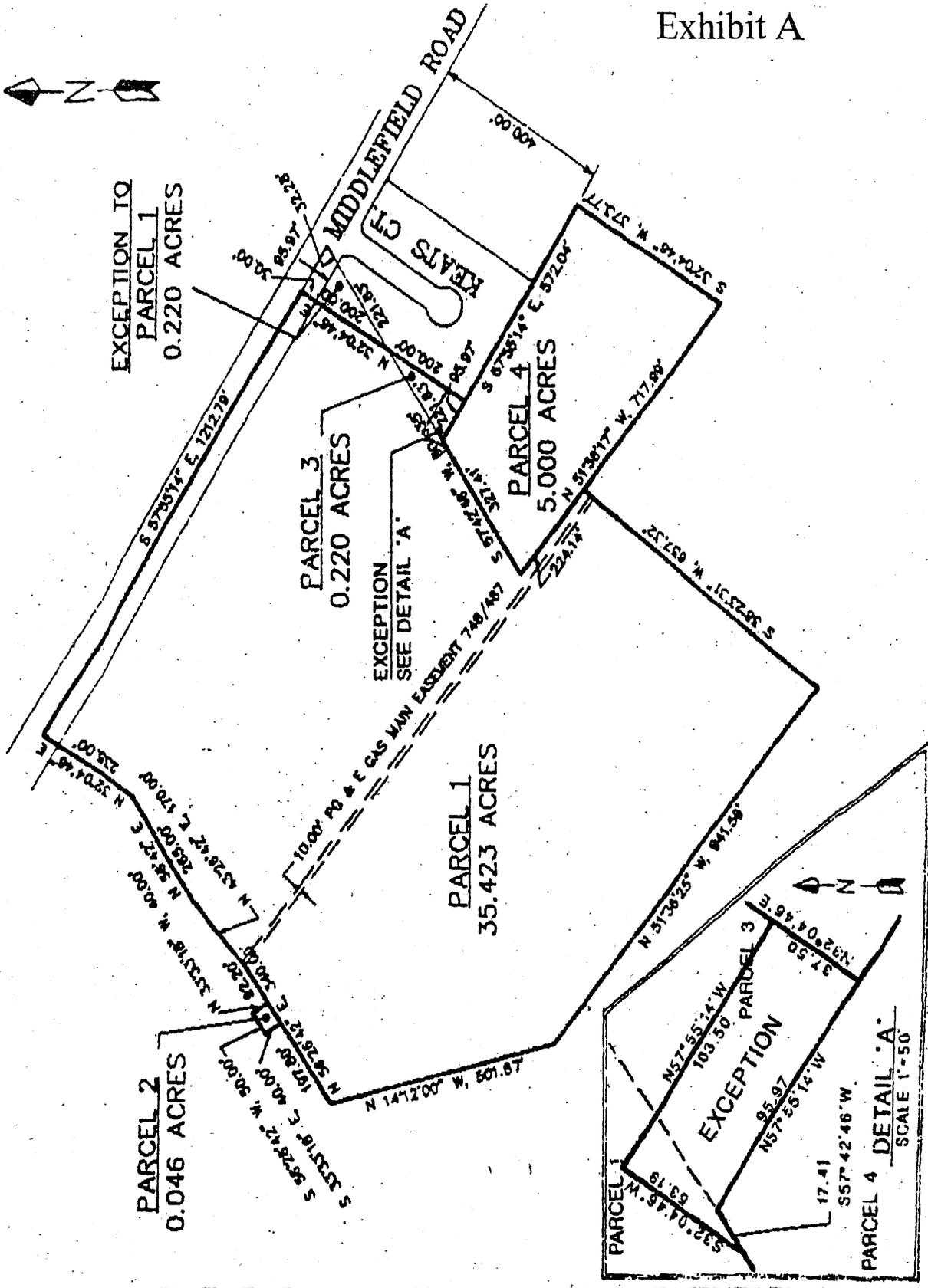
EXCEPTION

Excepting therefrom a portion of Parcel 1 and Parcel 3 described as follows:

Beginning at the most Southerly corner of the above described Parcel 3; thence North 57° 55' 14" West 95.97 feet; thence South 57° 42' 46" West 17.41 feet; thence North 32° 04' 46" East 53.19 feet; thence South 57° 55' 14" East 103.50 feet; thence South 32° 04' 46" West 37.50 feet to the point of beginning.

Containing 0.0905 acres.

Exhibit A

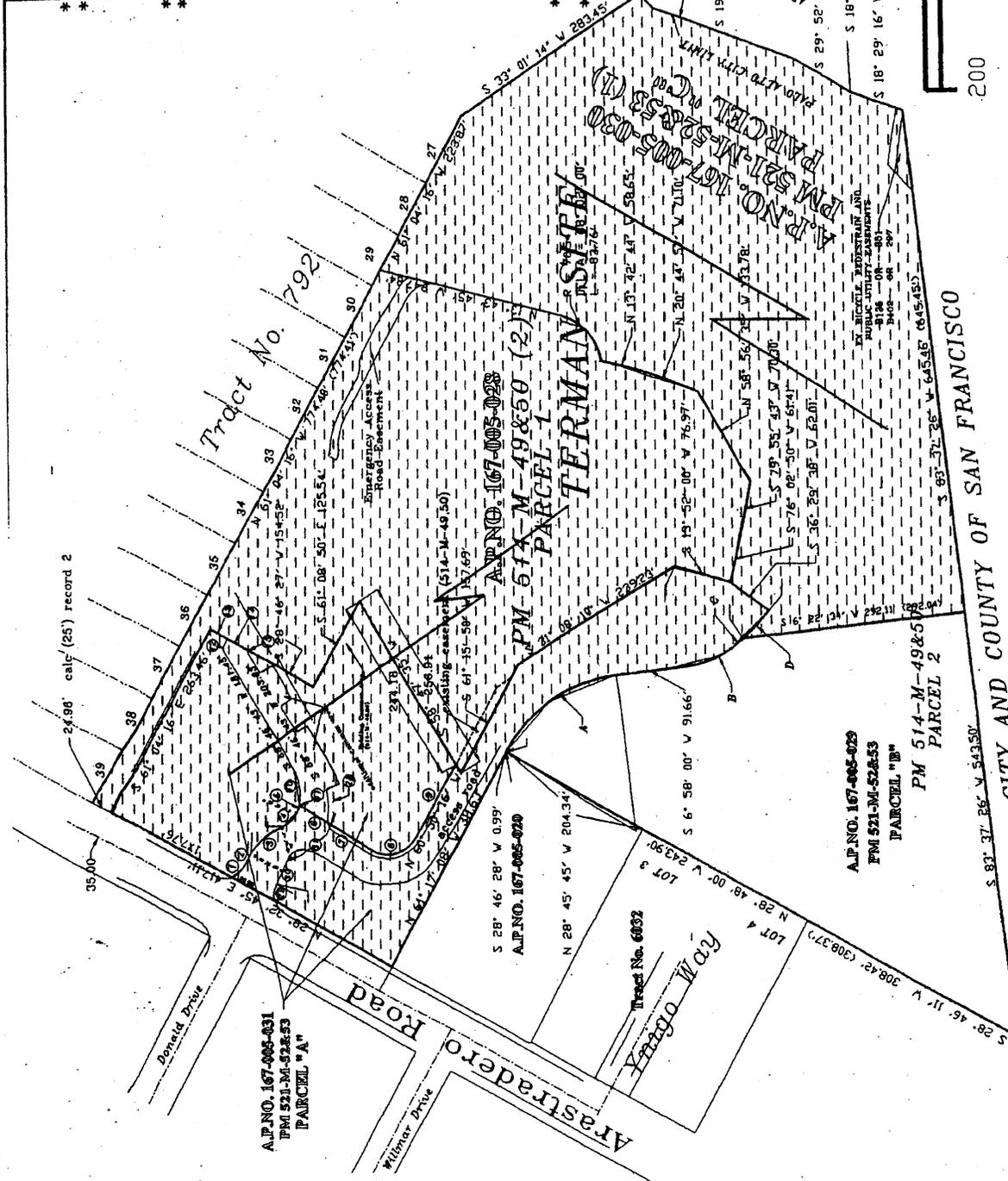


FIELD BOOK _____	DATE
PAGE _____	8/87
DRAMAN R. VILEGAS II	10/87
CHECKED J. REDLEY	
REVIEWED	

CUBBERLEY/GREENDELL
SCHOOL SITES
CITY OF PALO ALTO, CALIFORNIA

APPROVED: Nov. 6 1987
D.A. Matson
ENGINEER R.E.
REVISION:

Delta / Bearing	Radius	Length	(record)
A 52° 31' 14"	199'	182.41'	held
B 29° 01' 56"	130'	65.87'	held
C 04° 49' 51"	200'	18.48'	18.54
D 12° 41' 19"	220'	48.72'	12° 40' 22" 48.66'
E 4° 39' 48"	27.00'	21.05'	
F S 61° 27' 15" E		21.02'	
G 4° 11' 59"	70.00'	54.00'	
H 50° 59' 37"	30.00'	26.69'	
I 9° 31' 10"	60.00'	3.97'	9° 31' 07"
J S 30° 57' 08" W		63.34'	63.23'
K S 31° 39' 49" W		45.58'	held
L 91° 19' 48"	44.50'	70.93'	
M S 60° 50' 16" E		103.94'	
N 80° 33' 38" E		44.16'	
O 58° 46' 49" E		181.45'	
P 22° 40' 27" W	2.00'	14.17'	
Q N 28° 46' 27" E		3.09'	
R S 60° 33' 41" W		32.28'	
S 150° 10' 01"	1.30'	3.41'	
T S 48° 45' 49" W		28.43'	
U 90° 00' 00"	2.00'	3.14'	
V S 31° 14' 17" E		16.00'	
W 14° 21' 00"	88.00'	22.04'	
X N 16° 53' 17" W		16.03'	
Y 88° 24' 30"	2.00'	3.09'	
Z S 60° 33' 41" W		65.74'	
aa 26° 17' 49"	70.00'	32.13'	
ab 46° 03' 46"	27.00'	21.71'	
ac N 16° 53' 17" W	2.00'	16.03'	
ad S 60° 33' 41" W		65.74'	
ae 26° 17' 49"	70.00'	32.13'	
af 46° 03' 46"	27.00'	21.71'	
ag N 16° 53' 17" W		39.56'	
ah S 60° 33' 41" W		87.65'	
ai N 73° 36' 05" E		0.61'	
aj record		N 47° 27' 56" W	77.88'



SCALE: 1" = 200'

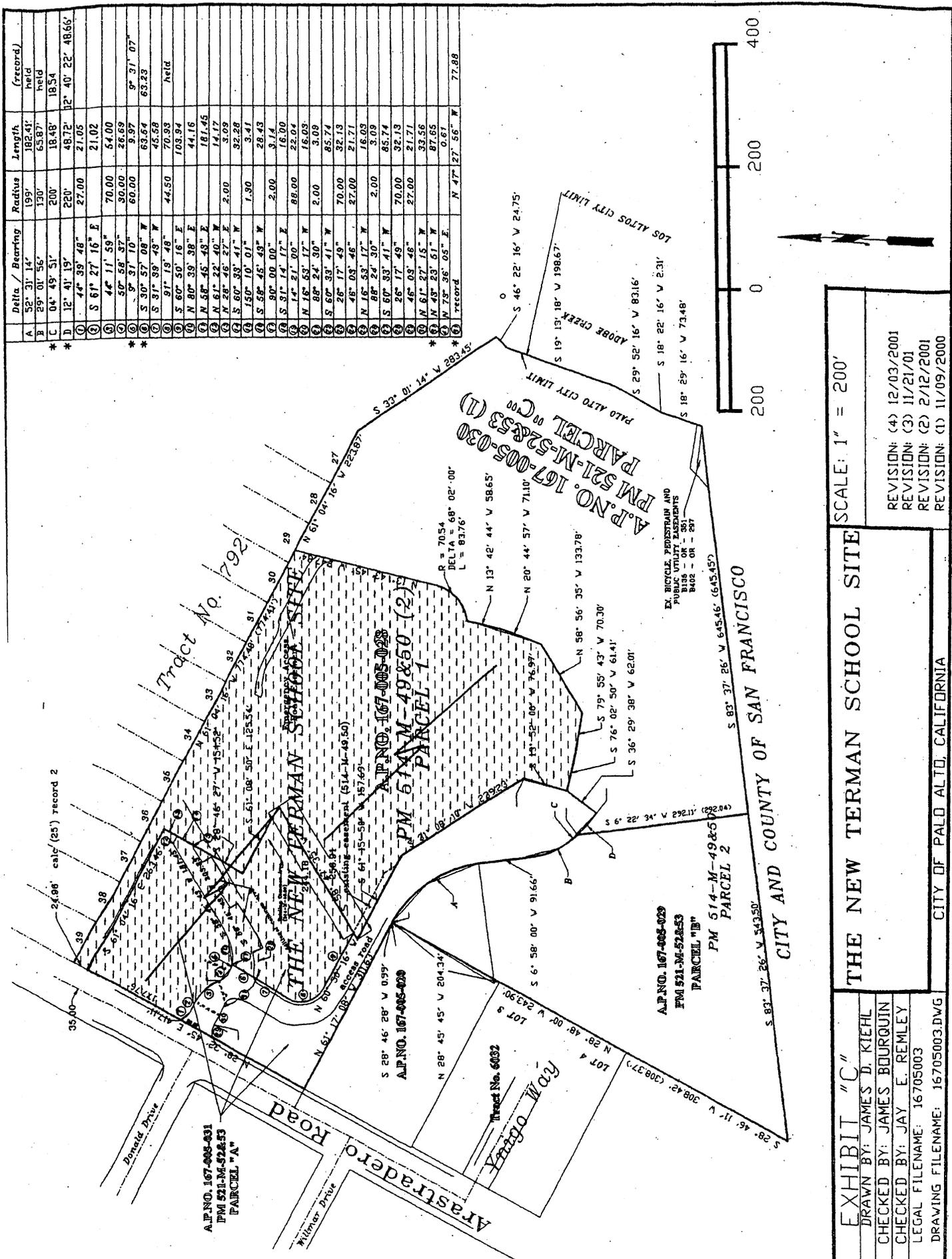
REVISION: (4) 12/03/2001
 REVISION: (3) 11/21/01
 REVISION: (2) 2/12/2001
 REVISION: (1) 11/09/2000

TERMAN SITE

CITY OF PALO ALTO, CALIFORNIA

EXHIBIT "B"

DRAWN BY: JAMES D. KIEHL
 CHECKED BY: JAMES BOURQUIN
 CHECKED BY: JAY E. REMLEY
 LEGAL FILENAME: 16705003
 DRAWING FILENAME: 16705003.DWG



Delta / Bearing	Radius	Length	(record)
A 52° 31' 14"	195'	182.41'	held
B 29° 01' 56"	130'	65.87'	held
C 04° 49' 51"	200'	18.48'	18.54
D 12° 41' 19"	220'	48.72'	12° 40' 22" 48.66'
E 44° 39' 48"	27.00'	21.05'	
F 61° 27' 16"	70.00'	64.00'	
G 50° 58' 37"	30.00'	26.69'	
H 9° 31' 10"	60.00'	9.97'	9° 31' 07"
I 30° 57' 08"	63.64'	63.64'	63.23
J 31° 39' 43"	45.58'	45.58'	held
K 91° 19' 48"	44.50'	70.93'	
L 60° 50' 16"	44.50'	103.94'	
M 80° 39' 38"	44.16'	44.16'	
N 58° 45' 43"	78.745'	78.745'	
O 61° 22' 40"	14.17'	14.17'	
P 28° 46' 27"	2.00'	3.09'	
Q 60° 33' 41"	1.30'	3.41'	
R 58° 45' 43"	2.00'	3.14'	
S 90° 00' 00"	2.00'	16.00'	
T 14° 21' 00"	88.00'	22.04'	
U 18° 53' 17"	16.03'	16.03'	
V 88° 24' 30"	2.00'	3.09'	
W 60° 33' 41"	2.00'	85.74'	
X 17° 49'	70.00'	32.13'	
Y 61° 27' 16"	27.00'	21.71'	
Z 48° 03' 46"	33.56'	33.56'	
AA 48° 23' 61"	87.65'	87.65'	
AB 78° 36' 08"	0.61'	0.61'	
AC THEORE	N 47° 27' 56"	77.88'	

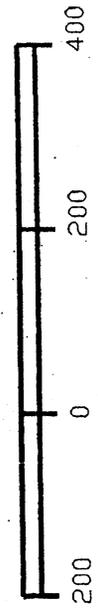
EXHIBIT "C"
 DRAWN BY: JAMES D. KIEHL
 CHECKED BY: JAMES BOURQUIN
 LEGAL FILENAME: 16705003
 DRAWING FILENAME: 16705003.DWG

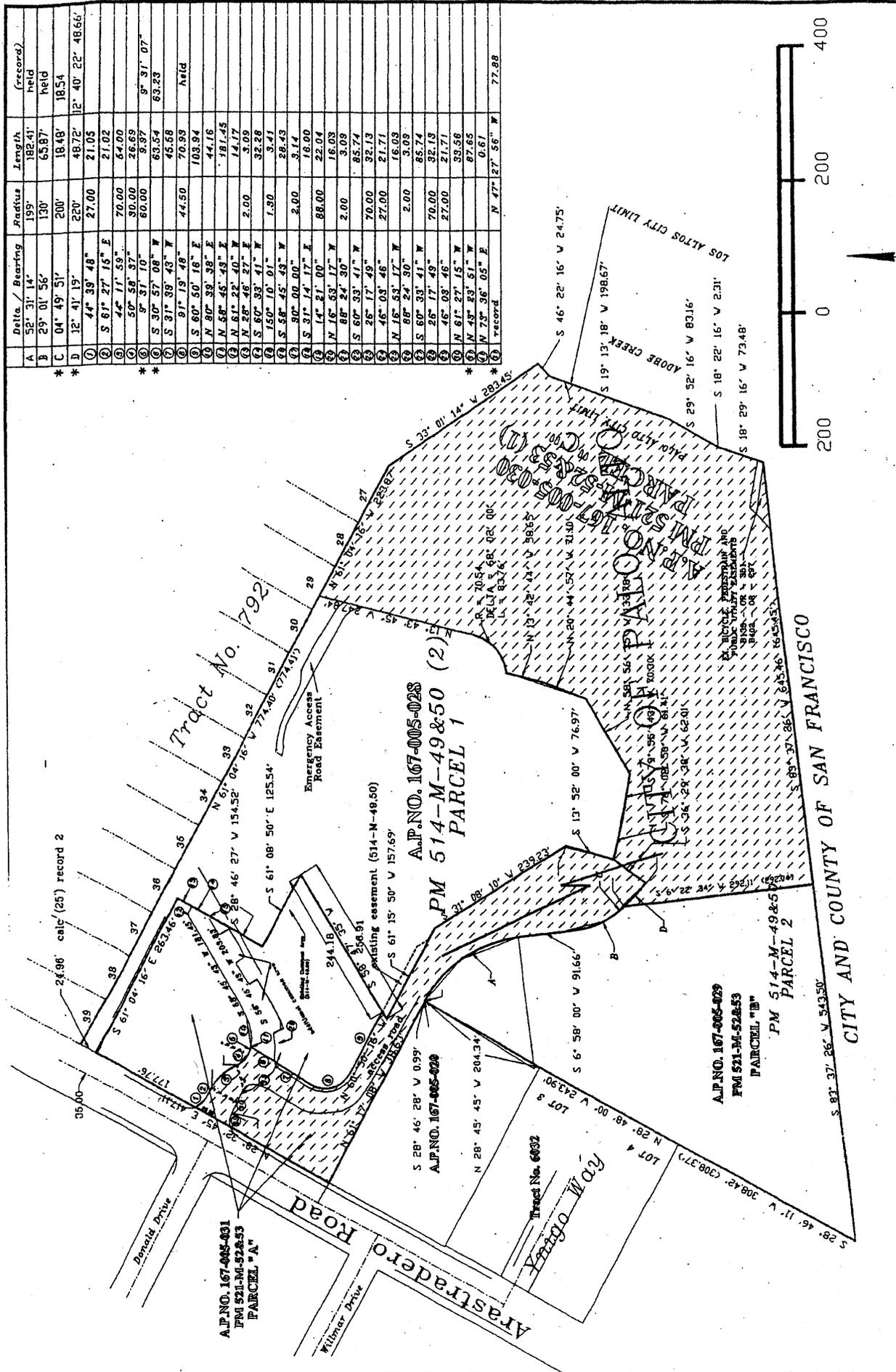
THE NEW TERMAN SCHOOL SITE

SCALE: 1" = 200'

REVISION: (4) 12/03/2001
 REVISION: (3) 11/21/01
 REVISION: (2) 2/12/2001
 REVISION: (1) 11/09/2000

CITY OF PALO ALTO, CALIFORNIA





Date	Bearing	Radius	Length	(record)
A	52° 31' 14"	199'	182.41'	held
B	29° 01' 56"	130'	63.87'	held
C	04° 49' 51"	200'	18.48'	18.54
D	12° 41' 19"	220'	48.72'	12° 40' 22" 48.66'
E	44° 39' 48"	27.00'	21.05'	
F	S 61° 27' 15" E	70.00'	64.00'	
G	44° 11' 59"	30.00'	26.69'	
H	50° 58' 37"	30.00'	26.69'	
I	9° 31' 10"	60.00'	9.37'	9° 31' 07"
J	S 30° 57' 08" W	63.54'	63.54'	
K	S 31° 39' 43" W	47.50'	45.68'	held
L	91° 13' 48"	70.99'	70.99'	
M	S 60° 50' 16" E	44.16'	109.94'	
N	N 80° 39' 38" E	14.17'	181.45'	
O	N 61° 22' 40" W	3.09'	3.09'	
P	N 28° 48' 27" E	2.00'	32.28'	
Q	S 60° 33' 41" W	3.41'	3.41'	
R	S 58° 45' 43" W	1.80'	28.43'	
S	S 80° 02' 00" W	2.00'	3.14'	
T	S 31° 14' 17" E	18.00'	18.00'	
U	14° 21' 00"	88.00'	22.04'	
V	N 16° 53' 17" W	16.03'	16.03'	
W	N 88° 24' 30" W	2.00'	3.09'	
X	S 60° 33' 41" W	85.74'	85.74'	
Y	S 26° 17' 49" W	70.00'	32.13'	
Z	46° 03' 46"	27.00'	21.71'	
AA	N 61° 27' 15" W	35.56'	35.56'	
AB	N 43° 23' 51" W	87.65'	87.65'	
AC	N 73° 36' 05" E	0.67'	0.67'	
AD	record	N 47° 27' 56" W	77.88'	

EXHIBIT "D"

DRAWN BY: JAMES D. KIEHL
 CHECKED BY: JAMES BOURQUIN
 CHECKED BY: JAY E. REMLEY
 LEGAL FILENAME: 16705003
 DRAWING FILENAME: 16705003.DWG

CITY OF PALO ALTO
ROADWAY AND TERMAN PARK
 CITY OF PALO ALTO, CALIFORNIA

SCALE: 1" = 200'

REVISION: (4) 12/03/2001
 REVISION: (3) 11/21/01
 REVISION: (2) 2/12/2001
 REVISION: (1) 11/09/2000



DIRECT ALL INQUIRES TO:
Escrow Officer: DEBORAH MINARIK
Telephone No. 650-917-5699
Our No.: 50370029

February 8, 2000

Exhibit E

CITY OF PALO ALTO
250 HAMILTON AVENUE
PALO ALTO, CALIFORNIA 94301
ATTN: ELAINA CHAN

PROPERTY ADDRESS
NO SITUS GIVEN

Preliminary Report

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

North American Title Company, Inc.

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE, DESCRIBING THE LAND AND THE ESTATE OR INTEREST HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN, OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER, COPIES OF THE POLICY FORMS SHOULD BE READ, THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF POLICY TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

Dated as of JANUARY 28, 2000
at 7:30 A.M.

DONNA HARNDEN
Title Officer

The form of policy of title insurance contemplated by this report is:

ALTA Loan Policy - Form 1 (10-17-92) and/or CLTA Standard Coverage Policy - 1990

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

PALO ALTO UNIFIED SCHOOL DISTRICT

Description: The land referred to herein is situated in the State of California, County of SANTA CLARA, CITY OF PALO ALTO, and is described as follows:

PARCELS A AND C AS SHOWN ON PARCEL MAP FILED 12/5/83 IN BOOK 521 OF MAPS AT PAGES 52 AND 53; AND

PARCEL 1 AS SHOWN ON PARCEL MAP FILED 7/13/83 IN BOOK 514 OF MAPS AT PAGES 49 AND 50.

ASSESSOR'S PARCEL NO.: 167-05-003, 028, 030, 031

4. An easement affecting the portion of said land and for the purpose stated herein, and incidental purposes.

In favor of: CITY OF PALO ALTO

No representation is made as to the present ownership of said easement.

For: RIGHT OF WAY FOR BICYCLE, PEDESTRIAN AND PUBLIC UTILITY
Recorded: MAY 9, 1975
Book: B402
Page: 297
Affects: SOUTHEAST CORNER OF PARCEL C, AS SHOWN ON MAP

5. A Lease executed by and between the parties named herein, for the term and upon the terms, covenants and conditions therein provided.

Type of Lease: MASTER LEASE
Dated: NOVEMBER 1, 1981
Lessor: PALO ALTO UNIFIED SCHOOL DISTRICT
Lessee: CITY OF PALO ALTO
Term: JANUARY 12, 1982 - NOVEMBER 9, 2000
Recorded: JANUARY 12, 1982
Instrument No.: 7257350
Book: G549
Page: 536

Among other things, said Lease provides for:

OPTION TO PURCHASE

The present ownership of the Leasehold created by said Lease and other matters affecting the interest of the Lessee are not shown herein.

6. An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes, shown or dedicated by the map of:

Subdivision: PARCEL MAP
Book: 514 M
Page: 49-50
For: EMERGENCY ACCESS ROAD EASEMENT & EASEMENT FOR STREET PURPOSES
Affects: PORTION OF PARCEL 1, AS SHOWN ON MAP

7. An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes, shown or dedicated by the map of:

Subdivision: PARCEL MAP
Book: 521 M
Page: 52-53
For: COMMON ACCESS ROAD AND COMMON AREAS
Affects: PORTION OF PARCEL A, AS SHOWN ON MAP

- ~~8. The unrecorded Lease by and between the parties named herein, for the term and upon the Terms, Covenants and Conditions therein provided:~~

~~Disclosed by: MEMORANDUM OF LEASE
Type of Lease: SUB LEASE
Dated: JULY 1, 1982
Lessor: CITY OF PALO ALTO, A MUNICIPAL CORPORATION
Lessee: UNITED JEWISH COMMUNITY CENTERS, A NON-PROFIT CORPORATION
Term: NONE SHOWN
Recorded: DECEMBER 19, 1983
Instrument No.: 7922983
Book: 1160
Page: 111~~

~~The present ownership of the Leasehold created by said Lease and other matters affecting the interest of the Lessee are not shown herein.~~

~~Said matter affects: PARCEL 1~~

9. REQUIRE RESOLUTION OF BOARD OF TRUSTEES OF SCHOOL DISTRICT AUTHORIZING THIS TRANSACTION.

END OF EXCEPTIONS

PARCEL MAP

BEING ALL OF PARCEL C, 15.615 AC. ± AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED IN BOOK 514 OF MAPS AT PAGES 49 & 50, SANTA CLARA COUNTY RECORDS AND LYING ENTIRELY WITHIN THE CITY OF PALO ALTO, CALIFORNIA
 JULY, 1983
 SCALE: 1" = 80'

ALLIED ENGINEERING CO.
 A DIVISION OF SERRA SURVEYORS & LAND PLANNERS
 CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS
 310 WILLIAMS ROAD, SAN JOSE, CALIF. 95128, TEL: 408/241-1840

LEGEND & NOTE

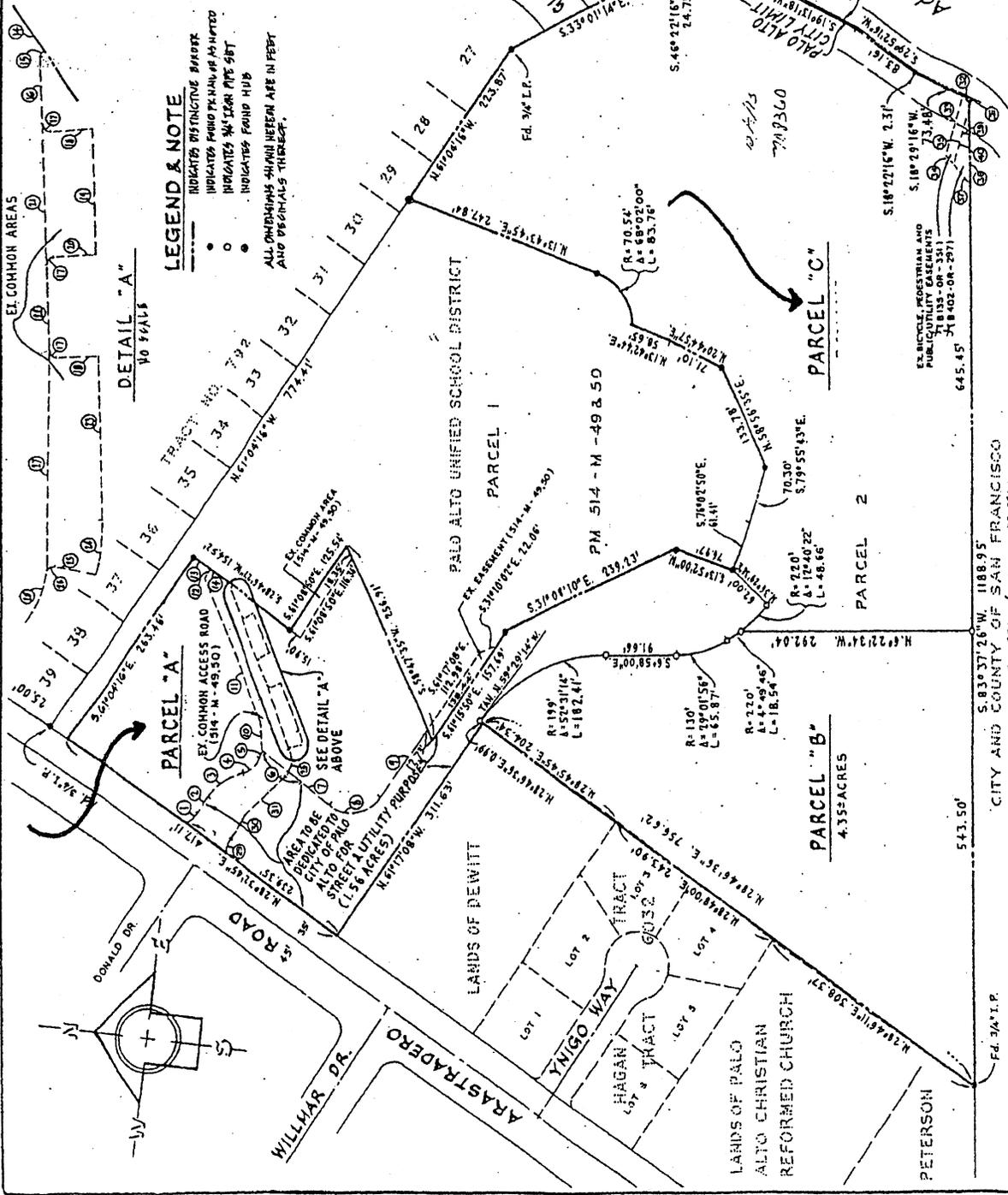
- INDICATED DISTINCTIVE BORDER
- INDICATED FENCED PERMANENT AS NOTED
- INDICATED METEORIC PILE SITE
- INDICATED FOUND HUB
- ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

NO.	DELTA/BEARING	RADIUS	DIST.
1	44° 57' 48"	77.00'	21.05'
2	5° 01' 15"E	70.00'	54.00'
3	44° 11' 59"	70.00'	54.00'
4	50° 58' 37"	30.00'	26.69'
5	9° 31' 07"	60.00'	9.91'
6	5° 30' 37" 08"W	45.50'	63.73'
7	5° 31' 39" 43"W	45.50'	63.73'
8	31° 56' 48"	42.50'	70.93'
9	50° 58' 37"	30.00'	10.97'
10	50° 58' 37"	30.00'	18.15'
11	50° 58' 37"	30.00'	18.15'
12	50° 58' 37"	30.00'	18.15'
13	50° 58' 37"	30.00'	18.15'
14	50° 58' 37"	30.00'	18.15'
15	180° 00' 01"	1.30'	3.41'
16	5° 58' 25" 43"W	3.00'	28.43'
17	5° 58' 25" 43"W	3.00'	3.14'
18	5° 58' 25" 43"W	3.00'	3.14'
19	5° 58' 25" 43"W	3.00'	3.14'
20	5° 58' 25" 43"W	3.00'	3.14'
21	5° 58' 25" 43"W	3.00'	3.14'
22	5° 58' 25" 43"W	3.00'	3.14'
23	5° 58' 25" 43"W	3.00'	3.14'
24	5° 58' 25" 43"W	3.00'	3.14'
25	5° 58' 25" 43"W	3.00'	3.14'
26	5° 58' 25" 43"W	3.00'	3.14'
27	5° 58' 25" 43"W	3.00'	3.14'
28	5° 58' 25" 43"W	3.00'	3.14'
29	5° 58' 25" 43"W	3.00'	3.14'
30	5° 58' 25" 43"W	3.00'	3.14'
31	5° 58' 25" 43"W	3.00'	3.14'
32	5° 58' 25" 43"W	3.00'	3.14'
33	5° 58' 25" 43"W	3.00'	3.14'
34	5° 58' 25" 43"W	3.00'	3.14'
35	5° 58' 25" 43"W	3.00'	3.14'
36	5° 58' 25" 43"W	3.00'	3.14'
37	5° 58' 25" 43"W	3.00'	3.14'
38	5° 58' 25" 43"W	3.00'	3.14'
39	5° 58' 25" 43"W	3.00'	3.14'
40	5° 58' 25" 43"W	3.00'	3.14'

BASIS OF BEARINGS

THE BEARING & DISTANCE OF THE ABOVE-RECORDED LOTS 9 AND 4 AS SHOWN ON THE MAP ENTITLED "TRACT NO. 6034, 7-163N TRACT" RECORDED ON MAY 16, 1977 IN BOOK 510 OF MAPS AT PAGE 38 IN THE SANTA CLARA COUNTY RECORDS, CALIFORNIA, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

5:53P 2 OF 2 SHEETS



"THE INFORMATION ON THIS PLAT IS PROVIDED FOR YOUR CONVENIENCE AS A GUIDE TO THE GENERAL LOCATION OF THE SUBJECT PROPERTY. THE ACCURACY OF THIS PLAT IS NOT GUARANTEED, NOR IS IT A PART OF ANY POLICY REPORT OR GUARANTEE TO WHICH IT MAY BE ATTACHED."

5.83° 37' 26" W 1188.95'
 CITY AND COUNTY OF SAN FRANCISCO

543.50'

2

PARCEL MAP

PORTION OF RANCHO RINCON DE SAN FRANCISCO OF
RECORDED IN BOOK "A" MISC. PAGE 66--RECORDS OF
SANTA CLARA COUNTY -- CALIFORNIA

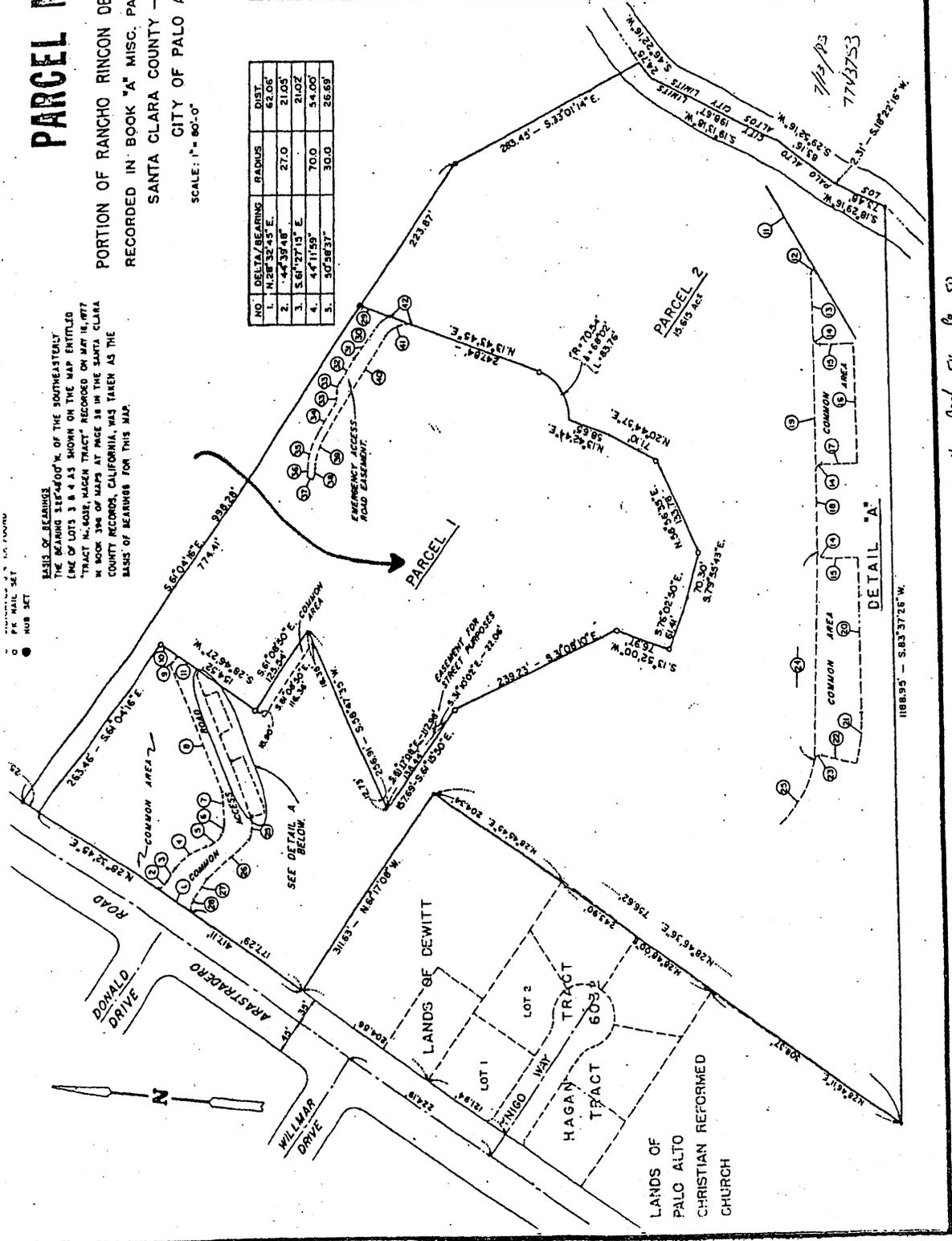
CITY OF PALO ALTO
FEBRUARY 1983
SCALE: 1" = 80'-0"

BASES OF BEARINGS
THE BEARINGS 115°-40'00" N. OF THE SOUTHWESTERLY
LINE OF LOTS 3 & 4 AS SHOWN ON THE MAP EXTENDED
TRACT N. 6032, HAGEN TRACT RECORDED ON MAY 16, 1977
IN BOOK 394 OF MAPS AT PAGE 38 IN THE SANTA CLARA
COUNTY RECORDS, CALIFORNIA, WAS TAKEN AS THE
BASIS OF BEARINGS FOR THIS MAP.

PK MAIL SET
MUB SET

NO.	DELTA/BEARING	RADIUS	DIST.
1.	N.28°32'45"E.	62.06'	62.06'
2.	S.61°37'15"E.	27.0	21.02'
3.	S.61°37'15"E.	21.02	21.02'
4.	S.61°37'15"E.	21.02	21.02'
5.	S.61°37'15"E.	21.02	21.02'
6.	S.61°37'15"E.	21.02	21.02'
7.	S.61°37'15"E.	21.02	21.02'
8.	S.61°37'15"E.	21.02	21.02'
9.	S.61°37'15"E.	21.02	21.02'
10.	S.61°37'15"E.	21.02	21.02'
11.	S.61°37'15"E.	21.02	21.02'
12.	S.61°37'15"E.	21.02	21.02'
13.	S.61°37'15"E.	21.02	21.02'
14.	S.61°37'15"E.	21.02	21.02'
15.	S.61°37'15"E.	21.02	21.02'
16.	S.61°37'15"E.	21.02	21.02'
17.	S.61°37'15"E.	21.02	21.02'
18.	S.61°37'15"E.	21.02	21.02'
19.	S.61°37'15"E.	21.02	21.02'
20.	S.61°37'15"E.	21.02	21.02'
21.	S.61°37'15"E.	21.02	21.02'
22.	S.61°37'15"E.	21.02	21.02'
23.	S.61°37'15"E.	21.02	21.02'
24.	S.61°37'15"E.	21.02	21.02'
25.	S.61°37'15"E.	21.02	21.02'
26.	S.61°37'15"E.	21.02	21.02'
27.	S.61°37'15"E.	21.02	21.02'
28.	S.61°37'15"E.	21.02	21.02'
29.	S.61°37'15"E.	21.02	21.02'
30.	S.61°37'15"E.	21.02	21.02'
31.	S.61°37'15"E.	21.02	21.02'
32.	S.61°37'15"E.	21.02	21.02'
33.	S.61°37'15"E.	21.02	21.02'
34.	S.61°37'15"E.	21.02	21.02'
35.	S.61°37'15"E.	21.02	21.02'
36.	S.61°37'15"E.	21.02	21.02'
37.	S.61°37'15"E.	21.02	21.02'
38.	S.61°37'15"E.	21.02	21.02'
39.	S.61°37'15"E.	21.02	21.02'
40.	S.61°37'15"E.	21.02	21.02'
41.	S.61°37'15"E.	21.02	21.02'
42.	S.61°37'15"E.	21.02	21.02'

NO.	DELTA/BEARING	RADIUS	DIST.
6.	09°31'07"	60.00'	9.97'
7.	N.80°30'38"E.	60.00'	44.16'
8.	N.80°30'38"E.	60.00'	181.43'
9.	N.80°30'38"E.	60.00'	181.43'
10.	N.80°30'38"E.	60.00'	60.00'
11.	S.28°48'27"W.	1.30'	3.41'
12.	150°10'01"	1.30'	3.41'
13.	S.58°45'43"W.	2.00'	28.43'
14.	90°00'00"	2.00'	3.14'
15.	S.53°14'17"E.	30.00'	16.00'
16.	S.58°45'43"W.	30.00'	30.00'
17.	N.31°14'17"W.	16.00'	16.00'
18.	S.58°45'43"W.	35.66'	35.66'
19.	S.58°45'43"W.	35.66'	35.66'
20.	S.58°45'43"W.	35.66'	35.66'
21.	14°21'00"	88.00'	64.47'
22.	N.16°53'17"W.	16.03'	16.03'
23.	80°24'30"	2.00'	3.09'
24.	S.60°35'41"W.	70.00'	85.74'
25.	28°17'49"	70.00'	32.13'
26.	N.47°27'56"W.	33.56'	77.88'
27.	N.61°27'15"W.	27.00'	33.56'
28.	45°03'45"	27.00'	21.71'
29.	S.13°43'45"W.	52.00'	39.60'
30.	24°02'02"	52.00'	21.81'
31.	N.57°58'58"W.	40.00'	56.93'
32.	N.81°05'45"W.	25.00'	16.09'
33.	36°52'12"	25.00'	47.02'
34.	N.81°05'45"W.	100.00'	53.62'
35.	31°38'53"	8.00'	4.41'
36.	S.2°00'28"	18.00'	10.06'
37.	S.28°56'14"W.	18.00'	10.06'
38.	32°00'28"	30.00'	30.24'
39.	31°48'53"	35.00'	17.05'
40.	S.81°05'45"E.	35.00'	45.71'
41.	74°49'34"	35.00'	38.46'
42.	N.13°43'43"E.	35.00'	38.46'



SHEET 2 OF 2 SHEETS

FILE # 7743753 Map Book 514 of 50

THE INFORMATION ON THIS PLAT IS PROVIDED FOR YOUR CONVENIENCE AS A GUIDE TO THE GENERAL LOCATION OF THE SUBJECT PROPERTY. THE ACCURACY OF THIS PLAT IS NOT GUARANTEED, NOR IS IT A PART OF ANY POLICY, REPORT OR GUARANTEE TO WHICH IT MAY BE ATTACHED.

EXHIBIT F

AGREEMENT FOR
JOINT USE OF TERMAN SITE

This AGREEMENT FOR JOINT USE OF TERMAN SITE, entered into this ____ day of _____, 2001, by and between City of Palo Alto and Palo Alto Unified School District, hereinafter referred to as "City" and "School District".

RECITALS

1. The City and School District have entered into a property exchange agreement in which the City obtains fee title to approximately eight (8) acres of land at the Cubberley Community Center and the School District obtains fee title to an equivalent area at the Terman Site. At the Terman Site, the City will own a dedicated public park, Terman Park, which includes playing fields and tennis courts. The School District will own the Terman Middle School, developed with school buildings, including a gymnasium, a parking lot, and a swimming pool. A map showing the Terman Site, Terman Park, and the Terman Middle School is attached as Exhibit A. As part of the land exchange agreement, the City and the School District have agreed to enter into this joint use agreement for the Terman Site. The purpose of the agreement is to cooperatively use the Terman Site so that both educational and community services can be provided to those living in the City and the School District.

2. The City and the School District also have power to assist each other under Education Code Sections 17051(a) and 35275 and Government Code Section 6500 et seq. of the State of California, which authorize and empower public school districts and municipalities to cooperate with each other and to that end enter into agreements with each other for the purpose of organizing, promoting and conducting such programs of community recreation and education for children and adults of the state.

3. The School District has need of the Terman Park playing fields for its middle school, and the City has need of a portion of the Terman Middle School buildings for its library and related activities. Both City and School District wish to have the City provide recreational programs for middle school children and others that will make use of both the Park and the Middle School. Terman Park is a dedicated park and use of the Park by the School District must be consistent with that designation; Terman Middle School will be a public school

facility, and its use as a middle school will have priority over all other uses.

NOW, THEREFORE, the City and School District mutually covenant and agree with each other as follows:

A. Principles

1. The City and School District shall cooperate in the use of the Terman Site.

2. The City shall control use of the Terman Park and the School District shall control use of the Terman Middle School, in a manner that is consistent with this Joint Use Agreement.

B. Joint Use of the Terman Site.

1. The School District shall make Terman Middle School facilities and equipment available to the City as described in Attachment 1. The School District shall also make such facilities and equipment available upon application of the City provided that their use for City purposes does not interfere with the School District's use of such facilities and equipment for Terman Middle School or constitute a violation of provisions of the California Education or Government Codes. No charges shall be made for such use other than those specifically described in this Agreement.

2. The City shall make Terman Park facilities available to the School District as described in Attachment 2. The City shall also make such facilities and equipment available upon application of the School District, provided that their use for School District purposes does not interfere with the use of the facilities or equipment by the City in connection with its stated purposes or with City Charter provisions and ordinances regulating the use of dedicated park land. No charges shall be made for such use other than those specifically described in this Agreement.

3. The City Manager and the Superintendent of Schools do hereby delegate the responsibility for establishing schedules for facilities and equipment use to the City Director of Community Services and the School District Business Manager.

4. Each party using facilities or equipment owned by the other pursuant to this agreement shall furnish qualified personnel for the proper conduct and supervision of the use.

5. The party using facilities or equipment of the other under this agreement shall repair, or cause to be repaired, or will reimburse the owner for the actual cost of repairing damage done to the facilities or equipment during the period of such use, excluding damage attributed to ordinary wear and tear.

C. Scheduling and Supervision

1. Subject to the limitations in Section A above and to the specific commitments set forth in Attachment 1, in scheduling the use of Terman Middle School, Terman Middle School events and programs shall have first priority and City recreation programs and City co-sponsored programs shall have second priority. In cases of emergencies or errors in scheduling, the Terman Middle School events and programs shall have first priority for use. Every reasonable attempt will be made to avoid such conflict. City activities shall not be scheduled on Terman Middle School facilities between the hours of seven thirty a.m. and three-thirty p.m. on days when school is in session without the permission of the school principal.

2. Subject to the limitations in Section A above and to the specific commitments set forth in Attachment 2 below, in scheduling the use of Terman Park, City recreation programs and City co-sponsored programs shall have first priority. Terman Middle School events and programs shall have second priority. In cases of emergencies or errors in scheduling, the City programs and events shall have first priority for use. Every reasonable attempt will be made to avoid such conflict. School activities shall not be scheduled before seven thirty a.m. or after three-thirty p.m.

3. The City will have a responsible adult representative present at all times at any City event held on the Terman Middle School. That representative may be a volunteer or a paid City employee responsible to see that School District rules and regulations are observed and complied with and that the facilities and grounds are returned to existing condition upon completion of the activity. The City will have a City employee on call at all times that a City-sponsored or scheduled activity is occurring in the Terman Middle School in order to respond and investigate any questions or improper action at such activities and events.

4. The School District will have a responsible adult representative present at all times at a School District

activity or event is held in Terman Park. That representative may be a volunteer or a paid School District employee responsible to see that City rules and regulations are observed and complied with and that the facilities and grounds are returned to existing condition upon completion of the activity. The School District will have a School District employee on call at all times that a School District-sponsored or scheduled activity is occurring in Terman Park in order to respond and investigate any questions or improper action at such activities and events.

5. The City and School District shall submit to each other written use requests in advance. Requests for advance scheduling shall be submitted annually according to the following schedule:

July 1st for the School Year

February 1st for the summer months

The Terman Site Joint Use Committee shall approve a master calendar for each of these periods within thirty (30) days of the submittal of the requests for advance scheduling. Each schedule will be arranged so as to avoid any conflict between the School District's and City's uses of the facilities and equipment. The City or the School District shall not schedule other uses until first and second priorities are set as prescribed herein.

D. Maintenance of Terman Site Facilities.

1. Basic Standard. Facilities jointly used shall be adequately maintained to insure appropriate and safe use, appearance and longevity.

2. Basic Responsibility. Except as may otherwise be specified herein, the responsibility for maintenance, repair and renovation of facilities shall be the responsibility of the owner of the real property on which the facility is situated.

E. Maintenance of Athletic Fields.

1. Turf Areas and Tennis Courts on Terman Site.

a. The City will continue its existing maintenance program for turf areas of the Terman Site. These areas are shown on Attachment 3. Pursuant to that Master

Maintenance Agreement, the City will mow, trim, fertilize and irrigate and perform other maintenance work of a general nature at the fields at the frequencies and times in accordance with the field maintenance standards adopted by the City. The School District will pay one half of the City's actual cost to maintain the fields.

b. The City will also maintain the drainage and irrigation systems of the fields under the terms and conditions described in the Master Maintenance Agreement between the City and the District. If these systems need repair or replacement, the City will consult with the School District on the scope of work and estimated cost to perform it, and the School District shall confirm its approval of the scope of work. The School District shall pay one half of the City's actual costs for such approved repair or replacement work.

c. The City will continue its existing maintenance program for tennis courts in Terman Park. The City will wash and air blow the surfaces of the courts, repair and/or replace, as reasonably necessary, the tennis nets and screens, and perform other maintenance work of a general nature at the frequencies and times in accordance with the maintenance standards adopted by the City. The City will also resurface and restripe the courts. Such resurfacing and restriping will be scheduled to match the City's existing tennis court resurfacing program at an approximate five year interval for such work. The School District shall pay one half of the City's actual cost of maintaining and resurfacing the courts.

d. Money owed by the School District to the City under this Agreement will first be credited against any monthly lease payments due and payable by the City under its lease agreement with the District entitled "Lease and Covenant Not to Develop," as amended from time to time. If the sums owed under this agreement exceed those payments, the City shall bill the School District and the School District shall pay the City within forty-five days after receipt of its invoice.

2. Custodial Services. The School District shall provide all custodial services for the Terman Middle School. If the Terman Middle School is used by the City at a time when custodial staff is not regularly on duty, or when a custodian is required to open a facility, the City shall pay the cost of the custodial time to the School. Alternatively, the City may arrange with the School District to open and close a facility itself.

F. Library Facilities.

City will continue its existing library at the Terman Middle School until such time as the District gives it notice that all or a portion of those facilities are needed for district purposes. Upon six months written notice that all or a portion of the facilities are needed for district purposes, the City shall vacate the identified portions of the premises.

G. Restrooms at Terman Middle School.

1. The restroom facilities located at Terman Middle School shall be available for public use while City programs are scheduled at either Terman Middle School or Terman Park, and while the Terman Library is open to the public. They shall also be available to library staff during their working hours.

2. The School District shall perform custodial maintenance of the restrooms on a daily basis when its custodians are on duty. On days when its custodians are not on duty, the School district shall make arrangements in advance, as part of the scheduling agreements, to provide supplies to the City on site so that it may restock the restrooms on those days.

H. Establishment of City and School District Joint Use Committee.

The City Manager and the Superintendent shall each designate two staff members to the Terman Joint Use Committee which is hereby established. The Committee shall meet at least three times a year, but may meet additional times each year as necessary to administer this agreement. The Committee shall be responsible for administering this joint use agreement.

I. Term of Agreement.

This agreement shall commence upon the date first entered above and shall end upon termination of the Cubberley Lease between the City and the School District unless otherwise terminated by consent of the parties.

J. Indemnification.

The City shall investigate, defend and indemnify the School District from any and all claims, demands, actions or damages arising out of the City's use of School District Facilities to which the School District may be subjected as a direct consequence of this agreement except for those claims,

demands, actions or damages resulting solely from the negligence of the School District, its officers, agents and employees.

The School District shall investigate, defend and indemnify the City from any and all claims, demands, actions or damages arising out of the School District's use of City Facilities to which the City may be subjected as a direct consequence of this agreement except for those claims, demands, actions or damages resulting solely from the negligence of the City, its officers, agents and employees.

K. Complete Understanding and Amendments.

This agreement and the attached exhibits set forth the complete agreement and understanding of the parties; any modification must be in writing executed by both parties.

L. Notices.

If at any time after the execution of this agreement, it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally or by depositing the same in the United States mail, return receipt requested, first class postage prepaid and (1) if intended for City shall be addressed to:

City Clerk
City of Palo Alto
P.O. Box 10250
Palo Alto, CA 94301

with a copy to:

Director of Community Services
Department
P.O. Box 10250
Palo Alto, CA 94301

and (2) if intended for PALO ALTO UNIFIED SCHOOL SCHOOL DISTRICT shall be addressed to:

Palo Alto Unified School District
25 Churchill Avenue
Palo Alto, CA 94306

or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time the same is deposited in the United States mail.

IN WITNESS WHEREOF, the parties have executed this agreement on the date and year first above written.

CITY OF PALO ALTO
A municipal corporation

PALO ALTO UNIFIED
SCHOOL DISTRICT

Frank Benest
City Manager

Robert Golton
Acting Superintendent

ATTEST:

City Clerk

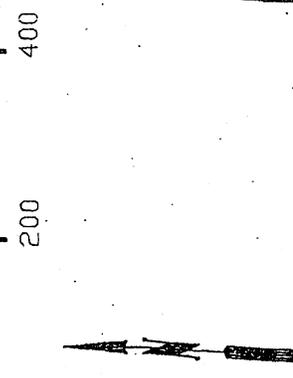
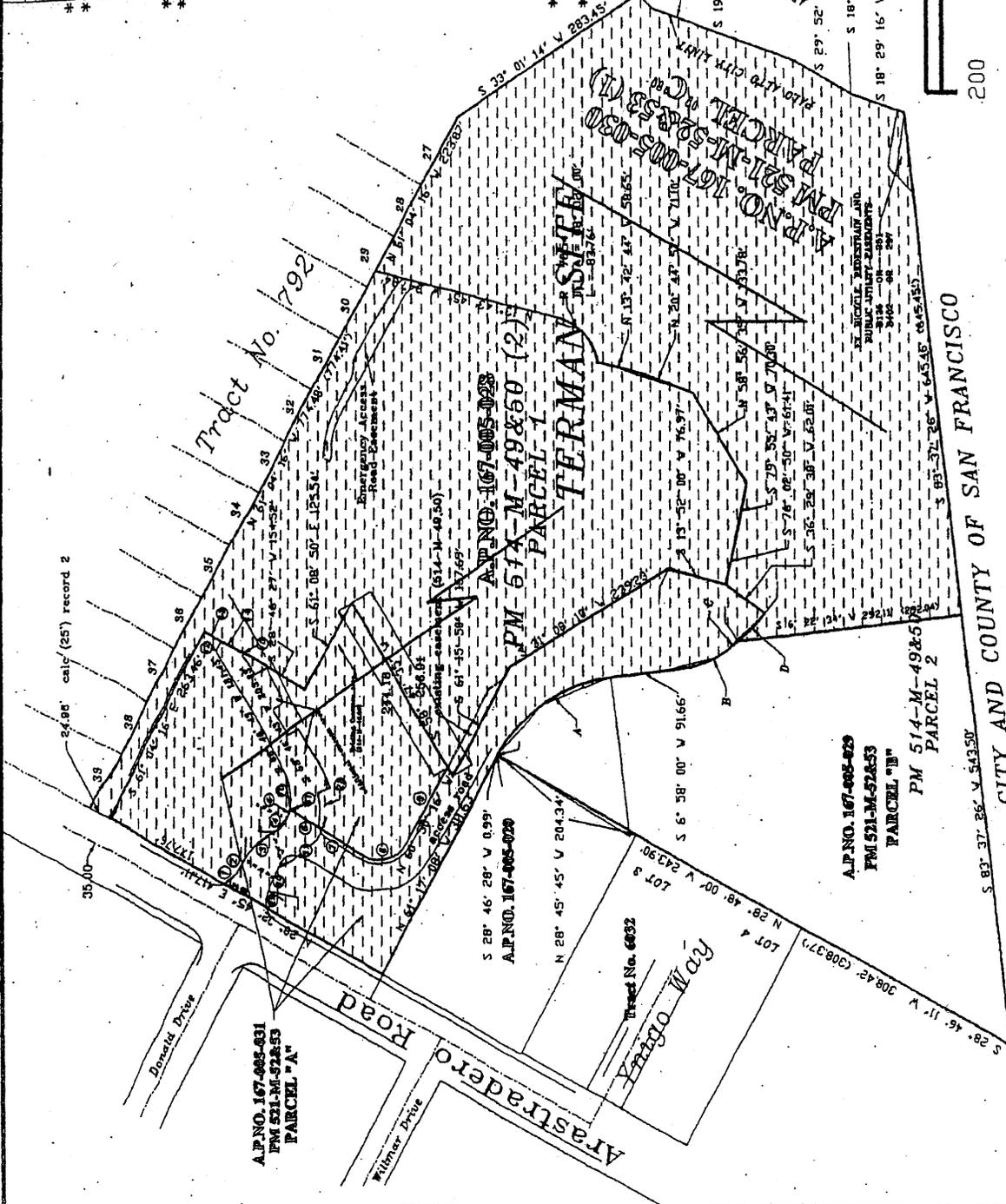
APPROVED AS TO FORM:
Ariel Pierre Calonne, City Attorney

By _____

APPROVED AS TO CONTENT:
Paul Thiltgen, Parks and Recreation Director

By _____

Delta / Bearing	Radius	Length	(record)
A 52° 31' 14"	199'	182.41'	held
B 29° 01' 56"	130'	65.87'	held
* C 04° 49' 51"	200'	18.48'	18.54
* D 12° 41' 19"	220'	48.72'	12° 40' 22" 48.66'
① S 81° 27' 15" F	27.00	21.02	
② S 44° 11' 59"	70.00	54.00	
③ S 50° 56' 37"	50.00	26.59	
* ④ S 37° 10'	60.00	8.97	8° 31' 07"
* ⑤ S 30° 57' 08" W		63.54	63.23
⑥ S 81° 39' 23" W		45.58	
⑦ S 91° 19' 48"	44.50	70.93	held
⑧ S 60° 50' 16" E		103.94	
⑨ N 80° 39' 38" E		44.16	
⑩ N 58° 46' 43" F		181.45	
⑪ N 61° 22' 40" W		14.17	
⑫ N 28° 48' 27" E	2.00	3.09	
⑬ S 60° 33' 41" W		32.28	
⑭ S 58° 45' 43" W	1.50	3.41	
⑮ S 90° 00' 00" W		28.43	
⑯ S 91° 14' 17" E	2.00	3.14	
⑰ N 14° 21' 00" E	88.00	22.04	
⑱ N 18° 53' 17" W		16.03	
⑲ S 80° 33' 41" W	2.00	3.09	
⑳ S 50° 33' 41" W		85.74	
㉑ 46° 03' 46"	70.00	32.19	
㉒ 16° 03' 46"		21.71	
㉓ N 16° 53' 17" W		16.03	
㉔ S 80° 33' 41" W	2.00	3.09	
㉕ S 60° 33' 41" W		85.74	
㉖ 46° 03' 46"	70.00	32.13	
㉗ N 61° 27' 15" W		21.71	
㉘ N 43° 23' 61" W		39.56	
㉙ N 73° 36' 05" E		0.61	
① record	N 47° 27' 55" W	77.88	



SCALE: 1" = 200'

REVISION: (4) 12/03/2001
 REVISION: (3) 11/21/01
 REVISION: (2) 2/12/2001
 REVISION: (1) 11/09/2000

TERMAN SITE

CITY OF PALO ALTO, CALIFORNIA

EXHIBIT "A"

DRAWN BY: JAMES D. KIEHL
 CHECKED BY: JAMES BOURQUIN
 CHECKED BY: JAY E. REMLEY
 LEGAL FILENAME: 16705003
 DRAWING FILENAME: 16705003.DWG

ATTACHMENT 1

CITY USE OF TERMAN MIDDLE SCHOOL

ATTACHMENT 1

The JCC shall have priority over the City for use of the pool and the gymnasium for its programs year round until it relocates to its permanent facilities or until August 31, 2009, whichever is earlier. All exceptions to this can be found in Attachment 1A.

The City's use of the Terman site following August 2003 will include:

1. Swimming Pool

- a. School year- After school, evening and weekends for instructional programs and lap swimming.
- b. Summer- Seven-day and night uses for instructional programs, recreational swimming and lap swimming.

2. Gymnasium

- a. School Year- After school for middle school athletics, youth and teen programs evenings; Weeknights for youth and adult programs; Weekend and night use for youth, teen and adult programs.
- b. Summer- Seven-day and night uses for youth, teen and adult programming.

3. Library Wing

Use of that wing as a neighborhood library subject to section F of this agreement. This use may be converted to City/School joint library services at some time in the future.

City of Palo Alto
Department of Community Services

December 5, 2001

Mr. Sandy Blavad
Albert Schultz Jewish Community Center
655 Arastradero Road
Palo Alto, CA 94306

Dear Sandy:

The intention of this document is to pave the way to allow the Jewish Community Center interim use of Gym A at the Cubberley Community Center. In this regard, the JCC will have exclusive use of Gym A at the Cubberley Community Center, throughout the year, with the exception of Fridays, 6:30 p.m. to 10:30 p.m., and Saturdays, 8:30 a.m. to noon, starting August 1, 2003. In order to extend such use of Gym A to the JCC all of the recreational programs that presently exist in Gym A must be transferred to the Terman gym. Should the City change its programming activities in the future, the JCC would have first right of use of the Terman Gym. Additionally, the City will be flexible in its programming of the Terman Gym, and, whenever possible, collaborate with the JCC on programs.

The conditions of this document are subject to the successful approval of a sublease between the JCC and the City of Palo Alto for the interim use of the Cubberley Community Center site, and cannot be relied upon by any third party (including the PAUSD) until such approval. This letter will become an addendum to the City of Palo Alto/Palo Alto Unified School District Agreement for Joint Use of the Terman Site:

Conditions at Terman Middle School gymnasium:

- The use of the Terman gym, outside of PAUSD use, will be scheduled first by the JCC. The City can schedule all other times not used by the JCC and PAUSD. Exceptions to this policy are as follows:
- Beginning in September 2003, the Palo Alto Recreation Division will have use of the Terman Gym Monday through Friday, September through June, from 3:30 p.m. to 10:30 p.m. and Saturday and Sundays, 8:30 a.m. through 10:30 p.m.

City of Palo Alto
Department of Community Services

- Beginning in 2003, YMCA Basketball will use the Terman Gym January through March of each year, 8:30 a.m. through 6:00 p.m. on Saturdays.
- The JCC has informed the City of its intention to continue sponsorship of summer camps at the Terman Gym, as is has for the last 20 years. If the JCC does not sponsor summer camp activities in the Terman gym, the City of Palo Alto requests the space to program camps from June through August, beginning in 2003 from 8:00 a.m. through 3:00 p.m., Monday through Friday.

Divisions
Arts & Culture
Education Services
Library
Parks & Golf
Recreation
Special Events
& Festivals

The above conditions are understood and approved by:

Sandy Blawie Date 12-5-01
For the Albert Schultz Jewish Community Center

[Signature] Date 12-5-01
For the City of Palo Alto

ATTACHMENT 2

SCHOOL DISTRICT USE OF TERMAN PARK

School District shall be entitled to the issuance of a City permit under Chapter 22 of the Palo Alto Municipal Code for use of portions of Terman Park during certain hours. School District shall not be required to pay for such permit, and in any case where there is a contradiction between the terms of the permit and the terms of this Agreement, this Agreement shall govern.

1. Terman Tennis Courts

a. Terman Middle School shall have first call on the tennis courts between the hours of 7:30 a.m. and 3:30 p.m. on days when Terman Middle School is in regular session.

b. School District shall pick up all litter and leave courts in good condition at end of every day of use.

2. Terman Playfields.

a. Terman Middle School shall have first call on the playing fields between the hours of 7:30 a.m. and 3:30 p.m. on days when Terman Middle School is in regular session. School District will not have the right to routinely exclude members of the public from any dedicated playing field or parkland. School District will have the right to take reasonable actions to protect both its first call on the playing fields and the safety of the students. No permanent fence or other barriers to public access will be constructed.

b. School District shall pick up all litter and leave fields in good condition at end of every day of use.

The public will have unrestricted access to those portions of Terman Park not being used by the Terman Middle School.

TRACT NO. 870
BOOK 33 OF MAPS
AT PAGE 26 & 27

MIDDLEFIELD ROAD (86')

S57°56'07"E 440.06'

A PORTION OF
PARCEL TWO
BOOK 2508
PAGE 124
SANTA CLARA COUNTY

LANDS
OF
MIDTOWN RETAIL
PARTNERS LP

LANDS OF
PALO ALTO
SCHOOL DISTRICT
345,322 SQ. FT.
7.92 ACRES

TRACT NO. 1310
GREENMEADOW
BOOK 50 OF
MAP AT PAGE
50 & 51



10' PG&E GAS
MAIN EASEMENT
BK. 748 PG. 487

BLOCK
8
1

N43°26'42"E
170.00'

9

N56°26'42"E
92.20'

10

P.O.B

11

N17°54'07"E
37.65'

PARCEL TWO

N51°30'00"W 548.44'

0 50 100 200

SCALE: 1" = 100'



LEA & SUNG ENGINEERING, INC.

CIVIL ENGINEERS • LAND SURVEYORS
2495 INDUSTRIAL PARKWAY WEST
HAYWARD, CALIFORNIA 94545
(510) 887-4086
FAX (510) 887-3019

EXHIBIT "G"

PROPOSED LOT-LINE ADJUSTMENT
PALO ALTO UNIFIED SCHOOL DISTRICT
CUBBERLEY SCHOOL
4000 MIDDLEFIELD ROAD
PALO ALTO, CALIFORNIA

SANTA CLARA COUNTY

APN: 147-08-003



Our No.: 56901-51990229-PRT
Customer No.: 4000 Middlefield Road

City of Palo Alto
Attn: Janet Freeland
250 Hamilton Avenue
Palo Alto CA 94303

Exhibit H

Property Address:
4000 Middlefield Road
Palo Alto, California

Preliminary Report

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

North American Title Company, Inc.

HEREBY REPORTS THAT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE, DESCRIBING THE LAND AND THE ESTATE OR INTEREST HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN, OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER, COPIES OF THE POLICY FORMS SHOULD BE READ, THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

Dated as of October 15, 2001
at 07:30 am

Pam Thompson/pu.
Title Officer/Examiner

4255 Hopyard Road, Suite 1, Pleasanton, CA 94588
Phone No.: (925) 399-3000 Fax No.: (925) 399-3028

The form of policy of title insurance contemplated by this report is:

Preliminary Report Only

The estate or interest in the land hereinafter described or referred to covered by this report is:

A fee

Title to said estate or interest at the date hereof is vested in:

Palo Alto Unified School District aka Palo Alto Unified School District of Santa Clara County

Description:

The land referred to herein is situated in the State of California, County of Santa Clara, City of Palo Alto, and is described as follows:

BEGINNING AT THE MOST WESTERLY CORNER OF THE PARCEL OF LAND CONTAINING 42.27 ACRES DESCRIBED IN THE DECREE OF DISTRIBUTION MADE IN THE ESTATE OF JOHN MILLER, RECORDED OCTOBER 7, 1937 IN BOOK 849 OF OFFICIAL RECORDS. AT PAGE 61, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; THENCE FROM SAID POINT OF BEGINNING NORTH 57° 42' 46" EAST ALONG THE NORTHWESTERLY LINE OF SAID 42.27 ACRE PARCEL 327.41 FEET TO THE POINT OF INTERSECTION THEREOF WITH A LINE DRAWN PARALLEL WITH AND DISTANT 400 FEET, SOUTHWESTERLY AT A RIGHT ANGLE, FROM THE SOUTHWESTERLY LINE OF MIDDLEFIELD ROAD 60 FEET IN WIDTH; THENCE SOUTH 57° 55' 14" EAST PARALLEL WITH AND DISTANT 400 FEET SOUTHWESTERLY AT A RIGHT ANGLE FROM SAID SOUTHWESTERLY LINE OF MIDDLEFIELD ROAD 572.04 FEET; THENCE AT RIGHT ANGLES TO THE LAST COURSE SOUTH 32° 04' 46" WEST 373.77 FEET TO THE SOUTHWESTERLY LINE OF THE 42.27 ACRE PARCEL; THENCE NORTH 51° 38' 17" WEST 717.99 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

PARCEL TWO:

BEGINNING AT A POINT ON THE CENTERLINE OF MIDDLEFIELD ROAD AT THE MOST SOUTHERLY CORNER OF TRACT 870 CHARLESTON GARDENS UNIT NO. 1 AS SHOWN ON A MAP THEREOF WHICH WAS FILED IN BOOK 33 OF MAPS AT PAGES 26 AND 27 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA; THENCE FROM SAID POINT OF BEGINNING SOUTH 57° 42' 46" WEST 804.35 FEET TO AN IRON PIPE ON THE NORTHEASTERLY LINE OF LAND FORMERLY OF D.L. SLOAN; THENCE SOUTH 51° 37' 17" EAST 224.14 FEET TO A POST MARKED P.S. 7 AT THE MOST NORTHERLY CORNER OF LOT 11 OF THE J. J. MORRIS REAL ESTATE CO'S SUBDIVISION OF THE LOUOKS TRACT, A MAP OF WHICH IS OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE SANTA CLARA, STATE OF CALIFORNIA, IN BOOK "L" OF MAPS, PAGE 35 RECORDS OF SANTA CLARA; THENCE ALONG THE NORTHERLY LINE OF LOTS 10 AND 11 OF SAID SUBDIVISION SOUTH 38° 23' 31" WEST 657.32 FEET TO A POINT WHICH IS DISTANT ALONG THE NORTHERLY LINE OF LOTS 9 AND 10 OF SAID SUBDIVISION NORTH 38° 23' 31" EAST 520.00 FEET FROM THE MOST EASTERLY CORNER OF LOT 6 OF SAID SUBDIVISION; THENCE PARALLEL WITH AND DISTANT NORTHEASTERLY 520 FEET FROM THE NORTHEASTERLY LIEN OF LOTS 4, 5 AND 6 NORTH 51° 36' 25" WEST 941.59 FEET TO A POINT WHICH IS DISTANT NORTHEASTERLY, MEASURED AT RIGHT ANGLES, 260 FEET FROM THE NORTHEASTERLY, BANK OF ADOBE CREEK; THENCE PARALLEL WITH AND DISTANT NORTH EASTERLY 260 FEET FROM SAID CREEK NORTH 14° 12' WEST 501.67 FEET TO A POINT WHICH IS DISTANT 657 FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF CHARLESTON ROAD; THENCE PARALLEL WITH AND DISTANT 657 FEET SOUTHEASTERLY FROM THE CENTER LINE OF CHARLESTON ROAD NORTH 56° 26' 42" EAST 340.00 FEET TO A POINT ON THE CENTERLINE OF A 10 FOOT EASEMENT GRANTED TO THE PACIFIC GAS & ELECTRIC COMPANY BY DEED DATED NOVEMBER 21, 1935 AND RECORDED DECEMBER 11, 1935 IN BOOK 748 OF OFFICIAL RECORDS, PAGE 487; THENCE NORTH 43° 26' 42" EAST 170.00 FEET TO A POINT WHICH BEARS SOUTH 57° 55' 14" EAST 70.00 FEET; SOUTH 32° 04' 46" WEST 235.00 FEET AND SOUTH 56° 26' 42" WEST 265.00 FEET FROM A POINT ON THE CENTERLINE OF MIDDLEFIELD ROAD AT THE MOST WESTERLY CORNER OF THE ABOVE MENTIONED CHARLESTON GARDENS UNIT NO. 1; THENCE NORTH 56° 26' 42" EAST 265.00 FEET; THENCE NORTH 32° 04' 46" EAST 235.00 FEET TO THE CENTERLINE OF MIDDLEFIELD ROAD; THENCE ALONG THE CENTERLINE OF MIDDLEFIELD ROAD SOUTH 52° 55' 14" EAST 1212.79 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION CONVEYED TO ROLF GRABMEIER BY DEED RECORDED APRIL 8, 1955, 3138-82

PARCEL THREE:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY RALPH GROBMEIER, ET UX, TO ROLF GROBMEIER, A MARRIED MAN BY DEED DATED AUGUST 14, 1954 AND RECORDED OCTOBER 15, 1954 IN BOOK 2983 OF OFFICIAL RECORDS, PAGE 211, DISTANT THEREON, S. 57 DEG. 42' 46" W. 221.83 FEET, FROM THE POINT OF INTERSECTION OF SAID NORTHWESTERLY LINE WITH THE SOUTHWESTERLY LINE OF MIDDLEFIELD ROAD; THENCE ALONG THE NORTHWESTERLY LINE OF SAID GROBMEIER PARCEL, S. 57 DEG. 42' 46" W. 221.83 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID GROBMEIER PARCEL AND PARALLEL WITH SAID LINE OF MIDDLEFIELD ROAD, S. 57 DEG. 55' 14" E. 95.97 FEET; THENCE LEAVING THE SOUTHWESTERLY LINE OF SAID GROBMEIER PARCEL AND RUNNING, N. 32 DEG. 04' 46" E. 200.00 FEET TO THE POINT OF BEGINNING AND BEING A PORTION OF THE RANCHO RINCONDE SAN FRANCISQUITO.

PARCEL FOUR:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 11 IN BLOCK 1, AS SHOWN ON THE MAP OF TRACT 1310, GREENMEADOW, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JULY 7, 1954, IN BOOK 50 OF MAPS, PAGES 50 AND 51; THENCE ALONG A SOUTHWESTERLY LINE OF SAID LOT 11, N. 33° 33' 18" W., 40.00 FEET; THENCE ALONG A SOUTHEASTERLY LINE OF LOTS 11 AND LOT 12, IN BLOCK 1, AS SHOWN ON THE MAP HEREINABOVE REFERRED TO, S. 56° 26' 42" W., 50.00 FEET; THENCE ALONG A NORTHEASTERLY LINE OF SAID LOT 12, S. 33° 33' 18" E., 40.00 FEET; THENCE ALONG THE NORTHEASTERLY PROLONGATION OF THE MOST SOUTHERLY LINE OF SAID LOT 12, N. 56° 26' 42" E., 50.00 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF THE SANTA RITA RANCHO.

ASSESSOR'S PARCEL NUMBER: 147-08-003

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. The Lien of Supplemental Taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.
2. Rights of the public, county and/or city in that portion lying within the street as it now exists:
Middlefield Road.
3. An easement affecting the portion of said land and for the purpose stated herein, and incidental purposes.

In Favor of: Pacific Gas and Electric Company, a California corporation

No representation is made as to the present ownership of said easement.

Purpose: Gas pipeline
Recorded: December 11, 1935
Book: 748
Page: 487
Affects: As therein described

4. An easement affecting the portion of said land and for the purpose stated herein, and incidental purposes.

In Favor of: City of Palo Alto

No representation is made as to the present ownership of said easement.

Purpose: Public street
Recorded: July 22, 1954
Book: 2920
Page: 557
Affects: The Southwesterly boundary of Parcel Two, as therein described

5. Any rights of parties in possession of said land, based on any unrecorded lease or leases, as disclosed by an inspection of said land and/or inquiry.

Note: Please submit copies of leases for review.

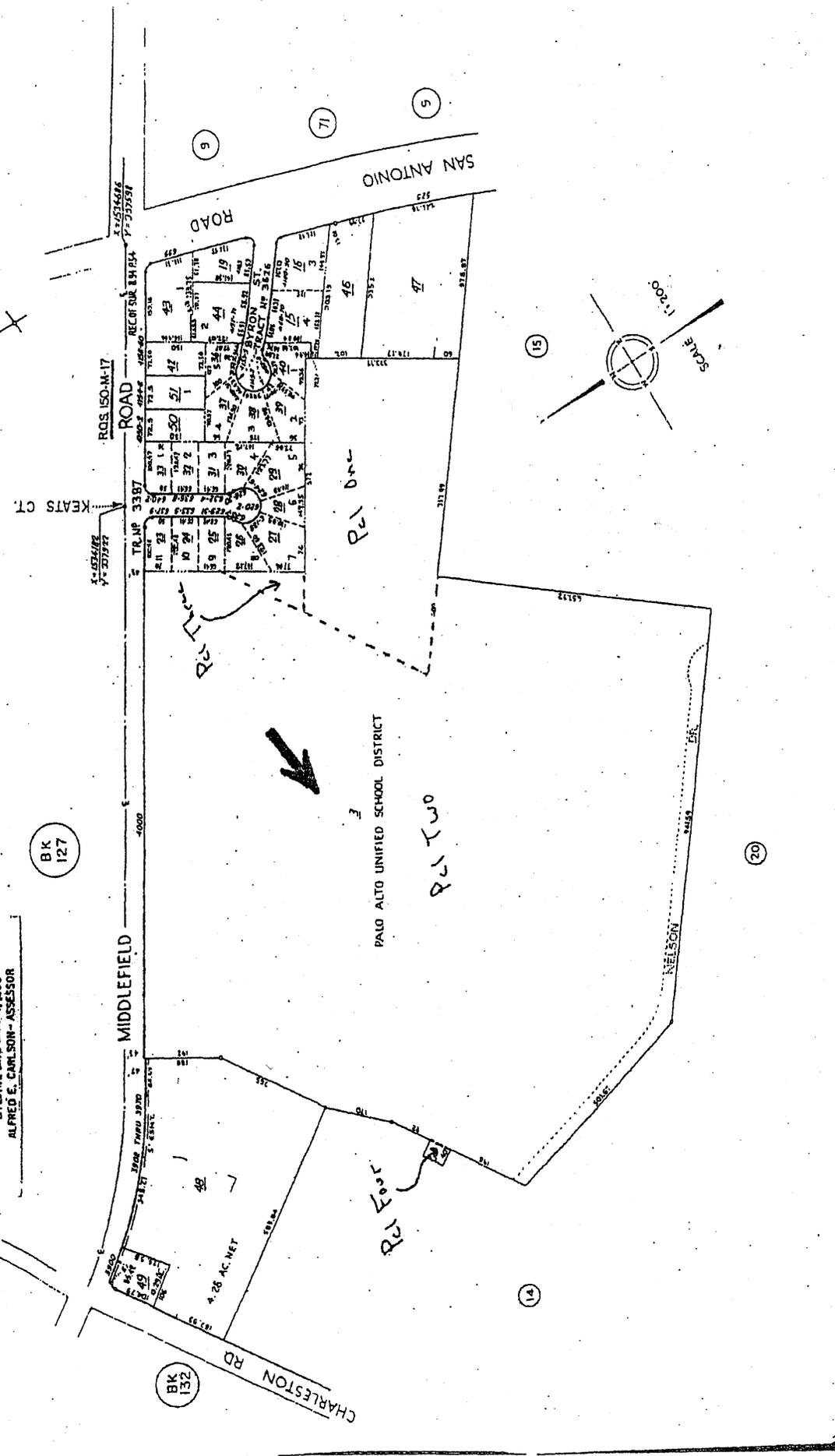
6. Matters which may be disclosed by an inspection or survey of said land or by inquiry of the parties in possession thereof.

Note: An inspection of said land should be ordered prior to close of escrow and upon its completion, we will advise you of our findings.

INFORMATIONAL NOTES:

- A. There is located on said land a commercial structure known as 4000 Middlefield Road, Palo Alto, California.
- B. There are no conveyances affecting said land recorded within twenty-four (24) months of the date of this report.
- C. This charge for a policy of title insurance, if issued through this title order, will be based on the basic insurance rate.
- D. General/Special Property Taxes for fiscal year 2001 - 2002 and possible prior years were not assessed.
- E. In addition to the county transfer tax of \$0.55 per \$500.00 the land herein also subject to a City of Palo Alto conveyance tax in the amount of \$1.65 per \$500.00 valuation. This city tax is figured on the full value of the land with no credits for existing loans or bonds.

1
2
3
COMPILED IN CONFORMANCE WITH SEC. 537
OF THE REVENUE & TAXATION CODE,
EFFECTIVE DATE 1/1/73
ALFRED E. CARLSON - ASSESSOR



"THE INFORMATION ON THIS PLAT IS PROVIDED FOR YOUR CONVENIENCE AS A GUIDE TO THE GENERAL LOCATION OF THE SUBJECT PROPERTY. THE ACCURACY OF THIS PLAT IS NOT GUARANTEED, NOR IS IT A PART OF ANY POLICY REPORT OR GUARANTEE TO WHICH IT MAY BE ATTACHED."

EXHIBIT I

AMENDMENT NO. 2 TO LEASE AND
COVENANT NOT TO DEVELOP BETWEEN
THE CITY OF PALO ALTO AND
THE PALO ALTO UNIFIED SCHOOL DISTRICT

This Amendment No. 2 to Lease and Covenant Not to Develop is entered into this ____ day of _____, 200_ by and between the Palo Alto Unified School District ("District") and the City of Palo Alto, a municipal Corporation ("City").

RECITALS

A. The City and the District entered into that certain Lease and Covenant Not to Develop on September 1, 1989 ("Lease") which provides in part that the City leases from the District certain property commonly referred to as the Cubberley Site. The parties entered into the Amendment No. 1 to Lease and Covenant Not to Develop on July 20, 1998.

B. The City and the District have now entered into a property exchange agreement whereby the City will convey to the District a portion of a site known as the Terman site in exchange for the District conveying fee title to the City of 7.97 acres of the Cubberley Site. The City will continue to lease from the District the remaining portion of the Cubberley Site.

C. Pursuant to Section 4.1 of the Lease, District covenants with City and City covenants with District that, in order to prevent further burden on City's infrastructure and preserve a substantial amount of City's remaining open space, certain school sites shall not be subdivided, sold or developed with additional square footage to be used for non-school district purposes.

D. Section 6.5.2(b) of the Lease provides that in the event District wishes to reopen, as an operating school, any of the Covenanted Sites described in Exhibits D, E, and F, it may do so upon written notice to City, provided that in such event, City and District shall amend the Lease to include within the Covenant Not to Develop two operating elementary school sites of District within the city limits of the City of Palo Alto. Amendment No. 1 to the Lease and Covenant Not to Develop

substituted the Walter Hays Site and Juana Briones Site as replacements for the "old" Ohlone site which has been renamed "Hoover School."

E. The District has now re-opened the Garland Site and wishes to designate Addison and El Carmelo as the two operating school sites to be substituted for the Garland Site.

F. Section 4.1 of the Lease limits additional development on any Covenanted Site for non-school district purposes to 2,000 square feet. As part of the re-opening of the Terman Middle School, the District will grant a license to use the Greendell Site to the Albert L. Schultz Jewish Community Center ("JCC") for interim childhood development programs. The JCC wishes to use nine (9) portable classrooms and one portable bathroom, each with an area of approximately 960 square feet, on the Greendell Site. City is willing to amend the Lease to permit the installation and use of these portable facilities by the JCC without additional consideration; however, the installation and use of such portable facilities requires a conditional use permit from the City.

G. City and District wish to amend the Lease and Covenant Not to Develop to provide for the reduction in area of the Cubberley Site and reduction in rent; the reopening of the Garland Site and the substitution of the Addison site and the El Carmelo site within the Covenant Not to Develop; to permit the interim use of portable buildings at the Greendell Site; and to grant to District the right to open a compact high school at Cubberley after the JCC has ceased relocated its operations from Cubberley.

NOW, THEREFORE, for consideration, receipt of which is acknowledged, the parties agree as follows:

1. Site Description. Section 1.1.5 of the Lease is hereby amended in its entirety to read as follows:

"1.1.5 Leased Site-Cubberley Site. Effective September 1, 2002, the term 'Leased Site' means all of that certain real property situated in the City described in Exhibit A attached hereto and made a part hereof, and all improvements thereon as of September 1, 2002."

2. Covenanted Sites. Paragraph 1.1.8 is hereby amended to read as follows:

"1.1.8 Covenanted Sites. The term 'Covenanted Sites' means all that certain property situated in the City described in Exhibits B, C, D-1, D-2, E-1, E-2, F, and G attached hereto and made a part hereof."

3. Reopening of Garland Site. Paragraph 1.1.10 is hereby deleted.

4. Substitution of Addison and El Carmelo. Paragraphs 1.1.10.1 and 1.1.10.2 are, respectively, are hereby added to read as follows:

"1.1.10.1 Addison Site. The term 'Addison Site' means all that certain real property situated in the City described in Exhibit E-1 attached hereto and made a part hereof.

1.1.10.2 El Carmelo Site. The term 'El Carmelo Site' means all that certain real property situated in the City described in Exhibit E-2 hereto and made a part hereof."

5. Covenant Payments. Section 2.2 is hereby amended to read as follows:

Walter Hayes/Juana Briones	\$204,742
Addison/El Carmelo	\$182,804
Greendell	\$182,804
Jane Lathrop Stanford	\$236,000
Jordan	\$164,000

6. Lease Payments. Section 2.8 is added to the Lease and Covenant Not to Develop to read as follows:

"2.8 Reduction in Rent. City obligation to pay rent to the District for the Cubberley Site shall be reduced, commencing September 1, 2002, by an amount equal to \$23,490 per month, ('the Offset Amount.') Whenever the Payment is adjusted pursuant to Section 2.7, the Offset Amount shall be adjusted by the same method."

7. Cubberley Lease. Section 3.0 of the Lease is hereby amended in its entirety to read as follows:

"3.0 Cubberley Lease. District hereby leases to City and City hereby leases from District for the term, at the rental, and upon all of the conditions set forth herein, the Leased Site commonly known as 'Cubberley School' situated in the City of Palo Alto described in Exhibit A attached hereto and made a part hereof and all improvements thereon. As of September 1, 2002, the total acreage of the Leased Site is approximately 27.48 acres of which 15.94 acres is outdoor recreation area; the remaining 11.54 acres is comprised of parking lot area, walkways, and approximately 80,150 square feet of buildings; however, it is understood that such acreage and square footage figures are only approximate and have not been precisely determined.

8. Covenant Not to Develop. Section 4.1 of the Lease is hereby amended in its entirety to read as follows:

"4.1 District hereby covenants with City and City hereby covenants with District that, in order to prevent a further burden on the City's infrastructure and in order to preserve a substantial amount of the City's remaining open space, which contributes to the welfare of the City's residents, the Covenanted Sites situated in the City of Palo Alto and described in Exhibits B, C, D-1, D-2, E-1, E-2, F and G attached hereto and made a part hereof, shall not be (1) subdivided, (2) sold or (3) developed with additional square footage to be used for non-school district purposes for the term of this Lease, for the consideration and upon all the conditions set forth herein, provided that the district may add portable non-permanent structures totaling no more than 2,000 square feet per Covenanted Site. If the District adds such square footage on any Covenanted Site, it shall give written notice to the City within 30 days of such addition. Provided, City hereby agrees that placement of up to nine portable class rooms and one portable bathroom, each consisting of approximately 960 square feet, on the Greendell Site, to be used by the JCC as

an interim relocation site for childhood development programs for not more than eight years, shall not be a violation of this Covenant. City acknowledges that location and use of such facilities by District itself for school-district purposes is not a violation of the Covenant and does not require City consent. JCC may not place or use portable facilities on the Greendell Site prior to obtaining a conditional use permit from City.

Upon the expiration or earlier termination of this Lease, except as provided in Section 4.2, the City shall execute and deliver to District a quitclaim deed for the Covenanted Sites, unless otherwise agreed to by the parties."

9. Exhibit E to the Lease is deleted and replaced with Exhibits E-1 and Exhibits E-2, respectively; and the Summary of Exhibits is amended accordingly.

10. District Option to Open Compact High School. Notwithstanding any other provision of the Lease, after the JCC has removed its programs from the City-owned property at the former Cubberley School and from the Leased Site, District may terminate the Lease with respect to all or a portion of the Leased Site so that it may operate a compact high school at Cubberley. District must provide twenty-four (24) months written notice to City of such termination or partial termination. If the District elects a partial termination, the notice shall include a map and legal description specifying the new Leased Site, and the City's payment for the Leased Site, shall be reduced in proportion to the reduction in the land area of the Leased Site. Further, if the District elects a complete or partial termination of the Lease under this Section 10, the District and City shall enter into a joint use agreement regarding the gym, cafeteria, theatre and fields. The Covenant Not to Develop shall remain in effect.

11. Effect of Amendment No. 2.

(a) As amended herein, the Lease dated September 1, 1989 and Amendment No. 1 remain in full force and effect. In case of any conflict between any of the amendments made in this Amendment No. 2 and the remaining provisions of the Lease as entered into September 1, 1989 and Amendment No. 1, the

Lease and Amendment No. 1 shall be interpreted so as to give effect to the provisions of this Amendment No. 2.

(b) This Amendment No. 2 shall be effective upon the date first written above. By separate agreement, parties have agreed that prior to September 1, 2002, District shall transfer to City fee title to that portion of the Cubberley Site removed from the leasehold by Section 7 of this Amendment No. 2. If, pursuant to that agreement, the transfer of Cubberley property to City and the release of City's interest in the reduction in City rent will be accelerated to coordinate with that closing, and the transfer to the District of the City's right to receive rental income for the Terman Site from the JCC.

IN WITNESS WHEREOF, the District and the City have caused this Amendment No. 2 to be executed by their respective officers as of the day and year first above written.

ATTEST:

CITY OF PALO ALTO

City Clerk

Mayor

APPROVED AS TO FORM:

PALO ALTO UNIFIED SCHOOL
DISTRICT, Lessor

Senior Asst. City Attorney

President, Board of Education

APPROVED:

APPROVED:

City Manager

Superintendent of Schools

Exhibit E-1 Addison Site (Legal Description and Map)
Exhibit E-2 El Carmelo Site (Legal Description and Map)

A.P.NO. 120-006-010
650 ADDISON AVENUE

April 24, 2002

**EXHIBIT E1
ADDISON SITE
PROPERTY DESCRIPTION**

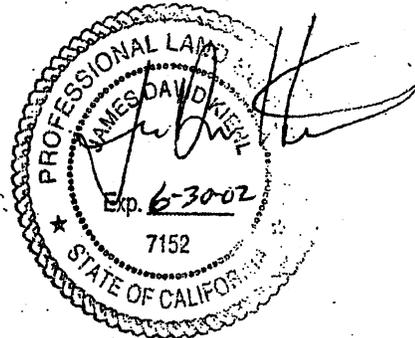
A portion of real property situated in the City of Palo Alto, County of Santa Clara, State of California more particularly described as follows;

ALL of Lots 1, 2, 3 and 4 of Block 81 as shown on the map titled "ORIGINAL MAP SHOWING SUBDIVISION OF UNIVESITY PARK, SANTA CLARA CO, CALIFORNIA" and recorded in the office of the County Recorder of said Santa Clara County on February 27, 1889 in Book "D" of maps, at page 69

Parcel contains 200,000 square feet or 4.5913 acres more or less.

Parcel is shown on attached map EXHIBIT E-1 and made a part hereof.

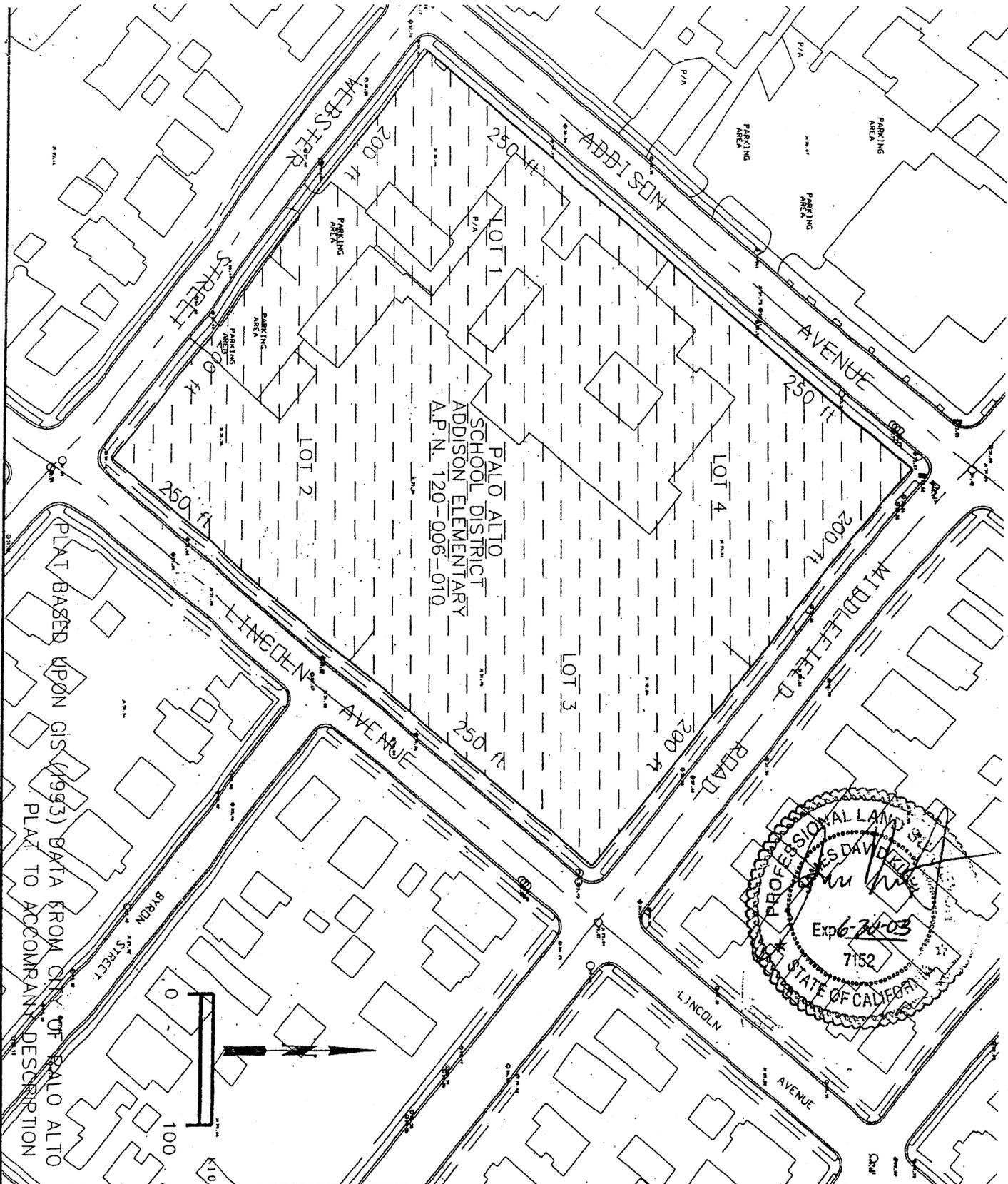
END OF DESCRIPTION



expires 6-30-03
JAMES DAVID KIEHL P.L.S. 7152
PREPARED BY / APPROVED

LEGAL: 1200610.Word
PLAT: 1200610.DWG
TITLE REPORT: #56901-52990147-PRT
This description are based upon information from record data and said title Report

REVISION (1) 34-24-2002
REFERENCE:
Dated March 28, 2002.



PALO ALTO
SCHOOL DISTRICT
ADDISON ELEMENTARY
A.P.N. 120-006-010

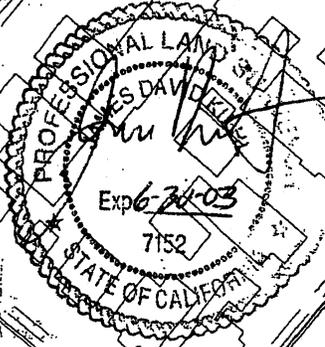


EXHIBIT "E1"
DRAWN BY: JAMES D. KIEHL

PALO ALTO HIGH SCHOOL DISTRICT
OF, SANTA CLARA COUNTY
650 ADDISON AVENUE

SCALE: 1" = 100'

LEGAL FILENAME: 12000610.WORD
DRAWING FILENAME: 12000610.DWG

CITY OF PALO ALTO, CALIFORNIA

REVISION: (1) 04/24/2002

PLAT BASED UPON GIS (1993) DATA FROM CITY OF PALO ALTO
PLAT TO ACCOMPANY DESCRIPTION

**EXHIBIT E2
EL CARMELO SITE
PROPERTY DESCRIPTION**

A portion of real property situated in the City of Palo Alto, County of Santa Clara, State of California more particularly described as follows;

(Grant Deed Book 2126 page 525, dated July 2, 1951)

ALL of Block 20 as laid down designated and delineated upon that certain map entitle, "Map No. 1 Map of Stanford City, Santa Clara County, California " recorded May 3, 1910 in the office of the Recorder of the County of Santa Clara, State of California, in Vol. "M" of Maps, page 97 records of said County and

(Resolution and order proclaiming the Abandonment of a County Road Book 2140 page 146, dated January 22, 2951)

El Capitan Road from its intersection with Ramona Street to its intersection with Bryant Street, as the same is delineated and designated upon that certain Map entitled "Map No. 1 Map of Stanford City, Santa Clara County, California " recorded May 3, 1910 in the office of the Recorder of the County of Santa Clara, State of California, in Vol. "M" of Maps, page 97 records of said County and

(Corporation Grant Deed Book 2143 page 235, dated January 30, 1951)

Lots 1 to 18 inclusive in Block 21 as laid down, designated and delineated upon that certain Map entitled, "Map No. 1 Map of Stanford City, Santa Clara County, California " recorded May 3, 1910 in the office of the Recorder of the County of Santa Clara, State of California, in Vol. "M" of Maps, page 97 records of said County and **excepting therefrom:**

(Grant Deed Book 2455 page 584, dated February 13, 1952)

Beginning at a point on the northwesterly line of Loma Verda Avenue, formerly called College Avenue, distant northeasterly upon said line 10.78 feet from the most southerly corner of Lot 14, Block 21. Map No. 1 Map of Stanford City, Santa Clara County, California " recorded May 3, 1910 in the office of the Recorder of the County of Santa Clara, State of California, in Vol. "M" of Maps, page 97, records of Santa Clara County, California:

thence southwesterly along a curve to the right, having a radius of 370 feet and a central angle of $18^{\circ} 12'$, an arc distance of 117.53 feet;

thence South $56^{\circ} 42'$ West 4.82 feet;

thence southwesterly along a curve to the right, having a radius of 20.00 feet and a central angle of $36^{\circ} 48' 34''$, an arc distance of 12.84 feet to a point on the southwestly line of Lot 18 of said Block;

thence South $51^{\circ} 30'$ East 27.56 feet to the most southerly corner of said Lot 18,

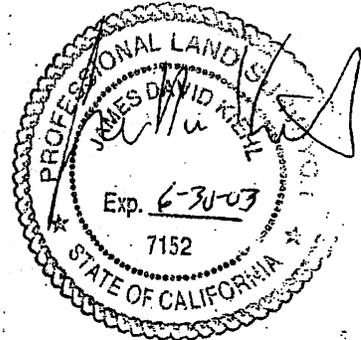
thence North 38° 30' East along said line of Loma Verda Avenue 130.28 feet to the point of beginning, being a part of Lots 14, 15, 16, 17 and 18 of said Block 21 and contain 0.025 acres, more or less.

Parcel contains 189,963 square feet or 4.3609 acres more or less.

Parcel is shown on attached map **Exhibit "E2"** and made a part hereof.

END OF DESCRIPTION

Requested by: Bill Fellman _____
Check by: Jay Remley *JR* _____
Check by: James Bourquin _____



Expires 6-30-03

JAMES DAVID KIEHL P.L.S. 7152
PREPARED BY / APPROVED

LEGAL: 13204834.Word

REVISION (1) 4-29-2002

PLAT: 13204834.DWG

TITLE REPORT: #56901-52990146-PRT

dated March 28, 2002.

This description is based upon information from record data and said title report.

DOCUMENT: 16674578

Titles: 1 / Pages: 5

Recorded at no charge in accordance with Government Code Section 6103 at the request of, and when recorded return to:



Fees + No Fees
Taxes
Copies
AMT PAID

City of Palo Alto/Real Estate
250 Hamilton Avenue
PO Box 10250
Palo Alto, CA 94303

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
North American Title Company

RDE # 009
12/10/2002
8:00 AM

CALLER NO 51990339

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

A.P. No.: 147-08-003 (portion)
File No.: AF-23/12-02/52
Project: Cubberley Site
4000 Middlefield Rd.

| GRANT DEED |

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The Palo Alto Unified School District

Does hereby GRANT to the CITY OF PALO ALTO, a municipal corporation, that certain property in the City of Palo Alto, County of Santa Clara, State of California, described in Exhibit A and shown in Exhibit B attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed.

DATED: 12.13.02

GRANTOR
Palo Alto Unified School District

John Barton
President, Board of Education

APPROVED:

Mary Frances Callan
Superintendent

TRACT NO. 870
BOOK 33 OF MAPS
AT PAGE 26 & 27

MIDDLEFIELD ROAD (86')

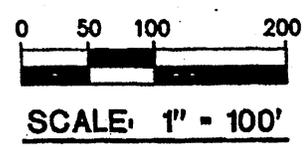
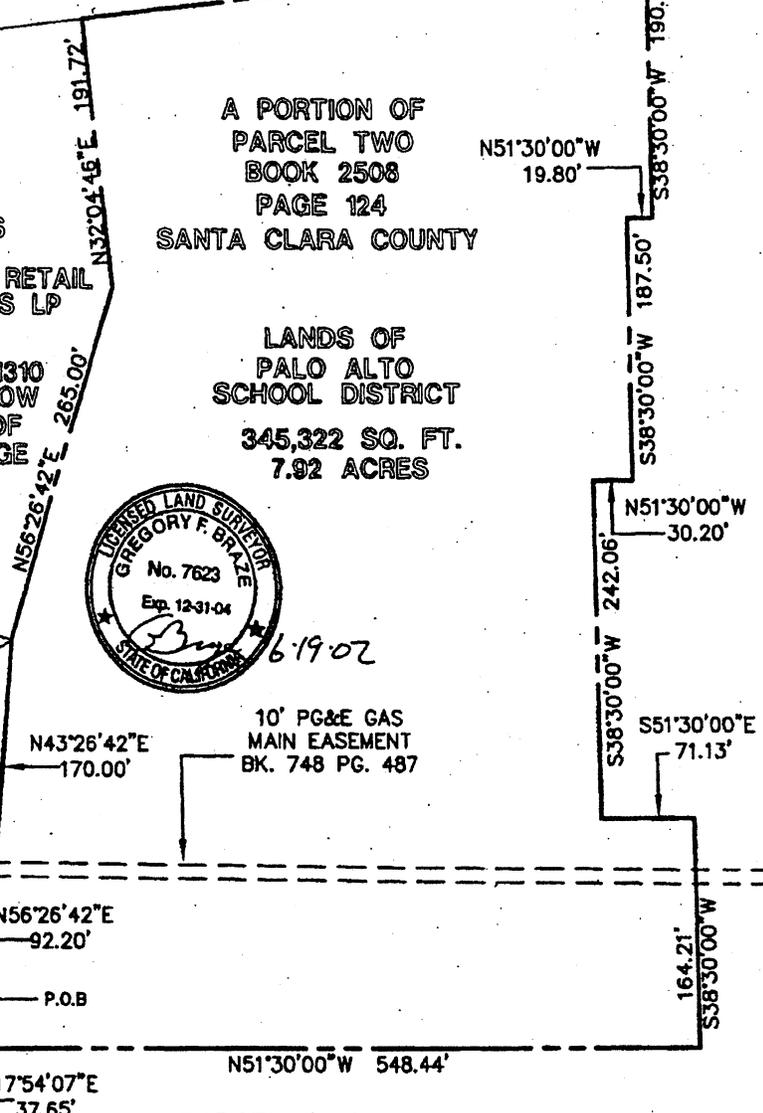
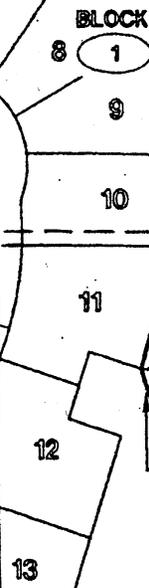
S57°56'07"E 440.06'

A PORTION OF
PARCEL TWO
BOOK 2508
PAGE 124
SANTA CLARA COUNTY

LANDS
OF
MIDTOWN RETAIL
PARTNERS LP

TRACT NO. 1310
GREENMEADOW
BOOK 50 OF
MAP AT PAGE
50 & 51

LANDS OF
PALO ALTO
SCHOOL DISTRICT
345,322 SQ. FT.
7.92 ACRES

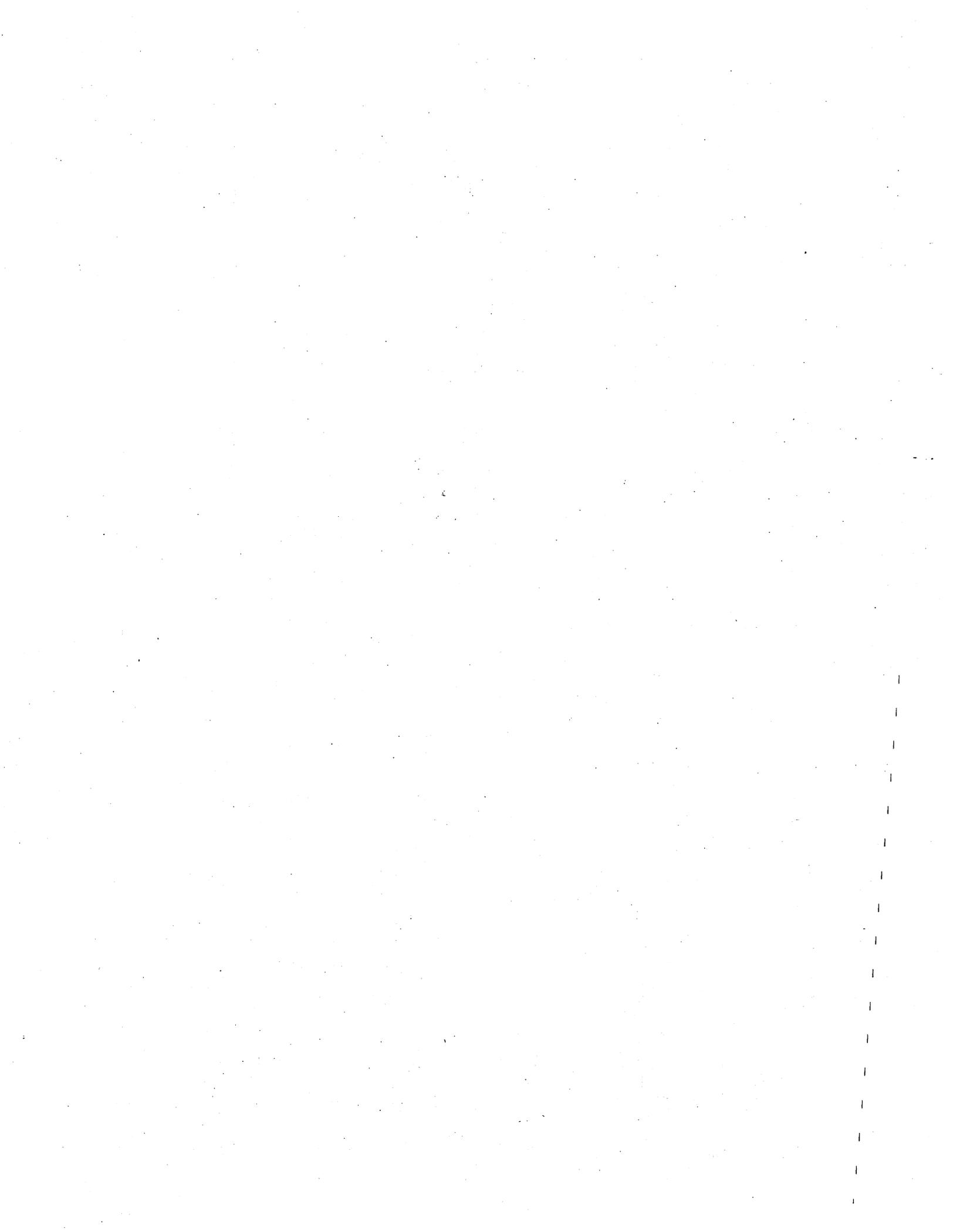


LEA & SUNG ENGINEERING, INC.
CIVIL ENGINEERS • LAND SURVEYORS
2495 INDUSTRIAL PARKWAY WEST
HAYWARD, CALIFORNIA 94545
(510) 887-4088
FAX (510) 887-3019

EXHIBIT "A"
PROPOSED LOT-LINE ADJUSTMENT
PALO ALTO UNIFIED SCHOOL DISTRICT
CUBBERLEY SCHOOL
4000 MIDDLEFIELD ROAD
PALO ALTO, CALIFORNIA
SANTA CLARA COUNTY APN: 147-08-003

JOB NO. 2010248
APPROVED BY: *John D. [Signature]* 6-25-02

JUNE 14, 2002



Project: Foothill College
Project Number: CL 23/12-96/11

SUBLEASE

THIS SUBLEASE is made this 14th day of November, 1997 by and between the City of Palo Alto, a municipal corporation, (CITY) and Foothill-DeAnza Community College District (SUBTENANT).

RECITALS

- A. CITY, under a Lease and Covenant Not to Develop (Lease), dated September 1, 1989, by and between the Palo Alto Unified School District (DISTRICT) and the City of Palo Alto (CITY), is leasing the former Cubberley High School site at 4000 Middlefield Road (Cubberley Site).
- B. CITY desires to develop the Cubberley site into a community facility and sublease a portion of it for educational services.
- C. SUBTENANT proposes to lease a portion of the Site to provide community and educational services.

NOW THEREFORE, in consideration of these premises, the parties hereto mutually agree as follows:

I. PREMISES (RL 3.0) S

Subject to the terms and conditions set forth in this agreement, CITY SUBLEASES to SUBTENANT that certain property (PREMISES) described and shown in "EXHIBIT B". EXHIBIT B is attached to, and by this reference, made a part of this SUBLEASE. Approximately 39,675 square feet, identified as buildings B, C, I, J, P, classrooms A4, A5, D3, D5, D6, D7 and the Pavilion Offices, Weight Room and Aerospace Room. Additionally, SUBTENANT shall be provided part-time exclusive use of approximately 18,485 square feet, identified as GYM-A from 5:00 PM to 10:00 PM, Monday through Thursday of each week and exclusive use of the Pavilion 24 hours per day, Monday through Thursday of each week. The GYM-A and Pavilion locker/shower rooms shall be accessible during

the hours of exclusive use as well as up-to 2:00 PM on Fridays. SUBTENANT accepts the PREMISES "as-is" on the date of this SUBLEASE subject to the provisions of paragraph XI of this agreement.

SUBTENANT or CITY, upon 120 day prior written notice to either party, and upon mutual agreement and acceptance, may amend the PREMISES' description. CITY reserves the right to rent the aforementioned PREMISES to other groups outside the days and times not granted to SUBTENANT.

II. PURPOSE (RL 4.0) S

The purpose of this SUBLEASE is to provide for the use of the PREMISES solely for the purpose of providing instruction and related City authorized support services required to support the educational programs conducted under the auspices of the Foothill-DeAnza Community College District.

III. REQUIRED AND OPTIONAL SERVICES AND USES (RL 5.0) S

In furtherance of the purposes stated above, the following required and optional services and uses shall be provided, permitted or prohibited:

- A. Required Services and Uses. Throughout the term of this SUBLEASE, SUBTENANT shall provide the following services and activities:

To provide public educational instruction and related City authorized support services, in compliance with all laws and regulations.

- B. Optional Services and Uses. Subject to the prior written approval of the City Manager, SUBTENANT may also use the PREMISES to provide additional services and uses which are ancillary to and compatible with the required services and uses stated above and not in conflict with the required uses.

Approval of optional services and uses shall be within the sole discretion of the City Manager.

- C. Restricted Uses. SUBTENANT agrees not to use the PREMISES for any

other purpose nor to engage in, or permit, any other business activity within or from the PREMISES, not previously approved by CITY and not in support of the instructional and related authorized support services required to support the educational programs of the Foothill-DeAnza Community College District.

- D. Prohibited Uses. The following uses are prohibited: 1) The serving and/or sale of alcoholic beverages; 2) conducting games of chance on the premises.

IV. TERM (RL 6.0) NS

The term of this SUBLEASE shall be five (5) years, commencing July 1, 1997 and terminating on June 30, 2002. SUBTENANT may terminate this SUBLEASE, upon one hundred twenty (120) days prior written notice, and upon agreement and acceptance by CITY. CITY shall not withhold acceptance without reasonable cause.

V. CONSIDERATION RENT (RL 7.0) NS

As consideration for SUBTENANT'S use of the PREMISES in accordance with the terms and conditions of this SUBLEASE, SUBTENANT agrees to pay to CITY forty four thousand five hundred thirty-four dollars (\$44,534.00/mo) per month for all exclusive use space and ten thousand three hundred and seventy-four dollars (\$10,374.00/mo) per month for all part-time exclusive use space, for a total of fifty four thousand nine hundred and eight dollars (\$54,908.00/mo) per month due and payable in accordance with Clause VIII (RENT PAYMENT PROCEDURE).

VI. REVISION OF RENTALS (RL 7.3) S

The rental specified in Clause V (CONSIDERATION/RENT) shall be subject to automatic annual adjustments in proportion to changes in the Consumer Price Index, All Urban Consumers, (base years 1982-1984 = 100) for San Francisco-Oakland-San Jose CMSA published by the U.S. Department of Labor, Bureau of Labor Statistics or any replacement index published by said Bureau.

The automatic adjustment shall be effective on each anniversary of the

commencement date of this SUBLEASE and shall be calculated in accordance with the following formula:

$$X = A (B/C)$$

Where:

- X = Adjusted rental.
- A = Rental at the Commencement of the SUBLEASE.
- B = Average monthly index for the 12 calendar months ending with and including the index published just prior to the month in which each rental rate adjustment is to become effective.
- C = Average monthly index for the 12 calendar months ending with and including the index published just prior to commencement of this SUBLEASE.

VII. RENT PAYMENT PROCEDURE (RL 10.0) S

- A. On or before the first day of each month, SUBTENANT shall pay to CITY rent as set forth in Clause V (CONSIDERATION/RENT).
- B. Should this SUBLEASE commence on a date other than the first of any month, rent for the first and last month of this SUBLEASE shall be prorated assuming a 30-day month.
- C. Rental payments shall be delivered to the Revenue Collections Division, 250 Hamilton Avenue, PO Box 10250, Palo Alto, CA 94303. The designated place of payment may be changed at any time by CITY upon ten (10) days written notice to SUBTENANT. Rental payments may be made by check made payable to the City of Palo Alto, however, SUBTENANT assumes all risk of loss if payments are made by mail.
- D. Acceptance of Late or Incorrect Rent: SUBTENANT specifically agrees that acceptance of any late or incorrect rentals submitted by SUBTENANT shall not constitute an acquiescence or waiver by CITY and shall not prevent CITY from enforcing Clause XIII (CHARGE FOR LATE PAYMENT) or any other remedy provided in this SUBLEASE.

VIII. CHARGE FOR LATE PAYMENT (RL 11.1) S

If any payment of rent as specified in Clause V (CONSIDERATION/RENT) or of any other sum due CITY is delinquent more than two consecutive months, a late charge equal to one percent (1%) of the payment due and unpaid shall be added to the payment, and the total sum shall become immediately due and payable to CITY.

2/10/05
REMOVED
PER REQUEST of HECTOR Quiroz e Fortuella 949-6250
IX. SECURITY DEPOSIT (RL 13.0) S

40,000
A security deposit in the sum of seventy five thousand dollars (\$75,000.00) shall be provided to CITY by SUBTENANT. The security deposit shall take one of the forms set out below and shall guarantee SUBTENANT'S full and faithful performance of all the terms, covenants, and conditions of this SUBLEASE.

A. Cash.

B. The assignment to CITY of a savings deposit held in a financial institution in Santa Clara or San Mateo County acceptable to CITY. At a minimum, such assignment shall be evidenced by the delivery to CITY of the original passbook reflecting the savings deposit and a written assignment of said deposit to CITY in a form approved by the Real Property Manager.

C. A Time Certificate of Deposit from a financial institution in Santa Clara or San Mateo County wherein the principal sum is made payable to CITY or order. Both the financial institution and the form of the certificate must be approved by the Real Property Manager.

D. A Letter of Credit or other instrument of credit from a financial institution, subject to regulation by the state or federal government, pledging that fund necessary to secure performance of the SUBLEASE terms, covenants, and conditions, are on deposit and guaranteed for payment, and agreeing that the funds shall be trust funds securing SUBTENANT'S performance and that all or any part shall be paid to CITY or order upon demand by CITY. Both the financial institution(s) and the form of the instrument(s) must be approved by the Real Property Manager.

Regardless of the form in which SUBTENANT elects to make said security deposit, all or any portion of the principal sum shall be available unconditionally to CITY for correcting any default or breach of this

SUBLEASE incurred by CITY as a result of the failure by SUBTENANT, its successors or assigns, to faithfully perform all of the terms, covenants, and conditions of this SUBLEASE. Should SUBTENANT elect to provide a Time Certificate of Deposit, Letter of Credit, or other instrument of credit, hereinafter collectively referred to as "INSTRUMENT", to fulfill the security deposit requirements of this SUBLEASE, the INSTRUMENT shall contain a provision whereby the institution issuing the INSTRUMENT agrees to provide CITY with written notice of its intent not to renew the INSTRUMENT at least thirty (30) days prior to expiration or termination of the INSTRUMENT. If SUBTENANT has not provided CITY with an acceptable alternate form of security deposit at least ten (10) days prior to expiration or termination of the INSTRUMENT, CITY may demand and obtain from the institution issuing the INSTRUMENT, the amount secured by the INSTRUMENT as satisfaction of the security deposit provision of this SUBLEASE.

Should SUBTENANT elect to assign the savings deposit to CITY, or provide an alternate INSTRUMENT, to fulfill the security deposit requirements of this SUBLEASE, the assignment, or issuance of the INSTRUMENT shall have the effect of releasing the depositor or creditor therein from liability on account of the payment of any or all of the principal sum to CITY or order upon demand of CITY. The agreement entered into by SUBTENANT with a financial institution to establish the deposit necessary to permit assignment or issuance of a certificate as provided above, may allow the payment of interest accruing on account of the deposit to SUBTENANT, or order.

SUBTENANT shall maintain the required security deposit throughout the SUBLEASE term. Failure to do so shall be deemed a default and may be grounds for immediate termination of this SUBLEASE. The security deposit shall be rebated, reassigned, released, or endorsed to SUBTENANT or order, as applicable, at the end of the SUBLEASE term, provided SUBTENANT has fully and faithfully performed each and every term, covenant, and condition of this SUBLEASE.

X. MAINTENANCE AND REPAIR (RL 14.3) NS

CITY shall be responsible for exterior maintenance and repair of the structure and main support systems, including roof repair, heating, air conditioning and ventilation repair, main electrical systems, water, sewer systems repair, exterior painting and structural repairs

and maintain sidewalks, driveways, parking areas in a condition suitable to satisfy the purpose of the SUBLEASE. In addition, the CITY shall be solely responsible for rekeying locks and issuing new or additional keys (cost for rekeying and keys shall be billed to SUBTENANT at cost of materials and labor, and if done by CITY an additional 15% overhead shall be added to cost) and lock repair. However in the event that the estimated cost of repair exceeds fifty percent (50%) of the expected remaining future income to CITY under this SUBLEASE, CITY may decide not to make such repairs. In the event CITY decides not to make such repairs, and if SUBTENANT chooses not to make such necessary repairs, this agreement shall immediately terminate and SUBTENANT shall vacate the PREMISES by a mutually agreed upon period.

SUBTENANT expressly agrees to maintain the PREMISES in a safe, clean, wholesome, and sanitary condition and in substantial repair to the complete satisfaction of CITY and in compliance with all applicable laws. SUBTENANT shall secure the SUBLEASED PREMISES, provide for interior painting, light bulb and ballast replacement, electrical outlets, floor and ceiling tiles (except when damaged results from leaking roof), window glass replacement (if breakage is determined to have been caused by SUBTENANT), and cleaning of carpets, floors, windows and draperies if required more frequently than provided in Clause XI (JANITORIAL SERVICE). SUBTENANT further agrees to provide approved interior containers for trash and garbage and to keep the interior of the PREMISES free and clear of rubbish and litter. CITY shall have the right to enter upon and inspect the PREMISES at any time for cleanliness and safety. Notwithstanding the above provisions, SUBTENANT shall be responsible for damage or repair to PREMISES or any of its support systems resulting from SUBTENANT'S use of the PREMISES and not occasioned by normal wear and tear.

In areas that are shared with other tenants, the CITY is responsible for interior painting, light bulb and ballast replacements, etc. SUBTENANT shall designate in writing to CITY an on-site representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness, and general order.

If SUBTENANT fails to maintain or make repairs or replacements as required herein, CITY may notify SUBTENANT in writing of each failure. Should SUBTENANT fail to correct the situation within a reasonable time thereafter, as established by the City Manager, the Real Property Manager may make, or cause to be made, the necessary corrections and

the cost thereof, including but not limited to the cost of labor, materials, and equipment and a fifteen percent (15%) charge for administration and overhead, shall be paid by SUBTENANT within ten (10) days of receipt of a statement of the cost from the Real Property Manager. CITY may, at its option, choose other remedies available herein, or available by law.

If CITY fails to maintain or make repairs or replacements as required herein, SUBTENANT may notify CITY in writing of each failure. Should CITY fail to correct the situation within a reasonable time thereafter, as established by the SUBTENANT'S Director of Maintenance and Plant Operations, the SUBTENANT as to evidence legal remedy, may make, or cause to be made, the necessary financial retribution by the CITY for the cost thereof, including but not limited to the cost of labor, materials, and equipment and a fifteen percent (15%) charge for administration and overhead, shall be paid by CITY within ten (10) days of receipt of a statement of the cost from the Director. Any interior damage that is caused by CITY'S failure to maintain the exterior facility will be repaired at the expense of the CITY. SUBTENANT may, at its option, choose other remedies available herein, or available by law.

XI. JANITORIAL SERVICE NS

CITY will provide janitorial service to the PREMISES, as described in Exhibit C., attached to, and by this reference made a part of this SUBLEASE. Any future facilities added to the PREMISES, (eg. snackbar services), shall not be included in Janitorial Services provided by CITY, unless previously negotiated and approved by CITY.

XII. CONSTRUCTION AND/OR ALTERATION BY SUBTENANT (RL 15.1) NS

A. CITY'S Consent: No structures, improvements, or facilities shall be constructed, erected, altered, or made within the PREMISES without the prior written consent of City Council if required by City of Palo Alto procedures or ordinances, or otherwise by the City Manager. Major revisions will also require prior written approval by the Palo Alto Unified School District and/or State Architect. Any conditions relating to the manner, method, design, and construction of the structures, improvements, or facilities established by CITY, District and State Architect shall

be conditions of this clause as though originally stated herein. SUBTENANT may, at any time and at its sole expense, install and place business fixtures and equipment within any building constructed by CITY, provided such fixtures and installation have been reviewed and approved by the City Manager.

- B. Strict Compliance with Plans and Specifications. All improvements constructed by SUBTENANT within the PREMISES shall be constructed in an efficient and professional manner and in strict compliance with detailed plans and specifications approved by the City Council if required by City of Palo Alto procedures or ordinances or otherwise by the City Manager, or designee, or DISTRICT designee, and applicable City of Palo Alto codes and ordinances.
- C. Certificate of Inspection. Upon completion of construction of any building, SUBTENANT shall submit to the Real Property Manager, a Certificate of Inspection, verifying that the construction was completed in conformance with Title 20 of the California Code of Regulations for residential construction, or in conformance with Title 24 of the California Code of Regulations for non-residential construction.

All improvements constructed, erected or installed upon the PREMISES must be free and clear of all liens, claims, or liability for labor or material. CITY may at its option require SUBTENANT to remove subtenant-constructed interior walls upon termination of SUBLEASE.

Title to all equipment, furniture, furnishings and trade fixtures placed by SUBTENANT upon the PREMISES shall remain in SUBTENANT, and replacements, substitutions and modifications thereof may be made by SUBTENANT throughout the term of this SUBLEASE. SUBTENANT may remove such fixtures and furnishings upon termination of this SUBLEASE, provided that SUBTENANT shall repair to the satisfaction of the CITY any damage to the PREMISES and improvements caused by such removal and; provided that usual and customary lighting, plumbing and heating fixtures shall remain upon the PREMISES upon termination of this SUBLEASE.

- D. Prior to commencement of any work, SUBTENANT shall pay the amount of any increase in premiums on insurance policies provided for herein because of endorsements to be made covering the risk during the course of work. The SUBTENANT shall have the option of

providing its own construction insurance for the added risk during the course of the work. In addition, if the estimated cost of work shall exceed One Thousand Dollars (\$1,000.00), SUBTENANT shall, without cost to DISTRICT or CITY, furnish DISTRICT with a performance bond written by a surety acceptable to DISTRICT and CITY in an amount equal to the estimated cost of the work, guaranteeing the completion of work, free and clear of liens, encumbrances, and security interest, according to the approved plans and specifications.

XIII. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS (RL 15.4) S

- A. Total Destruction. In the event the PREMISES or a substantial portion thereof are destroyed by any cause that renders the PREMISES unfit for the purposes designated in Clause III (REQUIRED & OPTIONAL USES) and if the PREMISES are so badly damaged that they cannot be repaired within ninety (90) days from the date of such damage, either party may terminate this SUBLEASE by giving to the other party written notice within thirty (30) days of the occurrence of such damage. After such notice of termination has been given, rental (excepting percentage rental, if any) shall be prorated to the date SUBTENANT actually vacates the PREMISES which shall be no later than thirty (30) days from the giving of the notice of termination.
- B. Insured Partial Destruction. If the PREMISES are partially destroyed by any cause insurable under fire insurance with a standard extended coverage casualty endorsement and the destroyed portion can be rebuilt or repaired within ninety (90) days from the date of destruction, CITY shall repair the damage or destruction with reasonable diligence. In such event, this SUBLEASE shall remain in full force and effect; however, until the destroyed PREMISES are repaired, rental (excepting percentage rental, if any) paid by SUBTENANT to CITY shall be reduced in the same proportion that SUBTENANT's square footage is reduced by such destruction. However there shall be no rent abatement or offset should the damage or destruction be caused by SUBTENANT, its employees, agents or contractors.
- C. Non-Insured Partial Destruction. If the PREMISES are partially destroyed by any cause not insurable by fire insurance with an extended coverage casualty endorsement but the PREMISES can still

be used for the purposes designated in Clause III (REQUIRED & OPTIONAL USES), SUBTENANT may, at its option, terminate this SUBLEASE unless CITY commences rebuilding or repair of the destroyed portion of the PREMISES within 90 days from the date of destruction. However, there shall be no rent abatement or offset should the damage or destruction be caused by SUBTENANT, its employees, agents or contractors.

Such termination by SUBTENANT shall be accomplished by giving CITY written notice of termination not sooner than ninety (90) days nor later than one hundred (100) days after the occurrence of such damage or destruction. This SUBLEASE shall terminate on the date such notice of termination is given to CITY. If CITY accomplishes such repair or if SUBTENANT fails to exercise its option to terminate, this SUBLEASE shall remain in full force and effect, however, until the destroyed PREMISES are repaired, rental paid by SUBTENANT to CITY (excepting percentage rent, if any) shall be reduced in the same proportion that SUBTENANT'S SUBLEASED square footage is reduced by such destruction. However, there shall be no rent abatement or offset should the damage or destruction be caused by SUBTENANT, its employees, agents or contractors.

Glass breakage shall not be deemed a partial destruction within the meaning of this clause.

XIV. AS BUILT PLANS (RL 15.5) S

Upon completion of any major SUBTENANT-constructed improvements, SUBTENANT shall provide the Real Property Manager with a complete set of reproducible "as built plans" reflecting actual construction within or upon the PREMISES. SUBTENANT shall also provide the Real Property Manager with a statement signed by SUBTENANT under penalty of perjury certified as to accuracy of actual construction costs for all such improvements.

XV. UTILITIES (RL 17.1) NS

SUBTENANT shall provide and pay for any and all telephone equipment or services to the PREMISES specified in this Contract.

1. "This insurance shall not be canceled, limited in scope of coverage or nonrenewed until after thirty (30) days written notice has been given to the: CITY OF PALO ALTO/Real Estate Division, PO Box 10250, Palo Alto, CA 94303".
2. "All rights of subrogation are hereby waived against the CITY OF PALO ALTO, the members of the City Council and elective or appointive officers or employees, and the Palo Alto Unified School District when acting within the scope of their employment or appointment."
3. "The CITY OF PALO ALTO and the PALO ALTO UNIFIED SCHOOL DISTRICT are added as additional insureds as respects operations of the named insured at or from the premises SUBLEASED from the CITY OF PALO ALTO."
4. "It is agreed that any insurance maintained by the CITY OF PALO ALTO will apply in excess of, and not contribute to insurance provided by this policy."

XVII. INSURANCE (RL 18.2)

SUBTENANT agrees to deposit with the Real Property Manager, on or before the effective date of this SUBLEASE, certificates of insurance necessary to satisfy CITY that the insurance provisions of this SUBLEASE have been complied with, and to keep such insurance in effect and the certificates therefore on deposit with CITY during the entire term of this SUBLEASE. Should SUBTENANT not provide evidence of such required coverage at least three (3) days prior to the expiration of any existing insurance coverage, CITY may purchase such insurance, on behalf of and at the expense of SUBTENANT to provide six months of coverage.

CITY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the Risk Manager, the insurance provisions in this SUBLEASE do not provide adequate protection for CITY and for members of the public using the PREMISES, the Real Property Manager may require SUBTENANT to obtain insurance sufficient in coverage, form, and amount to provide adequate protection as determined by the Risk Manager. CITY'S requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risk which

exists at the time a change in insurance is required.

The Real Property Manager shall notify SUBTENANT in writing of changes in the insurance requirements. If SUBTENANT does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, or in the event SUBTENANT fails to maintain in effect any required insurance coverage, SUBTENANT shall be in default under this SUBLEASE without further notice to SUBTENANT. Such failure shall constitute a material breach and shall be grounds for immediate termination of this SUBLEASE at the option of CITY.

The procuring of such required policy or policies of insurance shall not be construed to limit SUBTENANT'S liability hereunder nor to fulfill the indemnification provision and requirements of this SUBLEASE. Notwithstanding the policy or policies of insurance, SUBTENANT shall be obligated for the full and total amount of any damage, injury, or loss caused by or connected with this SUBLEASE or with use or occupancy of the PREMISES.

XVIII. ASSIGNING AND ENCUMBERING PROHIBITED (RL 19.1) NS

Since CITY has relied on the specific background and capabilities of SUBTENANT in awarding this SUBLEASE, any mortgage, pledge, hypothecation, encumbrance, sublease (in excess of six months), transfer, or assignment (collectively referred to as ENCUMBRANCE) of SUBTENANT'S interest in the PREMISES, or any part or portion thereof, is prohibited. Any attempted ENCUMBRANCE shall be null and void and shall confer no right, title, or interest in or to this SUBLEASE.

XIX. SUBLETTING (SHORT-TERM) NS

SUBTENANT may sublease (for periods not to exceed six months, including hourly rentals) the PREMISES upon first receiving written approval by the City Manager. Failure to obtain CITY'S required written approval of a sublease will render such sublease void. Occupancy of the PREMISES by a prospective sub-sublessee before approval of such sub-sublease by CITY shall constitute a breach of this SUBLEASE.

SUBTENANT shall first direct all inquiries for rentals, both hourly

and long-term, to the Manager, Real Property. After CITY has determined that space is not available to adequately meet the needs of the prospective user(s), SUBTENANT may proceed with negotiating the short term use of their PREMISES and shall proceed with obtaining CITY's written approval as described herein. All rates and rents charged by SUBTENANT shall conform to CITY's hourly and short term lease rates.

Should CITY consent to any sublease, such consent shall not constitute a waiver of any of the terms, covenants, or conditions of this SUBLEASE. Such terms, covenants, or conditions shall apply to each and every sublease hereunder and shall be severally binding upon each and every subtenant. Any document to sub-sublet the PREMISES or any part thereof shall incorporate directly or by reference all the provisions of this SUBLEASE.

XX. DEFAULT IN TERMS OF THE SUBLEASE BY SUBTENANT (RL 20.0) S

Should SUBTENANT default in the performance of any covenant, condition, or agreement contained in this SUBLEASE and such default is not corrected within thirty (30) days of receipt of a notice of default from CITY, CITY may:

- A. Terminate this SUBLEASE and all rights of SUBTENANT and those who claim under SUBTENANT, stemming from this SUBLEASE, shall end at the time of such termination;
- B. At CITY'S sole option, cure any such default by performance of any act, including payment of money, and the cost thereof, plus reasonable administrative cost, shall become immediately due and payable by SUBTENANT to CITY;
- C. Seek an action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of CITY;
- D. Seek a mandamus or other suit, action of proceeding at law or in equity to enforce its rights against SUBTENANT and any of its officers, agents, and employees and its assigns, and to compel it to perform and carry out its duties and obligations under the law and its covenants and agreements with CITY as provided herein; or

- E. Pursue any other remedy available by law or specifically provided in other clauses of this SUBLEASE.

However, in the event of a default which cannot reasonably be cured within thirty (30) days, SUBTENANT shall have a reasonable period of time (as determined by the City Manager) to cure the default. Each and all of the remedies given to CITY hereunder or by any law now or hereafter enacted, are cumulative and the exercise of one right or remedy shall not impair the right to CITY to exercise any or all other remedies. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, then, and in every such case, CITY and SUBTENANT shall be restored to its and their former position and rights and remedies as if no such suit, action or proceedings had been brought or taken.

In addition to a violation or breach of any other provision of this SUBLEASE, SUBTENANT shall be considered to be in default under this SUBLEASE should SUBTENANT:

- A. voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law;
- B. be adjudicated a bankrupt; or
- C. attempt to make a general assignment for the benefit of its creditors.

XXI. LIMITATION OF THE LEASEHOLD (RL 22.0) S

This SUBLEASE and the rights and privileges granted SUBTENANT in and to the PREMISES are subject to all covenants, conditions, restrictions, and physical or legal encumbrances, including those which are set out in the September 1, 1989 LEASE by and between CITY AND DISTRICT. (A copy of the Agreement is on file at 250 Hamilton Avenue, City Hall, Real Estate Division, for your review.)

Nothing contained in this SUBLEASE or in any document related hereto shall be construed to imply the conveyance to SUBTENANT of rights in the PREMISES which exceed those owned by CITY.

XXII. NOTICES (RL 23.0) S

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder given by either party to the other, shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by United States Certified mail, postage, prepaid, (3) sent by express delivery service, or (4) in the case of a facsimile, if sent to the telephone number(s) set forth below during normal business hours of the receiving party and followed within 48 hours by delivery of hard copy of the material sent by facsimile, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery service and service by facsimile transmission. Delivery of notices properly addressed shall be deemed complete when the notice is physically delivered to the Real Property Manager.

All notices pursuant to this SUBLEASE shall be addressed as set forth below or as either party may subsequently designate by written notice.

TO: CITY

Real Property Manager

City of Palo Alto
P.O. Box 10250
250 Hamilton Avenue

Palo Alto, CA 94303
FAX: (415) 329-2468

with a copy to:

City Clerk
City of Palo Alto
P.O. Box 10250
250 Hamilton Avenue
Palo Alto, CA 94303
FAX: (415) 329-2646

TO: SUBTENANT

Director of Operations

Foothill DeAnza Community College
District
12345 El Monte Road

Los Altos Hills, CA 94022
FAX: (415) 948-5194

with a copy to:

Dean, Off Campus Programs
Foothill College
4000 Middlefield Road
Palo Alto, CA 94303
FAX: (415) 493-7492

and

City Attorney, City of Palo Alto
P.O. Box 10250
250 Hamilton Avenue
Palo Alto CA 94303
FAX: (415) 329-2646

XXIII. REPRESENTATIONS REGARDING HAZARDOUS MATERIALS (NS)

With respect to the existence or use of "Hazardous Materials" as defined in 30(A) of the General Conditions, CITY represents to SUBTENANT to the best of CITY'S knowledge as of the date of execution of this SUBLEASE and based on no other inquiry than (i) information received from the Palo Alto Unified School District, the master landlord of the subleased premises, and (ii) the making and examination of a study of the subleased premises undertaken by Dynamac Corporation with respect to the existence or non-existence of friable and non-friable asbestos and asbestos-containing construction materials, that the subleased premises is in compliance with all laws regulating the handling, transportation, storage, treatment, use and disposition of Hazardous Materials, including asbestos and asbestos-containing construction materials.

XXIV. ATTACHMENT TO SUBLEASE (RL 24.0) S

This SUBLEASE includes the following exhibits, which are attached hereto and by this reference incorporated into this SUBLEASE:

- Exhibit A - General Conditions
- Exhibit B - Description of SUBLEASED Premises
- Exhibit C - Description of Janitorial Services

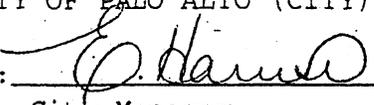
The inclusion of clauses in Exhibit A (GENERAL CONDITIONS) is not in any way intended to lessen the importance of these clauses, but is merely done to enhance the organization of various clauses and this SUBLEASE.

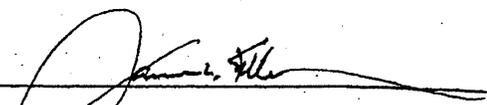
IN WITNESS WHEREOF, the parties have executed this SUBLEASE the day and year first above written.

CITY:

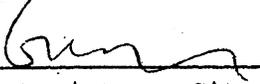
SUBTENANT:

CITY OF PALO ALTO (CITY)

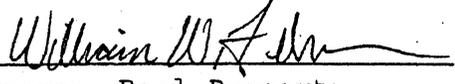
BY: 
City Manager
Assistant

BY: 
James Keller
Vice Chancellor, Business Services
Foothill/DeAnza Community College District

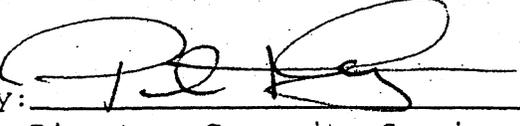
APPROVED AS TO FORM:

By: 
Sr. Assistant City Attorney

RECOMMENDED AS TO FORM:

By: 
Manager, Real Property

RECOMMENDED FOR APPROVAL:

By: 
Director, Community Services

GENERAL CONDITIONS

1. DEFINITIONS (RL 27.1) S

CITY shall mean the City Council of the City of Palo Alto, a municipal corporation.

The City Manager is hereby authorized to take any actions under this SUBLEASE on behalf of CITY except for termination of this SUBLEASE.

Clauses in this SUBLEASE refer to specific officers or employees of CITY. Should these positions be eliminated or the title changes, it is understood and agreed that such references shall be considered to be to the new title for renamed positions or to the replacement official designated with the responsibilities of any eliminated position. Any reference to a City officer or employee includes a reference to the officer's or employee's designated representative.

2. TIME (RL 27.3) S

Time is of the essence of this SUBLEASE.

3. ACCESS TO PREMISES NS

SUBTENANT agrees not to obstruct the sidewalks, entry passages, or halls and will use the same only as a means of passage from its respective areas. SUBTENANT and its employees and invitees shall have the right, in common with other persons, to use driveways and parking areas located on the property provided that such use shall be subject to such reasonable rules and regulations as may from time to time be adopted by CITY.

4. PARKING NS

CITY designates, for use by SUBTENANT, ~~ten (20)~~ parking spaces marked "reserved for users of "P" building during the hours of 8:00 am to 5:00 pm Monday through Thursday" and twenty seven (27) parking

*1/29/98.
10 was a typo
should have been 14 spaces.
Furniture Safety P.
has changed
200*

spaces located directly behind "I" building, marked "reserved for staff between the hours of 4:00 pm to 10:00 pm Monday through Thursday". CITY may, at its discretion, reassign said spaces should parking lot area(s) be redesigned, spaces behind P building shall remain those located closest to the P building. Signage for said spaces shall be provided and maintained by SUBTENANT.

5. SIGNS (RL 27.4) NS

SUBTENANT agrees not to construct, maintain, or allow any sign to be placed upon the PREMISES except as may be approved in writing by CITY. Unapproved signs, banners, etc., may be removed by CITY. All signs to be placed upon the PREMISES, must conform to the Cubberley Master Sign Program.

CITY will consult with SUBTENANT, prior to installing any signs upon the portion of PREMISES subleased by SUBTENANT, or common areas which would directly influence SUBTENANT'S use of PREMISES in accordance with Clause III (Required and Optional Services and Uses).

6. PERMITS AND LICENSES (RL 27.5) S

SUBTENANT shall be required to obtain any and all permits and/or licenses which may be required in connection with the operation of, and any approved SUBTENANT construction upon, the PREMISES as set forth in this SUBLEASE.

7. MECHANICS LIENS (RL 27.6) S

SUBTENANT shall at all times indemnify and save CITY harmless from all claims for labor or materials supplied in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the PREMISES, and from the cost of defending against such claims, including attorney fees. SUBTENANT shall provide CITY with at least ten (10) days written notice prior to commencement of any work which could give rise to a mechanics lien or stop notice. CITY reserves the right to enter upon PREMISES for the purposes of posting Notices of Non-Responsibility.

EXHIBIT A

In the event a lien is imposed upon the PREMISES as a result of such construction, repair, alteration, or installation, SUBTENANT shall either:

- A. Record a valid Release of Lien; or
- B. Deposit sufficient cash with CITY to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or
- C. Procure and record a bond in accordance with Section 3143 of the Civil Code, which releases the PREMISES from the claim of the lien from any action brought to foreclose the lien.

Should SUBTENANT fail to accomplish one of the three optional actions within fifteen (15) days after the filing of such a lien, the SUBLEASE shall be in default and may be subject to immediate termination.

8. SUBLEASE ORGANIZATION AND RULES OF CONSTRUCTION (RL 27.7) S

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this agreement, refer to this agreement.

All the terms and provisions hereof shall be construed to effectuate the purposes set forth herein, and to sustain the validity hereof.

The titles and headings of the sections of this agreement have been inserted for convenience of reference only, are not to be considered a part hereof and shall not in any way modify or restrict any of the terms of provisions hereof or be considered or given any effect in construing this agreement or any provision hereof in ascertaining

intent, if any question of intent shall arise.

9. AMENDMENTS (RL 27.8) S

This SUBLEASE sets forth all of the agreements and understandings of the parties and any modifications must be written and properly executed by both parties.

10. UNLAWFUL USE (RL 27.9) S

SUBTENANT agrees that no improvements shall be erected, placed upon, operated, nor maintained within the PREMISES, nor any business conducted or carried on therein or therefrom, in violation of the terms of this SUBLEASE, or of any regulation, order of law, statute, or ordinance of a governmental agency having jurisdiction over SUBTENANT'S use of the PREMISES.

11. NONDISCRIMINATION (RL 27.10) S

SUBTENANT and its employees shall not discriminate against any person because of race, color, religion, ancestry, age, sex, national origin or physical handicap. SUBTENANT shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin or physical handicap. SUBTENANT covenants to meet all requirements of the Palo Alto Municipal Code pertaining to nondiscrimination in employment. If SUBTENANT is found in violation of the nondiscrimination provision of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the conduct of its activities under this SUBLEASE by the State of California Fair Employment Practices Commission or the equivalent federal agency or officer, it shall thereby be found in default under this SUBLEASE, and such default shall constitute a material breach of this SUBLEASE. CITY shall then have the power to cancel or suspend this SUBLEASE in whole or in part.

12. INSPECTION (RL 27.11) S

EXHIBIT A

CITY'S employees and agents shall have the right at all reasonable times to inspect the PREMISES to determine if the provisions of this SUBLEASE are being complied with.

13. HOLD HARMLESS (RL 27.12) NS

SUBTENANT hereby waives all claims, liability and recourse against CITY, including the right of contribution for loss or damage of or to persons or property arising from, growing out of or in any way connected with or related to this agreement. SUBTENANT hereby agrees to indemnify, hold harmless and defend CITY, its officers, agents, and employees against any and all claims, liability, demands, damages, cost, expenses or attorneys' fees arising out of the operation or maintenance of the property described herein or SUBTENANT'S performance or non performance of the terms of this SUBLEASE. SUBTENANT shall have the right to decide and determine whether and when any such action or proceeding shall be compromised, resisted, defended, tried or appealed.

CITY agrees to indemnify, hold harmless and defend SUBTENANT, its officers, agents and employees against any and all claims, liability demands, cost, expenses or attorneys' fees arising out of CITY'S performance or non performance of the terms of this SUBLEASE.

14. TAXES AND ASSESSMENTS (RL 27.13) NS

This SUBLEASE may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to the possessory interest tax) which become due and payable upon the PREMISES or upon fixtures, equipment, or other property installed or constructed thereon, shall be the full responsibility of SUBTENANT and SUBTENANT shall pay the taxes and assessments prior to delinquency. Should the County levy personal property taxes for the use of the PREMISES, the CITY shall notify SUBTENANT, if CITY is notified of such taxes, and SUBTENANT shall be responsible for filing the appropriate exemption certificate.

15. SUCCESSORS IN INTEREST (RL 27.14) S

Unless otherwise provided in this SUBLEASE, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of whom shall be jointly and severally liable hereunder.

16. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (FORCE MAJEURE)
(RL 27.15) S

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

17. PARTIAL INVALIDITY (RL 27.16) S

If any term, covenant, condition, or provision of this SUBLEASE is determined to be invalid, void, or unenforceable, by a court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

18. WAIVER OF RIGHTS (RL 27.17) S

The failure of CITY or SUBTENANT to insist upon strict performance of any of the terms, covenants, or conditions of this SUBLEASE shall not be deemed a waiver of any right or remedy that CITY or SUBTENANT may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the SUBLEASE thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the SUBLEASE.

19. COSTS OF SUSTAINING AN ACTION FOR BREACH OR DEFAULT (RL 27.18) NS

In the event either CITY or SUBTENANT commences legal action against the other claiming a breach or default of this SUBLEASE, the prevailing party in such litigation shall be entitled to recover from the other reasonable cost of sustaining such action, including reasonable attorney fees, as may be fixed by the Court.

20. RESERVATIONS TO CITY (RL 27.19) S

The PREMISES are accepted "as is" (as defined by the terms of paragraph IB) and "where is" by SUBTENANT subject to any and all existing easements, and encumbrances. CITY reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the applications and appurtenances necessary or convenient for connection therewith, in, over, upon, through, across and along the PREMISES or any part thereof, and to enter the PREMISES for any and all such purposes. CITY also reserves the right to grant franchises, easements, rights of way, and permits, in, over, upon, through, across, and along any and all portions of the PREMISES. No right reserved by CITY in this clause shall be so exercised as to interfere unreasonably with SUBTENANT'S operation hereunder.

CITY agrees that rights granted to third parties by reason of this clause shall contain provisions that the surface of the land shall be restored as nearly as practicable to the original condition upon the completion of any construction.

21. HOLDING OVER (RL 27.20) S

In the event SUBTENANT shall continue in possession of the PREMISES after the term of the SUBLEASE, such possession shall not be considered a renewal of this SUBLEASE but a tenancy from month to month and shall be governed by the conditions, and covenants contained in this SUBLEASE.

22. CONDITION OF PREMISES AT THE TIME OF SUBLEASE (NS)

At the commencement of the SUBLEASE, SUBLESSEE shall accept the buildings and improvements and any equipment in their existing condition and state of repair, and SUBLESSEE agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of CITY in respect thereto except as contained in the provisions of this sublease, and CITY shall in no event be liable for any latent defects.

23. CONDITION OF PREMISES UPON TERMINATION (RL 27.21) NS

Upon termination of this SUBLEASE, except as otherwise agreed to herein, SUBTENANT shall redeliver possession of the PREMISES to CITY in substantially the same condition that existed immediately prior to SUBTENANT'S occupancy, reasonable wear and tear, flood, earthquake, war, and any act of war excepted. Upon termination of this SUBLEASE, CITY may require SUBTENANT to remove interior structures/modifications constructed by SUBTENANT.

24. DISPOSITION OF ABANDONED PERSONAL PROPERTY (RL 27.22) S

If SUBTENANT abandons the PREMISES or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to SUBTENANT and left on the PREMISES forty-five (45) days after such abandonment or dispossession shall be deemed to have been transferred to CITY. CITY shall have the right to remove and to dispose of such property without liability therefor to SUBTENANT or to any person claiming under SUBTENANT, and shall have no need to account therefor.

25. CITY'S RIGHT TO RE-ENTER (RL 27.24) S

SUBTENANT agrees to yield and peaceably deliver possession of the PREMISES to CITY on the date of termination of this SUBLEASE, whatsoever the reason for such termination.

Upon giving written notice of termination to SUBTENANT, CITY shall have the right to re-enter and take possession of the PREMISES on the date such termination becomes effective without further notice of any kind and without institution of regular legal proceedings. Termination of the SUBLEASE and re-entry of the PREMISES by CITY

shall in no way alter or diminish any obligation of SUBTENANT under the SUBLEASE terms and shall constitute an acceptance or surrender.

SUBTENANT waives any and all rights of redemption under any existing or future law or statute in the event of eviction from or dispossession of the PREMISES for any reason or in the event CITY re-enters and lawfully re-takes possession of the PREMISES.

26. CONFLICT OF INTEREST (RL 27.25) S

SUBTENANT warrants and covenants that no official or employee of CITY nor any business entity in which any official or employee of CITY is interested: (1) has been employed or retained to solicit or aid in the procuring of this agreement; or (2) will be employed in the performance of this agreement without the divulgence of such fact to CITY. In the event that CITY determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of CITY, SUBTENANT upon request of CITY shall immediately terminate such employment. Violation of this provision constitutes a serious breach of this SUBLEASE and CITY may terminate this SUBLEASE as a result of such violation.

27. EMINENT DOMAIN (RL 27.26) S

In the event the whole or any part of the PREMISES are condemned by a public entity in the lawful exercise of its power of eminent domain, this SUBLEASE shall cease as to the part condemned. The date of such termination shall be the effective date of possession of the whole or part of the PREMISES by the condemning public entity.

If only a part is condemned and the condemnation of that part does not substantially impair the capacity of the remainder to be used for the purposes required by this SUBLEASE, SUBTENANT shall continue to be bound by the terms, covenants and conditions of this SUBLEASE. However, the then current minimum annual rent shall be reduced in proportion to the relationship that the compensation paid by the condemning public entity for the portion condemned bears to the value of the entire PREMISES as of the date of possession of the part condemned. If the condemnation of a part of the PREMISES

substantially impairs the capacity of the remainder to be used for the purposes required by this SUBLEASE, SUBTENANT may:

- A. Terminate this SUBLEASE and thereby be absolved of obligations under this SUBLEASE which have not accrued as of the date of possession by the condemning public entity; or
- B. Continue to occupy the remaining PREMISES and thereby continue to be bound by the terms, covenants and conditions of this SUBLEASE. If SUBTENANT elects to continue in possession of the remainder of the PREMISES, the then current annual minimum rental shall be reduced in proportion to the relationship that the compensation paid by the condemning public entity for the part condemned bears to the value of the entire SUBLEASED PREMISES as of the date of possession by the condemning public entity.

SUBTENANT shall provide CITY with written notice advising CITY of SUBTENANT'S choice within thirty (30) days of possession of the part condemned by the condemning public entity.

CITY shall be entitled to and shall receive all compensation related to the condemnation of all or part of the PREMISES by the exercise of eminent domain except that SUBTENANT shall be entitled to that portion of the compensation which represents the value of the SUBTENANT constructed improvements for the remainder of the SUBLEASE term. The amount to which SUBTENANT shall be entitled shall not exceed the actual cost of improvements constructed by SUBTENANT reduced in proportion to the relationship of the remaining SUBLEASE term to the original SUBLEASE term, using a straight line approach.

28. CHANGES IN PRICE INDICES (RL 27.27) S

Clauses contained in this SUBLEASE may provide for adjustment based on the Consumer Price Index, component indices, or other indices. Should these indices be changed, altered or cease to be published, the following conditions shall apply:

- A. If the subject index is changed so that the base year differs from that used as of the month in which the term commences, the subject index shall be converted in accordance with the conversion factor published by the publisher of that index;

EXHIBIT A

- B. If the subject index is discontinued or revised during the SUBLEASE term, such index shall be replaced by another government index or computation which will obtain substantially the same result as would be obtained if the subject index had not been discontinued or revised.

29. HAZARDOUS SUBSTANCES (RL 27.29) NS

- A. Definition. As used herein, the term "Hazardous Materials" means any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing risk of injury to health, safety, and property, including petroleum and petroleum products and all of those materials and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the California Water Quality Control Board, the U.S. Department of Labor, the California Department of Industrial Relations, the California Department of Health Services, the California Health and Welfare Agency in connection with the Safe Water and Toxic Enforcement Act of 1986, the U.S. Department of Transportation, the U.S. Department of Agriculture, the U.S. Consumer Product Safety Commission, the U.S. Department of Health and Human Services, the U.S. Food and Drug Administration or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment. Without limiting the generality of the foregoing, the term "Hazardous Materials" shall include all of those materials and substances defined as "toxic materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, as the same may be amended from time to time.
- B. SUBTENANT'S Use of PREMISES. During the term of this SUBLEASE, SUBTENANT shall abide and be bound by all of the following requirements:
 - i. SUBTENANT shall comply with all laws now or hereafter in effect relating to the use of Hazardous Materials on, under or about the PREMISES, and SUBTENANT shall not contaminate the PREMISES, or its subsurfaces, with any Hazardous Materials when such release or releases are caused by or result from SUBTENANT'S acts or omissions on the PREMISES.

- ii. SUBTENANT shall restrict its use of Hazardous Materials at the PREMISES to those kinds of materials that are normally used in constructing the Project. Disposal of any Hazardous Materials at the Premises are strictly prohibited. Storage of such permissible Hazardous Materials is allowed only in accordance with all applicable laws now or hereafter in effect. All safety and monitoring features of any storage facilities shall be approved by CITY'S Fire Chief in accordance with all laws.
- iii. SUBTENANT shall be solely and fully responsible for the reporting of all Hazardous Materials releases to the appropriate public agencies, when such releases are caused by or result from SUBTENANT'S activities on the PREMISES. SUBTENANT shall immediately inform CITY of any release of Hazardous Materials, whether or not the release is in quantities that would otherwise be reportable to a public agency.
- iv. SUBTENANT shall be solely and fully responsible and liable for such releases at the Premises, or into CITY'S sewage or storm drainage systems. SUBTENANT shall take all necessary precautions to prevent any of its Hazardous Materials from entering into any storm or sewage drain system or from being released on the Premises. SUBTENANT shall remove releases of its Hazardous Materials in accordance with all laws. In addition to all other rights and remedies of CITY hereunder, if the release of Hazardous Materials caused by SUBTENANT is not removed by SUBTENANT within ninety (90) days after discovery by SUBTENANT, CITY or any other third party, CITY may pay to have the same removed and SUBTENANT shall reimburse CITY for such costs within five (5) days of CITY'S demand for payment.
- v. SUBTENANT shall protect, defend, indemnify and hold harmless CITY from and against all loss, damage, or liability (including all foreseeable and unforeseeable consequential damages) and expenses (including, without limitation, the cost of any cleanup and remediation of Hazardous Materials) which CITY may sustain as a result of the presence or cleanup of Hazardous Materials on the

PREMISES, that result from SUBTENANT's use or release of Hazardous Materials.

- vi. SUBTENANT'S obligation under this Clause shall survive the expiration or earlier termination of this SUBLEASE.

30. ALL COVENANTS ARE CONDITIONS (RL 27.30) S

All provisions of the SUBLEASE are expressly made conditions.

31. PARTIES OF INTEREST (RL 27.31) S

Nothing in this agreement, expressed or implied, is intended to, or shall be construed to, confer upon or to give to any person or party other than CITY and SUBTENANT the covenants, condition or stipulations hereof. All covenants, stipulations, promises and agreements in this SUBLEASE shall be for the sole and exclusive benefit of CITY and SUBTENANT.

32. RECORDATION OF SUBLEASE (RL 27.32) S

Neither CITY nor SUBTENANT shall record this SUBLEASE; however, a short-form memorandum of SUBLEASE may be recorded at CITY'S request.

FOOTHILL COLLEGE LEASED SPACE

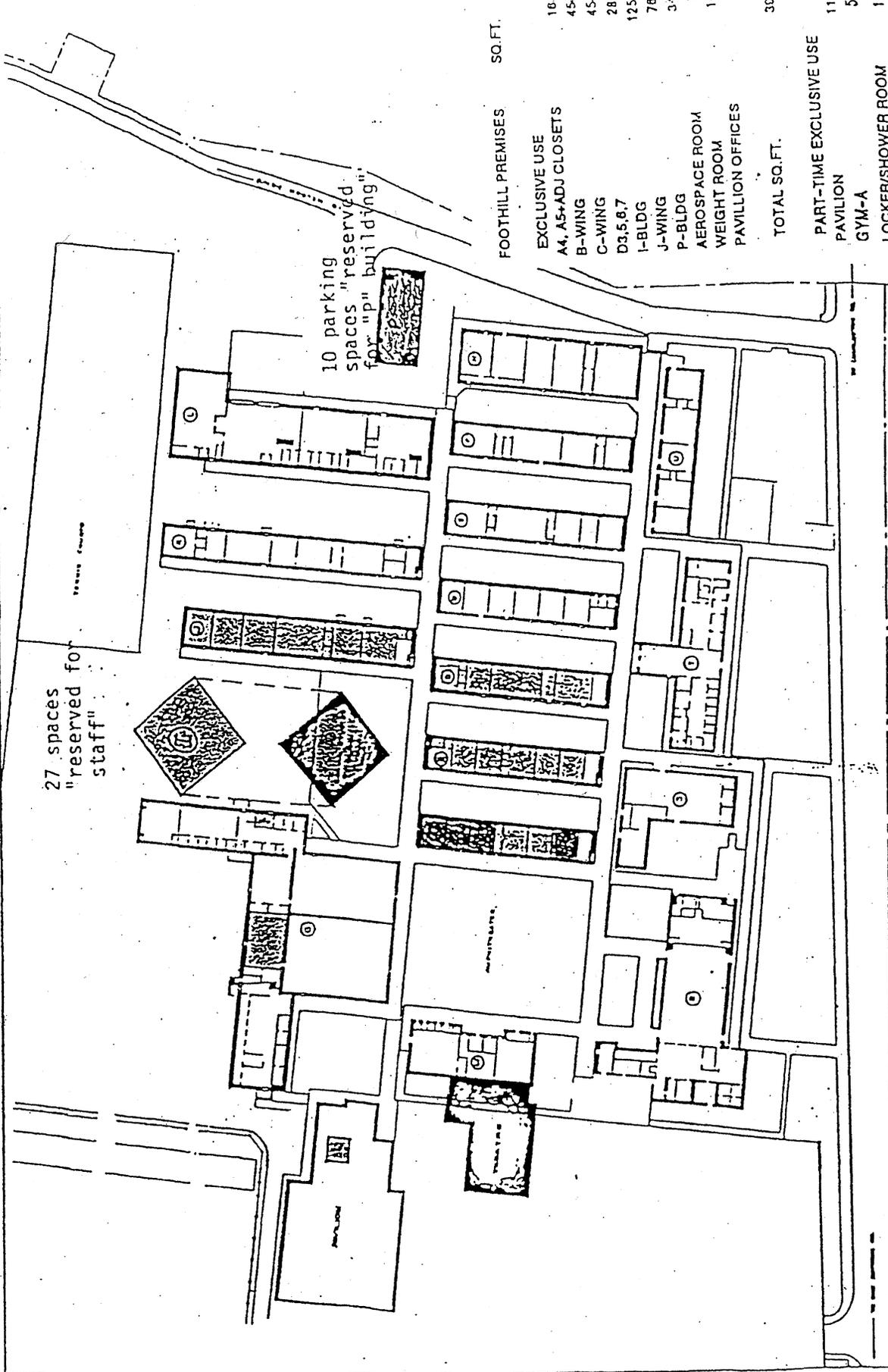


EXHIBIT B

EXHIBIT C

CITY shall provide the following janitorial service to the PREMISES:

Daily

- a) Empty and clean all trash containers, dispose of trash and replenish liners, as needed.
- b) Clean blackboards, trays, chairs and table tops.
- c) Clean and maintain restrooms in a sanitary and odor-free condition; including all floors, mirrors, sinks, toilet bowls and urinals.
- d) Furnish and replenish all restroom supplies.
- e) Straighten up tables and chairs in classrooms.
- f) Sweep or dust mop all hard surface floors including stairways and halls.
- g) Vacuum all carpets.
- h) Remove finger marks and smudges from all glass entrance doors, mirrors, walls and doors.
- i) Specifically check, and if needed, dust tops of counters, and furniture (which is free of interfering objects).
- j) Secure all windows and doors; and turn off lights (weekdays only).
- k) Sweep exterior walkways.
- l) Remove graffiti as soon as possible, upon discovery.

Weekly

- a) Mop hard surface floor areas as needed.
- b) Dust for cobwebs, window sills and blinds.

Once per year

- a) Strip and wax floors.
- b) Wash windows inside and out.
- c) Shampoo carpets.

112

**AMENDMENT NO. 1
TO SUBLEASE BETWEEN CITY OF PALO ALTO
AND FOOTHILL-DEANZA COMMUNITY COLLEGE DISTRICT**

This Amendment No. 1 Between the City of Palo Alto and Foothill-DeAnza Community College District (hereinafter referred to as the "Sublease"), is made and entered into this 2nd day of AUGUST, 1999, by and between the CITY OF PALO ALTO, a California municipal corporation of the State of California, hereinafter referred to as "CITY," and FOOTHILL-DEANZA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "SUBTENANT."

RECITALS

WHEREAS, Sections V and VI of the Sublease require a monthly rent of \$54,908, subject to automatic annual adjustments in proportion to changes in the Consumer Price Index; and

WHEREAS, Section X of the Sublease requires CITY to be responsible for, among other items, roof repair, exterior painting and painting of interior ceiling tiles (when the result of a leaking roof) of the subleased facility located at 4000 Middlefield Road, Palo Alto; and

WHEREAS, CITY and SUBTENANT agree that the exterior buildings and some interior ceilings (as the result of leaking roofs which have now been repaired) are in serious need of paint and that CITY, due to the priority of other projects, does not have the resources to complete the painting in a timely fashion; and

WHEREAS, CITY and SUBTENANT agree it is appropriate that SUBTENANT complete the required painting, the documented cost of which would be credited against SUBTENANT's required monthly rent.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

SECTION 1. Section V of the sublease is hereby amended to read as follows:

"V. CONSIDERATION RENT (RL 7.0) NS

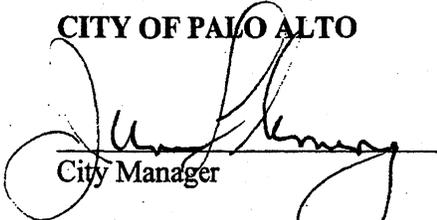
As consideration for SUBTENANT'S use of the PREMISES in accordance with the terms and conditions of this SUBLEASE, SUBTENANT agrees to pay to CITY forty-four thousand five hundred thirty-four dollars (\$44,534.00/mo) per month for all exclusive use space and ten thousand three hundred and seventy-four dollars (\$10,374.00/mo) per month for all part-time exclusive use space, for a total of fifty-four thousand nine hundred and eight dollars (\$54,908.00/mo) per month due and payable in accordance with Clause VIII (RENT PAYMENT PROCEDURE).

CITY agrees to allow SUBTENANT a one-time credit up to a maximum of \$128,000 against the required monthly rent for the cost of painting the building exterior and interior ceiling tiles damaged due to a leaking roof. SUBTENANT agrees to use a licensed painting contractor and to use the color scheme approved by CITY's Architectural Review Board. CITY agrees to apply the rent credit following completion of the painting and upon receipt by the Real Property Manager of appropriate documentation of actual painting costs. The work shall be completed and this credit shall expire and be of no further effect after August 31, 2000."

SECTION 2. Except as herein modified, all other provisions of and exhibits to the Option shall remain in full force and effect.

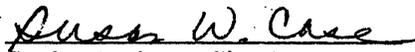
IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

CITY OF PALO ALTO



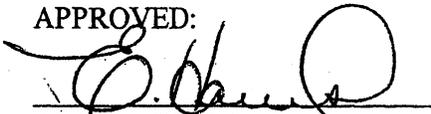
City Manager

APPROVED AS TO FORM:



Susan W. Case
Senior Assistant City Attorney

APPROVED:



Assistant City Manager



Director of Administrative Services

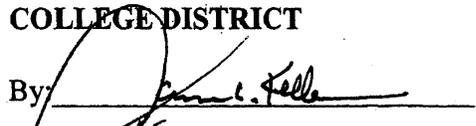


Director of Public Works



Manager, Real Property

FOOTHILL-DEANZA COMMUNITY COLLEGE DISTRICT

By: 

Its: VICE CHANCELLOR

**AMENDMENT NO. 2
TO SUBLEASE BETWEEN CITY OF PALO ALTO AND
FOOTHILL DEANZA COMMUNITY COLLEGE DISTRICT**

This Amendment No. 2 to the Sublease dated July 1, 1997, between the City of Palo Alto and Foothill-DeAnza Community College District (hereinafter referred to as the "Sublease"), is made and entered into this 1st day of July 2002, by and between the City of Palo Alto, a California municipal corporation of the State of California herein referred to as "CITY", and Foothill Deanza Community College District, hereinafter referred to as "SUBTENANT".

RECITALS

WHEREAS, the Sublease was a five (5) year term which is due to terminate on June 30, 2002;

WHEREAS, the Sublease was amended (Amendment No. 1), by the CITY and SUBTENANT on August 2, 1999, for the agreement that Subtenant complete required painting, the documented cost of which would be credited against Subtenant's required monthly rent;

WHEREAS, the parties now desire to amend the Sublease to provide for an extension of the Sublease term and for conditions of termination;

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

SECTION I. Section IV of the Sublease is hereby amended to read as follows:

"IV. TERM (RL 7.0) NS

The term of this SUBLEASE shall be five (5) years, commencing July 1, 2002 and terminating on June 30, 2007. SUBTENANT may terminate this SUBLEASE, upon one hundred twenty (120) days prior written notice, and upon agreement and acceptance by CITY. CITY shall not withhold acceptance without reasonable cause.

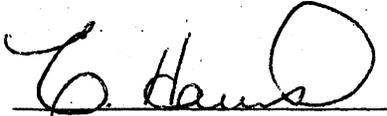
CITY may terminate this SUBLEASE, upon twenty two (22) months prior written notice, and upon twenty four (24) months written notice to City from the Palo Alto Unified School District of termination or partial termination of the Lease and Covenant Not to Develop (Lease), dated September 1, 1989, as amended by and between the Palo Alto Unified School District "DISTRICT" and the CITY.

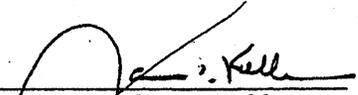
JN2. Except as herein modified, all other provisions of and exhibits to the Sublease shall remain in full force and effect.

WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

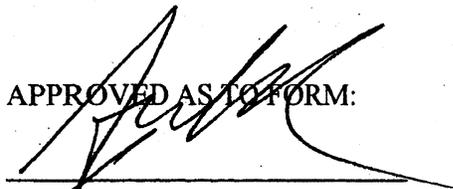
CITY

SUBTENANT
FOOTHILL DEANZA COMMUNITY
COLLEGE DISTRICT


Assistant City Manager


BY: James Keller
Its: Vice Chancellor of Business Services

APPROVED AS TO FORM:


Senior Asst. City Attorney

**AMENDMENT NO. 3
TO SUBLEASE BETWEEN CITY OF PALO ALTO AND
FOOTHILL DEANZA COMMUNITY COLLEGE DISTRICT**

This Amendment No. 3 to the Sublease dated July 1, 1997, between the City of Palo Alto and Foothill-DeAnza Community College District (hereinafter referred to as the "Sublease"), is made and entered into this 6th day of JANUARY, 2003, by and between the City of Palo Alto, a California municipal corporation of the State of California herein referred to as "CITY", and Foothill-DeAnza Community College District, hereinafter referred to as "SUBTENANT".

RECITALS

WHEREAS, the Sublease was a five (5) year term which was due to terminate on June 30, 2002;

WHEREAS, the Sublease was amended (Amendment No. 1), by the CITY and SUBTENANT on August 2, 1999, for the agreement that Subtenant complete required painting, the documented cost of which would be credited against Subtenant's required monthly rent;

WHEREAS, the Sublease was amended (Amendment No. 2), by the CITY and SUBTENANT on July 1, 2002, to provide for an additional five (5) year term which is due to terminate on June 30, 2007, and for conditions of termination;

WHEREAS, the parties now desire to amend the Sublease to reduce the exclusive leased premises from the current 39,675 square feet to 38,985 square feet, and to reduce the monthly rent accordingly.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

SECTION I. Effective September 1, 2002, the following clauses shall be amended to read as follows:

"I. PREMISES (RL 3.0) S

Subject to the terms and conditions set forth in this agreement, CITY SUBLEASES to SUBTENANT that certain property (PREMISES) described and shown in "EXHIBIT B". EXHIBIT B is attached to, and by this reference, made a part of this SUBLEASE. Approximately 38,985 square feet, identified as buildings B, C, I, J, P, classrooms A4, A5, D5, D6, D7 & and the Pavilion Offices, Weight Room and Aerospace Room. Additionally, SUBTENANT shall be provided part-time exclusive use of approximately 18,485 square feet,

identified as GYM-A from 5:00 PM to 10:00 PM, Monday through Thursday of each week and exclusive use of Pavilion 24 hours per day, Monday through Thursday of each week. The GYM-A and Pavilion locker/shower rooms shall be accessible during the hours of exclusive use as well as up-to 2:00 PM on Fridays. SUBTENANT accepts the PREMISES "as-is" on the date of this SUBLEASE subject to the provisions of paragraph XI of this agreement.

SUBTENANT or CITY, upon 120 day prior written notice to either party, and upon mutual agreement and acceptance, may amend the PREMISES' description. CITY reserves the right to rent the aforementioned PREMISES to other groups outside the days and times not granted to SUBTENANT.

"V. CONSIDERATION RENT (RL 7.0) NS

As consideration for SUBTENANT'S use of the PREMISES in accordance with the terms and conditions of the SUBLEASE, SUBTENANT agrees to pay to CITY fifty three thousand three hundred forty-one dollars (\$53,341.00/mo) per month for all exclusive use space and twelve thousand six hundred thirty-three dollars (\$12,633.00 /mo) per month for all part-time exclusive use space, for a total of sixty five thousand nine hundred seventy-four dollars (\$65,974.00/mo) per month due and payable in accordance with Clause VIII (RENT PAYMENT PROCEDURE).

SECTION 2. Except as herein modified, all other provisions of and exhibits to the Sublease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

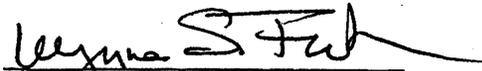
CITY


Assistant City Manager

SUBTENANT
FOOTHILL- DEANZA COMMUNITY
COLLEGE DISTRICT


BY:
Its: Acting Vice Chancellor,
Business Services

APPROVED AS TO FORM:


Senior Asst. City Attorney

CCAC Guiding Principles & CMR
City Council meeting: May 14, 2012



City of Palo Alto

City Council Staff Report

(ID # 2861)

Report Type: Consent Calendar

Meeting Date: 5/14/2012

Summary Title: Cubberley Guiding Principles

Title: Council Approval of Guiding Principles for the Cubberley Policy Advisory Committee and the City Manager and Superintendent Community Advisory Committee

From: City Manager

Lead Department: City Manager

Recommendation

Staff recommends that the City Council approve the Guiding Principles for the Cubberley Policy Advisory Committee and the Community Advisory Committee (CAC) appointed by the City Manager and PAUSD Superintendent.

Background and Discussion

On May 8, 2012, the Palo Alto Unified School District (PAUSD) approved the draft Guiding Principles without amendments. As Council is aware, the draft Guiding Principles were revised and forwarded by Council to the Policy Advisory Committee (PAC) composed of Council Members Yeh, Shepherd and Klein; and Board Members Mitchell and Townsend. The PAC met on April 20, 2012 and prepared the draft presented to the PAUSD School Board. The draft is now before the Council for final approval and is as Attachment A.

The PAUSD School Board also suggested an additional member of the CAC in the "Other Community Members" category. **Brian Carilli was suggested** to the City Manager and Superintendent and has been added to the draft CAC list.

Timeline

Once Council approves the final Guiding Principles and all suggestions for the CAC members have been made, Staff will poll the CAC for a convenient meeting time the 3rd or 4th week of May.

Attachments:

- Attachment A: Final Draft Cubberley PAC Guiding Principals (DOC)
- Attachment B: PAUSD Board Packet 5.8.12 Action Item 9 (PDF)

Prepared By: Steve Emslie, Deputy City Manager

Department Head: James Keene, City Manager

City Manager Approval:


James Keene, City Manager

Attachment A

Cubberley Policy Advisory Committee City Manager and PAUSD Superintendent Community Advisory Committee

Guiding Principles

Approved by the Board of Education Agenda May 8, 2012

Draft for the Palo Alto City Council May 14, 2012

The Cubberley Policy Advisory Committee (PAC) consists of two Palo Alto Unified School District (PAUSD) Board members appointed by the School Board President and three City Council members appointed by the Mayor. The PAC shall be the primary advisor to the Council and the School Board on issues related to the lease and possible re-use or joint use of the Cubberley campus.

The Cubberley Community Advisory Committee (CAC) is jointly appointed by the City Manager and Superintendent, and shall represent a cross section of Cubberley, neighborhoods, schools and citywide representatives. The CAC shall review Cubberley background and history and provide the PAC with community input including but not limited to possible re-use scenarios, alternative lease arrangements, site plan configurations, possible funding plans, identification of joint use opportunities and compatible standards.

1. The City and PAUSD recognize that our citizens have substantial investments, both emotional and financial in the Cubberley Campus, and shall work to reach decisions for the benefit of our entire community.
2. The Committees shall maintain open and transparent processes at all times, and members of the public shall be invited to all meetings. The CAC shall complete a final report. PAC and CAC meetings shall be audio-recorded with minutes completed for the PAC, and notes completed for the CAC. (Costs of minutes shall be cost-shared by the City and PAUSD).
3. Documents, architectural drawings and other written communication provided to the Committees shall be made available to the general public as soon as possible.
4. The City and PAUSD recognize that Cubberley is a major cultural, educational, recreational and non-profit resource, very important to the community's health and vitality.
5. Acknowledging that each entity has different regulations and governing legislation, the City and PAUSD shall seek to work cooperatively to explore all practical joint-uses of the Cubberley campus for both educational and community services.
6. The City and PAUSD have ownership interests in portions of the campus: PAUSD owns 27 acres and the City owns 8 acres. The parties may consider relocation of

Attachment A

their ownership interests within the site to facilitate optimal site layout and efficiency.

7. The City Manager and PAUSD Superintendent shall jointly prepare a project budget for 2012/13, with costs shared equally between the City and PAUSD.
8. While the Policy Advisory Committee planning shall occur as cooperatively as possible, the City Council representatives and the PAUSD Board Members shall retain independent recommending authority should consensus not be reached.
9. Maintaining the quality of PAUSD schools is a significant community value, and planning for a growing population is essential to maintaining educational excellence and the overall health and well-being of our community.
10. Cubberley programs enrich the community and criteria shall be developed to prioritize and/or retain existing uses as well as assess prospective new uses.
11. The City and PAUSD recognize that joint-use could result in stronger educational and cultural programs provided more efficiently.
12. The City Council and PAUSD representatives on the Policy Advisory Committee shall report, not less often than every other month, to their respective bodies on Cubberley planning activities.
13. The City and PAUSD shall work to continue community access to Cubberley to the extent possible. Recreation facilities provided at the Cubberley campus produce important services benefitting the community at large.
14. The residential neighborhoods surrounding Cubberley shall be considered in determining the compatibility of possible changes on the Cubberley campus.
15. Transportation issues and access to and within Cubberley shall be considered in determining possible options including improved bicycle and pedestrian facilities.
16. All recommendations shall be mindful of the dynamic short-, mid-, and long-term forces impacting the PAUSD and City.

Attachment B

BOARD OF EDUCATION Attachment: Action 9

PALO ALTO UNIFIED SCHOOL DISTRICT Date: 05.08.12

TO: Board of Education

FROM: Kevin Skelly, Superintendent of Schools

SUBJECT: Cubberley Community Advisory Committee Composition and Cubberley Policy Advisory Committee Guiding Principles

STRATEGIC PLAN INITIATIVE

Governance and Communication

BACKGROUND

A process for discussing the Cubberley site began in November of 2011. The plan is to achieve consensus on a vision for the future of the Cubberley site one year prior to the City's current lease expiration in December 2014. The process involves forming three groups: a Technical Advisory Committee (TAC) made up of executive staff from PAUSD and the City; a Community Advisory Committee (CAC) to be appointed by the City Manager (with recommendations from the School Superintendent); and a Policy Advisory Committee (PAC) composed of three City Council members (Yeh, Shepherd and Klein) and two PAUSD members (Mitchell and Townsend).

Note: At the last meeting, conceptual site plans were presented and discussed. This part of the item from the last meeting has been removed.

COMMUNITY ADVISORY COMMITTEE (CAC)

The CAC is intended to represent a cross section of Cubberley, neighborhoods, schools and city-wide representatives. The members are appointed by the City Manager, with input by the Superintendent of Schools. They will provide the PAC with community input. A listing of the proposed membership as of May 3, 2012 is attached. The Board is asked to approve this list for consideration by City Council on May 14, 2012.

GUIDING PRINCIPLES

A draft set of Guiding Principles (GPs) for use by the PAC and CAC has been developed. The GPs are intended to reflect community values of transparency ensuring that the public is invited to meetings and offered opportunities to interact with both groups. In addition, the Guiding Principles set up very broad objectives to clarify that the process is intended to be collaboration between the City and the School district, emphasizing joint use of the facilities where possible. A discussion regarding these GPs took place at the PAC meeting on Friday, April 20, 2012 and the PAUSD Board meeting on April 24, 2012. Staff has provided an updated version of the Guiding Principles based on Board input and recommends approval. These Guiding Principles are scheduled for consideration by the City Council at its May 14, 2012 meeting.

PROCESS AND TIMELINE

The City's Cubberley lease expires in December 2014. At that time, the lease may be extended an additional 5 years upon mutual consent of the City and the District. The City's schedule assumes providing

the District notice of its intentions regarding renewal of the lease at the end of 2013 to provide the District with one year's notice prior to the lease expiration. The first meeting of the CAC was anticipated to be in early May and there will be approximately 12 months of meetings. As mentioned, the PAC had their first meeting on Friday, April 20.

As discussed above, the CAC and PAC are scheduled to meet over the course of 2012 concluding their recommendations in 2013. This timeline allows the Council to engage in lease negotiations with the School District two years prior to the expiration of the lease in 2014. The timeline anticipates a decision on the lease by the end of 2013, providing a one-year notice period if either party decides to not exercise the 5 year option to extend the lease.

RECOMMENDATION

The Guiding Principles and Citizen's Advisory Committee composition, as attached, are recommended for approval.

Cubberley Policy Advisory Committee
City Manager and PAUSD Superintendent Community Advisory Committee

Guiding Principles
Draft for Board of Education Agenda May 8, 2012

The Cubberley Policy Advisory Committee (PAC) consists of two Palo Alto Unified School District (PAUSD) Board members appointed by the School Board President and three City Council members appointed by the Mayor. The PAC shall be the primary advisor to the Council and the School Board on issues related to the lease and possible re-use or joint use of the Cubberley campus.

The Cubberley Community Advisory Committee (CAC) is jointly appointed by the City Manager and Superintendent, and shall represent a cross section of Cubberley, neighborhoods, schools and citywide representatives. The CAC shall review Cubberley background and history and provide the PAC with community input including but not limited to possible re-use scenarios, alternative lease arrangements, site plan configurations, possible funding plans, identification of joint use opportunities and compatible standards.

1. The City and PAUSD recognize that our citizens have substantial investments, both emotional and financial in the Cubberley Campus, and shall work to reach decisions for the benefit of our entire community.
2. The Committees shall maintain open and transparent processes at all times, and members of the public shall be invited to all meetings. The CAC shall complete a final report. PAC and CAC meetings shall be audio-recorded with minutes completed for the PAC, and notes completed for the CAC. (Costs of minutes shall be cost-shared by the City and PAUSD).
3. Documents, architectural drawings and other written communication provided to the Committees shall be made available to the general public as soon as possible.
4. The City and PAUSD recognize that Cubberley is a major cultural, educational, recreational and non-profit resource, very important to the community's health and vitality.
5. Acknowledging that each entity has different regulations and governing legislation, the City and PAUSD shall seek to work cooperatively to explore all practical joint-uses of the Cubberley campus for both educational and community services.
6. The City and PAUSD have ownership interests in portions of the campus: PAUSD owns 27 acres and the City owns 8 acres. The parties may consider relocation of

their ownership interests within the site to facilitate optimal site layout and efficiency.

7. The City Manager and PAUSD Superintendent shall jointly prepare a project budget for 2012/13, with costs shared equally between the City and PAUSD.
8. While the Policy Advisory Committee planning shall occur as cooperatively as possible, the City Council representatives and the PAUSD Board Members shall retain independent recommending authority should consensus not be reached.
9. Maintaining the quality of PAUSD schools is a significant community value, and planning for a growing population is essential to maintaining educational excellence and the overall health and well-being of our community.
10. Cubberley programs enrich the community and criteria shall be developed to prioritize and/or retain existing uses as well as assess prospective new uses.
11. The City and PAUSD recognize that joint-use could result in stronger educational and cultural programs provided more efficiently.
12. The City Council and PAUSD representatives on the Policy Advisory Committee shall report, not less often than every other month, to their respective bodies on Cubberley planning activities.
13. The City and PAUSD shall work to continue community access to Cubberley to the extent possible. Recreation facilities provided at the Cubberley campus produce important services benefitting the community at large.
14. The residential neighborhoods surrounding Cubberley shall be considered in determining the compatibility of possible changes on the Cubberley campus.
15. Transportation issues and access to and within Cubberley shall be considered in determining possible options including improved bicycle and pedestrian facilities.
16. All recommendations shall be mindful of the dynamic short-, mid-, and long-term forces impacting the PAUSD and City.

Cubberley Community Advisory Panel

Group	First Name	Last Name
Neighborhoods		
Fair Meadow	Tom	Vician
Walnut Grove	Tom	Crystal
Green Meadow	Lanie	Wheeler
Greendell	Michael	Bein
Charleston Gardens	Jean	Wilcox
Midtown	Sheri	Furman
PAN	Ken	Allen
Commercial Retail		
Charleston Plaza Tenant		
Village Properties	Damian	Cono
PTA's		
Fairmeadow Elementary	Claire	Kirner
JLS Middle School	John	Markevitch
Gunn High School	Tracy	Stevens
Palo Alto High School	Susan	Bailey
Cubberley Tenants		
Child Care	Rachel	Samoff
Artist	Lessa	Bouchard
Non Profit -Cardiac Therapy	Jerry	August
FOPAL	Jim	Schmidt
Community/Arts & Services	Susie	Thom
Park and Rec Commission		
PT&C	Greg	Tanaka
Other Community Members		
	Diane	Reklis
	Mandy	Lowell
	Brian	Carilli
Acterra	Michael	Closson
PABAC	William	Robinson
City School Traffic Safety	Penny	Ellson
Recreation and Sports League		
Soft Ball	Mike	Cobb

Record of Meetings

CCAC Meeting Schedule & History (Updated 3/8/2013)

<u>Meeting Group</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Full Committee	June 20, 2012	6:00-8:00pm	Cubberley (Room G-4)
Co-Chairs	June 25, 2012	1:30-2:30pm	City Hall (7th Floor Conf. Room)
Full Committee	June 27, 2012	6:00-8:00pm	Cubberley (Room H-1)
Co-Chairs	July 9, 2012	1:30-2:30pm	Mike Cobb's Office
Full Committee	July 11, 2012	6:00-8:00pm	Cubberley (Room H-1)
Co-Chairs	July 23, 2012	3:00-4:00pm	Mike Cobb's Office
Full Committee	July 25, 2012	6:00-8:00pm	Cubberley (Room H-1)
Co-Chairs & Subcommittee Chairs	August 6, 2012	3:00-4:00pm	Mike Cobb's Office
Full Committee	August 8, 2012	6:00-8:00pm	Cubberley (Room H-1)
Co-Chairs & Subcommittee Chairs	August 20, 2012	3:00-4:00pm	Mike Cobb's Office
Full Committee	August 22, 2012	6:00-8:00pm	Cubberley (Room H-1)
Tour of Cubberley	August 28, 2012	2:00pm	Cubberley (Room D-1)
Co-Chairs & Subcommittee Chairs	August 29, 2012	4:30-5:30pm	Mike Cobb's Office
Co-Chairs & Subcommittee Chairs	September 4, 2012	3:00-4:00pm	Mike Cobb's Office
Full Committee	September 5, 2012	5:30-7:30pm	Cubberley (Room H-1)
Co-Chairs & Subcommittee Chairs	September 17, 2012	3:00-4:00pm	Mike Cobb's Office
Full Committee	September 19, 2012	5:30-7:30pm	Cubberley (Theater)
Co-Chairs & Subcommittee Chairs	October 1, 2012	3:00-4:00pm	Mike Cobb's Office
Full Committee	October 3, 2012	5:30-7:30pm	Cubberley (Room H-1)
Co-Chairs & Subcommittee Chairs	October 15, 2012	3:00-4:00pm	Mike Cobb's Office
Full Committee	October 17, 2012	5:30-7:30pm	Cubberley (Theater)
Co-Chairs & Subcommittee Chairs	October 29, 2012	3:00-4:00pm	Mike Cobb's Office
Full Committee	October 30, 2012	5:30-7:30pm	Cubberley (Room H-1)
Community Forum	November 8, 2012	7:30-9:30pm	Cubberley (Theater)
Co-Chairs & Subcommittee Chairs	November 13, 2012	3:00-4:00pm	Mike Cobb's Office
Full Committee	November 14, 2012	5:30-7:30pm	Cubberley (Room H-1)
Co-Chairs & Subcommittee Chairs	November 26, 2012	3:00-4:00pm	Mike Cobb's Office
Full Committee	November 28, 2012	5:30-7:30pm	Cubberley (Room H-1)
Co-Chairs & Subcommittee Chairs	December 10, 2012	3:00-4:00pm	Mike Cobb's Office
Full Committee	December 12, 2012	5:30-7:30pm	Stanford (Y2E2 Bldg, Room 300)
Co-Chairs & Subcommittee Chairs	December 17, 2012	3:00-4:00pm	Mike Cobb's Office
Full Committee	December 19, 2012	5:30-7:30pm	Cubberley (Room H-1)
Co-Chairs & Subcommittee Chairs	January 7, 2013	3:00-4:00pm	Mike Cobb's Office
Full Committee	January 9, 2013	5:30-7:30pm	Cubberley (Room H-1)
Co-Chairs & Subcommittee Chairs	January 14, 2013	3:00-4:00pm	Mike Cobb's Office
Full Committee	January 16, 2013	5:30-7:30pm	Cubberley (Theater)
Co-Chairs & Subcommittee Chairs	January 21, 2013	3:00-4:00pm	Mike Cobb's Office
Community Forum # 2	January 24, 2013	7:30-9:30pm	Cubberley (Theater)
Co-Chairs & Subcommittee Chairs	January 28, 2013	3:00-4:00pm	Mike Cobb's Office
Full Committee	January 30, 2013	5:30-7:30pm	Cubberley (Theater)
Co-Chairs & Subcommittee Chairs	February 11, 2013	3:00-4:00pm	Mike Cobb's Office
Full Committee	February 13, 2013	5:30-7:30pm	Cubberley (Room H-1)
Full Committee	February 20, 2013	5:30-7:30pm	Cubberley (Theater)
Co-Chairs & Subcommittee Chairs	February 25, 2013	3:00-4:00pm	Mike Cobb's Office
Full Committee	February 28, 2013	5:30pm	Cubberley (Theater)
Final Report Presentation	March 14, 2013	7:00pm	Cubberley (Theater)

Key

Full Committee Meetings

Co-Chair Meetings

Co-Chair & Subcommittee Chair Meetings

Study Sessions, Council Presentations, Retreats, and Tours

Cubberley Community Advisory Committee Report



Volume 4 Appendices



35 acres.
The last large piece of publicly owned land in Palo Alto.
What will its future be?



CUBBERLEY
COMMUNITY CENTER

VOLUME 4

Appendices — Contents

CCAC Minutes

Cubberley Master Plan

Cubberley Site Option Maps

Meeting No. 4, 7/11/2012

City of Palo Alto Financial Outlook Presentation

Meeting No. 6, 8/8/2012

PAUSD Financial Outlook Presentation

Meeting No. 6, 8/8/2012

City of Palo Alto Capital Budget Presentation

Meeting No. 7, 8/22/2012

PAUSD Interests in Cubberley Presentation

Meeting No. 7, 8/22/2012

PAUSD Capital Budget Presentation

Meeting No. 7, 8/22/2012

CCAC Problem Statement Matrix

CCAC Forum No. 1, 11/8/2012

CCAC Briefing Book

11/21/2012

Cubberley Tenant and Long-Term Renters Survey Presentation

Meeting No. 14, 11/28/2012

PAUSD Minutes

6/28/2011

PAUSD Minutes

9/4/2012

CCAC Forum #2 Power Point Presentations

1/24/2013

Minority Report

Bern Beecham, Mandy Lowell

CCAC Minutes

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 1

June 13, 2012

Room G-4

(See attached map-G referred to as GAR)

6:00 PM

1. Welcome
2. Self-introductions (1-2 minutes each)
3. Cubberley History and Background
 - Steve Emslie of the City of Palo Alto gave a background information presentation on Cubberley including its history and past and present financial information
 - Emslie noted that a wide variety of groups currently occupy the facility including educational, cultural, early-childhood, artistic, health & wellness, and non-profit groups
 - Emslie noted the City of Palo Alto pays approximately \$7.3M per year to PAUSD in both rent and for their Covenant Not to Develop. The City in turn receives approximately \$2.5M per year in rental income from the various groups that occupy the facility. Expenses to operate the facility for the City total approximately \$2.2M per year.
 - The Utility User's Tax which was passed to aid schools in 1987 after several school sites had been closed and sold, currently brings about \$10 million to the City.
 - Bob Golton of the PAUSD described PAUSD's increasing enrollment and how the school population has grown 2% for nearly every year in the past 20 years
4. Overview of Mission and Guiding Principles
 - Emslie explained the background on how the Cubberley Community Advisory Committee (CCAC) was formed and its relationship to the Cubberley Policy Advisory Committee (CPAC), a five member panel made-up of Palo Alto School Board and City Council members.
 - Emslie told the CCAC members that they were to operate under the constraints outlined in the Cubberley Guiding Principles document, drafted by the CPAC, but that the document leaves them a high degree of latitude
 - Golton thanked everyone for participating and said the two priorities for PAUSD are (1) the continuation of the revenue stream from the Lease and Covenant; and (2) the provision for sites to accommodate the increasing PAUSD enrollment

5. Staff support

- Emslie introduced the staff who would be working on the project and let the group know they are a resource for assisting them in their decision making
- Emslie also noted that with such a large group staff would first focus on responding to requests of the majority of the group before responding to individual requests

6. Discussion of Meeting Logistics

- Co-Chairs and Emslie facilitated a discussion of questions, requests, and thoughts that the group had on meeting logistics/next steps
- CCAC Questions/Requests:
 - Meetings should focus more on Q & A than staff presentations, thus, meeting packets should be out up to a week in advance so members can prepare on their own time (CMO)
 - Provide information on PAUSD enrolment projections and what schools will be needed in the future (PAUSD)
 - Provide “who, what, where, when, why, how” information on the different groups that use Cubberley (CSD)
 - Provide “who, what, where, when, why, how” information on all PAUSD shared facilities (PAUSD/CSD)
 - Provide walking tours of Cubberley (and other relevant sites) for CCAC members who would like to better orient themselves with the facility (CMO)
 - Provide a high-level presentation on City and PAUSD issues and questions regarding a lease extension (i.e. Why is the lease not being renewed without question) (CMO)
 - Provide information on other facilities in Palo Alto that provide similar services to Cubberley? (PAUSD/City)
 - Provide information on who the hourly renters of Cubberley are (CSD)
 - Provide hard copies of the Cubberley scenario maps (CMO)
 - Provide copies of the Cubberley Guiding Principles document (CMO)
 - Provide as much information as possible on the website regarding other similar community centers (CMO)
 - Provide information and/or a presentation on extraordinary information such as what the adjoining properties are, seismic requirements, etc. (PAUSD)
 - Provide information on the City/PAUSD field use agreement (currently for the middle school sites) (CSD/PAUSD)
 - Provide information on deferred maintenance needs at Cubberley from the City’s Public Works department (PW)

7. Adjournment

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 2

June 20, 2012
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Room H-1
6:00 - 8:00 PM

1. Welcome and Call to Order
2. Overview of high-level Cubberley issues, questions, and concerns
 - An open-floor, Q & A session occurred around things that were still unclear to CCAC members.
 - Jim Schmidt, who was on the Infrastructure Blue Ribbon Commission (IBRC), conveyed to the CCAC that the IBRC recommended not to renew the lease.
 - Ann Dunkin, the Chief Technology Officer for the PAUSD, told the CCAC that an elementary school and a middle school will be needed in 8 years.
 - A number of questions were then asked...
 - Question: Can the City create pin maps of population 10 years out?
 - Question: What would joint use of the facility look like and what would the parameters be?
 - Question: What horizon is the CCAC evaluating needs for? 10 years, 20 years, 30 years?
 - Question: What are the uses, needs, and potential revenue opportunities at Cubberley?
 - Question: Does the Palo Alto City Council want to renew the lease?
 - Question for PAUSD: What long term proposals can be taken off of the table?
 - Question for CPAC: What is the timeframe for Cubberley recommendations?
 - Question for CPAC: What did the CPAC mean by "the site?" Is that the Cubberley lease area only? Does that include Greendell and 525 San Antonio Road?
 - Question for CPAC: Should the CCAC consider Cubberley in the context of the whole City or confine recommendations to the PAUSD lease and City owned areas only?
 - Question for CPAC: Is the CCAC planning for Cubberley to eventually be returned to school only uses or should on-going joint community/school use be considered?

- Question for CPAC: Should Cubberley be used by the City in a way that the PAUSD can take it back later?
3. Discussion of possible Subcommittee structure
- CCAC members had an open floor discussion on subcommittees including recommendations, opinions, and a vote on which grouping of subcommittees they preferred.
 - Winning grouping
 - School District Needs
 - Community Needs
 - Finance
 - Facilities
 - Losing grouping 1
 - Programs
 - Population Growth
 - Finance & Tradeoffs
 - Facilities
 - Losing grouping 2
 - What We Want
 - What We Have
 - The CCAC then agreed that all members should submit via email his or her preferences ranked one through four to Richard Hackmann by 3:00pm on Friday, June 22 for tabulation
4. Oral Communications
- None
5. Adjournment

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 3

June 27, 2012
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Room H-1
6:00 - 8:00 PM

1. Welcome and call to order
2. Oral communications
 - None
3. Approval of June 13 and June 20 meeting action notes
 - Approved
4. Continuation of the overview of high-level Cubberley issues, questions, and concerns including draft questions for the Cubberley Policy Advisory Committee (see the attached revised list of CCAC high-level issues, questions, and concerns, pages 3-5)
 - 1A – PAUSD can do them at a cost for the city on a 10 year horizon
 - 1B – PAUSD said the board will be meeting on this in the fall
 - Bern Beecham said to find out what the schools do not need not just when they will need certain things
 - Questions were asked about wanting detailed information on what the straight line projections show for when a new elementary, middle, and high school will be needed
 - What is the relationship between the growth of the schools and the growth of the city?
 - 2A – Facilities subcommittee should handle this
 - 2B - Staff should distribute Appendix H and the Executive Summary of the IBRC Final Report
 - 3A – Rob De Geus said to reference the sheet distributed last week on all of the different services that are offered at Cubberley
 - There are limited facilities elsewhere for where all of the functions at Cubberley could go
 - Could be creative and relocate stuff elsewhere but to think that we could relocate even half of what is here it would be tough
 - Susan Bailey asked what percentage of users are residents versus non-residents of the different uses at Cubberley

- What would happen if this facility were no longer here? What would be lost, what would move, what don't we know?
- Look at what hours of the day Cubberley facilities are used
- Beecham said look not only at the uses but also at the square footage and what might be able to be doubled up
- Pam Radin asked if there is a model of a facility like this elsewhere that can be studied
- 3B – Policy driven question for the PCAC
- 3C – Yes but there is still a need
- 3D – There has been progress but it's hard to say what the true demand is because the demand is so high it cannot be fully accommodated
 - Is the use and saturation point during afternoon and weekend hours, during the day, or at all times?
 - What are the times when the fields are needed most?
 - Currently kids have priority over adults and residents have priority over non-residents
 - Efficiencies are being done where they can be such as the El Camino park renovation
 - Get figures on resident versus non-resident percentages of use
- 3E – Gyms and dance studios are unique uses that come to mind
- 4A – This should be discussed in the School Needs and Community Needs subcommittees
 - Steve Emslie said there are a wide variety of projections and implications with the ABAG numbers but those should be discussed in more detail
- 4B – Even without housing growth there is a household size growth which impacts schools
 - City is seeing more people without necessarily housing growth
- 5A – Schools have an approximately \$160M budget and taking away the \$7M per year would have serious impacts (the loss of about 85 teachers)
- 5B - Utility users tax discussion including the implications of no longer paying the PAUSD payment
 - Would stopping the PAUSD payment eliminate the tax?
 - What are the odds it would be subject to a referendum if the PAUSD payment is stopped?
- 5C – What is the market value of the space at Cubberley if it were opened to the free market?
 - Where would one have to go if he or she couldn't get the rates he or she is currently getting at Cubberley? East Bay, San Jose, nowhere, etc.
- 6 – Question for the CPAC
- 7A – This will be addressed in future conversations
- 7b – TBD based on future decisions
- 7C – Theoretically possible but we would need to look into this much further
 - Are there state policies we should be aware of?

- Look at the Menlo Atherton theatre and what the shared nature of that facility has meant for other organizations
 - 7D – Addressed by subcommittee
 - 7E – Addressed by subcommittee
 - 8A - Question for CPAC
 - 8B – General policy question
5. Appointment of subcommittees and discussion of subcommittee process
 - Subcommittee assignments were distributed (see attached list, page 5)
 6. Schedule next meeting
 - Doodle to be sent out
 7. Adjournment

Cubberley Community Advisory Commission(CCAC)

Revised

High Level Issues and Questions

1. School Enrollment:
 - A. What are PAUSD’s projections for school facility needs short medium and long term (including and understanding of uncertainty and variability of assumptions)?
 - B. What are the timeframes for an elementary, middle, and high school?**
2. Capital Improvements and Finances:
 - A. What capital expenses are required for Cubberley to remain status quo?
 - B. What are the City’s long term financial obligations for City-wide infrastructure maintenance?
3. Community Serving Uses:
 - A. What are the community-serving uses unique to Cubberley? From child care to the arts, what are the alternatives (or not) for relocating and/or prioritizing those services if they aren't part of the Cubberley future?
 - B. Should the CCAC assume joint City/PAUSD uses for the long-term?**
 - C. Are there programs and uses that are duplicated elsewhere in the City?

- D. What are the playing fields needs and uses?
 - E. What are the facilities unique to Cubberley (example, the gym) and the future of the services related to those facilities if displaced from Cubberley?
4. Population and Housing Growth:
- A. What are the City's population and housing growth based on ABAG housing mandates? Are there adequate Community facilities to accommodate projected
 - B. How will the demographic profile of Palo Alto change? Will there be a change in community services provided?
5. PAUSD Finances:
- A. What would the impact of reducing City lease and covenant payments be to School programs and services?
 - B. How can the City and PAUSD collaborate to ensure school finances are stable and the City can catch up with its infrastructure obligations?
 - C. What is the market value of the subleases and what is the revenue potential?
6. City Ownership and adjacent PAUSD properties: What role if any would the City's 8 acres and PAUSD's Greendale and 525 San Antonio Sites have in resolving long term school and community service needs?
7. Re-Use of Cubberley:
- A. What could a potential re-use or re-construction of the Cubberley campus offer in the way of additional community center and school facilities?
 - B. How could construction be phased to minimize disruption to schools or community services?
 - C. Would it be possible to share school facilities when not in use by PAUSD?
 - D. How will visual or other construction impacts be made compatible with the adjoining neighborhoods?
 - E. How will site access from vehicles, bicycles and pedestrians be facilitated to reduce traffic and traffic related impacts on the surrounding community?

8. General Policy

A. Does the City want to renew the Cubberley lease with PAUSD?

B. What should the future of Cubberley be?

Name	Subcommittee	Chair
Mike Cobb	CCAC Co-Chair	N/A
Mandy Lowell	CCAC Co-Chair	N/A
Diane Reklis	Community Needs	YES
Tom Crystal	Community Needs	
Sheri Furman	Community Needs	
Rachel Samoff	Community Needs	
Tom Vician	Community Needs	
Jean Wilcox	Community Needs	
Susie Thom	Facilities	YES
Jerry August	Facilities	
Brian Carilli	Facilities	
Damian Cono	Facilities	
Penny Ellson	Facilities	
Jennifer Hetterly	Facilities	
Jim Schmidt	Facilities	
Lanie Wheeler	Finance	YES
Ken Allen	Finance	
Susan Bailey	Finance	
Michael Bein	Finance	
Lessa Bouchard	Finance	
William Robinson	Finance	
Anne Wilson	Finance	
Bern Beecham	School Needs	YES
Claire Kirner	School Needs	
John Markevitch	School Needs	
Pam Radin	School Needs	
Tracy Stevens	School Needs	
Greg Tanaka	School Needs	

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 4

July 11, 2012
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Room H-1
6:00 - 8:00 PM

1. Welcome and call to order
2. Oral communications
 - a. None
3. Approval of June 27 meeting action notes
 - a. Approved
4. Presentation by Cubberley site plan architects
 - a. No formal study of the site has been done
 - i. The study that was done was theoretical and was not based on formal policy direction
 - b. The previously generated Cubberley site plans looked at capacity issues and what could fit on the site, again, it was a theoretical study
 - c. Perceived needs were determined by talking to a limited group of individuals, it was not an all-encompassing evaluation as the current process is
 - d. There are many things at Cubberley that still need to be evaluated further which is why the CPAC and CCAC were formed
 - e. The main objective in the architects original exercise was to see how many square feet of space they could put on the lot while still having all of the necessary parking and open space needed for the schools and community facilities
 - f. City/school joint use of facilities is the current trend around the country
 - g. By having facilities for both city and school uses located on a single site you gain benefits for each of them that you would not have otherwise
 - h. Middle school and high schools have different athletic field uses but the field dimensions do not change so the same land area is necessary regardless of whether a middle school or high school is built

- i. There are a lot of problems with moving the elementary school based on the flow of children to the site and the necessary circulation to get to an elementary school
 - j. Question: Are shared facilities considered a security threat by PAUSD?
 - k. The different site plan options generated by the architects looked at scenarios that ranged from few shared facilities to many shared facilities and what the impacts of that are in terms of site planning
5. Brief subcommittee status reports
- a. The School Needs subcommittee had questions for the PAUSD demographer
 - b. Request: Put subcommittee meetings on the website
 - c. Request: Put a note on the website that if someone plans on attending a subcommittee meeting and is not a part of that subcommittee that he or she should call the subcommittee chair and let him or her know that he or she is coming
 - d. The Community Needs subcommittee is looking at services city wide and seeing where services might be able to be located elsewhere
6. Schedule next meeting(s)
- a. Wednesday, July 25
 - b. Wednesday, August 8
 - c. Wednesday, August 22
7. Adjournment

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 5

July 25, 2012

Cubberley Community Center

4000 Middlefield Road, Palo Alto, CA 94303

Room H-1

6:00 - 8:00 PM

1. Welcome and call to order

2. Oral communications

- None

3. Approval of July 11th meeting action notes

- Approved

4. Discussion of 7/19/12 Policy Advisory Committee responses to questions from CCAC

- i. The CCAC should assume that the short-term of the scope is the renewal periods, the medium term will be when the need arises for a middle/high school, and the long-term will be the useful life of new structures.
 - i. **The CCAC should consider in the short-term some form of lease renewal but not be constrained by it, in the medium-term assume a need for at least one additional school on the site but in a manner that makes it so community needs can still be served there, and in the long-term understand that new buildings will be needed (if they are not constructed sooner). The CCAC should focus their efforts on the short, medium, and long term using a 50/40/10 ratio.**
- The CPAC advised the CCAC that they should take a 50/40/10 approach to their Cubberley recommendation meaning that the focus of the CCAC's work should be 50% on the near-term needs, 40% on the middle-term needs, and 10% on the long-term needs.
 - Request: Confirm what the middle term of the 50/40/10 equation references. Is there an implication that a middle and/or high school will for sure be needed or is that conclusion still yet to be made?
 - Cobb said the timeline for the CCAC's recommendations has changed. The due date is no longer July 2013, it is now February 2013.
 - Cobb and Beecham said the CCAC has responded to that due date by proposing that a "coarse grain" report be delivered in February 2013 and a "fine grain" (or final) report be delivered in the summer of 2013.

- Cobb said driving the need to get the recommendations completed by February 2013 is both the upcoming lease expiration and the potential of a bond measure.
- Question: What are the issues surrounding a joint City/PAUSD bond measure since they have different geographic boundaries? Can it be done as one ballot measure or does the City and PAUSD need separate, parallel measures? What would the passage requirement be?
 - The Finance Committee said they are looking into this issue
- ii. The Greendell and 525 San Antonio sites should be considered as part of the CCAC scope, but will most likely be needed for an elementary school given their location.
 - ii. **The Greendell and 525 San Antonio sites can be considered as part of the CCAC scope, but will most likely be needed for an elementary school given their location an remain unchanged.**
- Staff/Cobb said the CPAC was theoretically open to the possibility of refiguring that site but based on the practical needs of an elementary school the CPAC couldn't see any scenario where it could be moved from its current location.
 - iii. In Considering Relocation of Community/non-profit uses, the CCAC should not consider off-site locations
 - iii. **In considering relocation of community/non-profit uses, the CCAC need not find off-site locations**
- Beecham clarified, and staff agreed, that there was no edict from the CPAC that everything that is at Cubberley must stay at Cubberley. Rather he understood the CPAC as saying that anything that the CCAC determined should no longer be at Cubberley was not the CCAC's responsibility to relocate. Relocation would ultimately be the responsibility of the City (and possibly the PAUSD).
- Cobb said the CCAC's job is to figure out what services/needs should be at Cubberley noting that the CCAC represents so many different Cubberley stakeholders for just that reason.
- Some thought providing no recommendations for potential relocation sites might unnecessarily raise fears among the Cubberley tenants
 - Staff suggested a that if it is determined that a service should not be housed at Cubberley the CCAC suggest that it is relocated elsewhere in the City just not get into the details of where
 - Cobb believes there is a way to work around not raising those fears and encouraged creativity in the recommendations
- Beecham said the CPAC charged the CCAC with prioritizing the existing uses as one of its tasks

iv. It should be assumed that there will always be a need for both school and community uses on the site.

iv. It should be assumed that there will always be a need for both school and community uses on the site but that doesn't mean at any single point in time the entire site will be used for both school and community uses on the site. That said, the CPAC is comfortable with the exploration of joint use.

- Staff said the role of the CCAC is to find creative uses for the site that meet the needs of both the City and PAUSD
- Beecham clarified that the CCAC should assume that there will always be a need for City and PAUSD use at the site but that doesn't mean it has to reflect the arrangements currently at the Cubberley site
- Skelly clarified that if joint use does occur those facilities will be driven in part by the architectural standards that the PAUSD has to adhere by

v. The CCAC should assume that the City and PAUSD intend to renew the Cubberley lease, but that should not inhibit creativity.

v. The CCAC should assume that the City and PAUSD have a desire to keep something going at the Cubberley site but whether or not that is done through the renewal of the existing lease is still TBD.

- Beecham clarified saying that the Council would entertain a new lease arrangement and the PAUSD would entertain anything that maintains their revenue stream.
- Staff will notify the CCAC of when the next CPAC meeting is
- Beecham recommended staff further clarify and revise the summary provided to the CCAC of the most recent CPAC meeting and staff agreed
- Cobb also commented in response to a question that he believes the CCAC interim and final reports should be written by the CCAC members not staff, and others agreed

5. Subcommittee reports (Formerly agenda item #6)

- Subcommittee Chairs were invited to attend the Co-Chair's planning meetings held the Monday prior to CCAC meetings
- Subcommittee Chairs to email staff their subcommittee meeting minutes so they can be posted to the web
- School Needs Subcommittee
 - PAUSD presented data on school projections/needs
 - The short term data was great but it became clear that the School Needs Subcommittee needs to find out from the CCAC what information the CCAC needs from them
- Facilities Subcommittee
 - Developing their approach for facility needs around "what if" scenarios
 - Identified six categories of facilities relevant to Cubberley
 1. School

- 2. Community
- 3. Joint use
- 4. Recreation
- 5. Site support (parking, pedestrian ways, etc.)
- 6. Child care
- Discussed exploration of the Sobrato non-profit model in San Jose, Milpitas, and Redwood City
- Also looking at a portion of the site as possibly revenue generating
- Finance Subcommittee
 - Planning to show revenue opportunities
 - First exploring the history of revenue flow, bonds, timelines, and other financing mechanisms currently being considered to understand possibilities
 - Will study other communities' joint-use examples from a financial perspective to determine how they work
 - Will value private revenue generation options
 - Will explore new lease scenario possibilities
 - Will explore a joint powers district
- Community Needs Subcommittee
 - Four questions will drive their subcommittee's process
 1. What programs/services are currently offered at Cubberley and who is using them (age, residency, etc.)?
 2. Are these programs/services provided elsewhere in town?
 3. Is there a demand for more of these programs/services?
 4. What other community needs exist that are not currently offered? How will population growth impact these program/service needs?
 - Will also evaluate the Palo Alto Comprehensive Plan amendment that addresses future community needs

6. Discussion of Subcommittee timeline and milestones (Formerly agenda item #5)

- CPAC has condensed the timeline for when they would like a recommendation from the CCAC so staff asked the subcommittees to keep that in mind when working on their deliverables
- Beecham proposed that each subcommittee have their intended deliverables prepared by the CCAC meeting on August 8th
- CCAC then discussed the final report and what it entails
 - The 50/40/10 approach was identified as a significant policy constraint given to them by the CPAC
 - Many felt the long-term needs are more important and that the long-term should drive the short-term but that is not how it stands now based on the CPAC policy direction given
- Beecham noted the CCAC needs to understand what is needed in the long-term so the City Council and PAUSD can make a lease decision in the short-term

- Cobb would like to take what has been discussed at this meeting back to the CPAC and see what can be agreed upon
- Cobb proposed that at the August 8th CCAC meeting that CCAC milestones are discussed including proposals from each subcommittee about when they can complete their assignments
- CCAC members reiterated frustrations with the time constraints given to them by the CPAC
- Cobb reiterated his vision that the CCAC give the CPAC an interim report in February 2013 and then continue working until they can finish a more detailed, final report
- A discussion then ensued on what the subcommittees had worked on so far and thoughts people had on each of them
- Schmidt said that the work of the Finance Subcommittee made him a little uneasy because he felt it's one thing to take a scenario and assign cost estimates to it but it's another thing to say having estimated it to cost x dollars here is the way we propose to pay for it – those are very different things
- Beecham said regarding the Finance Subcommittee that he would like the subcommittee to as much as possible put themselves in the shoes of the PAUSD and City Council and consider their current financial situation when making recommendations so any recommended proposal has the best chance of working
- Member said when thinking about the lease and a possible renewal the CCAC should consider what lease variations are out there that might work for all involved parties aside from the lease that currently exists
- Member asked what the total square foot cost of any improvements would be beyond just the construction cost (example: loss of revenue during construction, etc.)
- It was reiterated that the current Cubberley site plans are only intended to aid the CCAC in their thinking, the CCAC is not limited by those site plans
- Request: Have Cobb create a draft project timeline for the CCAC final report and present it at a future meeting
- Cobb suggested that the Community Needs Subcommittee should be the one to do an initial evaluation of what services are currently at Cubberley and which should stay and which might be located elsewhere
- Shared facilities require staff so it must be determined who will staff any shared facilities that are recommended
- School Needs Subcommittee wants to know if PAUSD can dedicate any land at this point to certain school uses or if all of the land needs to remain flexible to a variety of different possible school uses
- School Needs and Community Needs subcommittees should identify needs they both have that could be served through shared facilities

7. Schedule next meeting(s)

- Once the school year starts a Doodle poll will be done of the CCAC to determine the optimum meeting date and time factoring in school year commitments
- Next meetings
 - August 8
 - August 22

8. Adjournment

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 6

August 8, 2012
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Room H-1
6:00 - 8:00 PM

1. Welcome and call to order
2. Oral communications
 - None
3. Approval of July 25 meeting action notes
 - Approved
4. High-level discussion of City and PAUSD finances

City Finances Discussion

- City of Palo Alto Administrative Services Director Lalo Perez presented on City of Palo Alto finances (SEE ATTACHED PRESENTATION)
- Perez explained a large component of structural budget issues is salaries and benefits. Those are being addressed in major ways through reforms in labor contracts but more work is needed
- City avoids the use of reserves for budget gaps
- City has been very lucky to have maintained high property tax rates through the Great Recession but there was a sales tax dip from approx. \$22M/year to as low as \$18M/year and only now in FY 2013 is it projected to be back near that \$22M/year mark
- Perez then explained the impact of the growing pension and medical liabilities and the efforts to increase employee contributions

PAUSD Finances Discussion

- PAUSD Chief Business Official Cathy Mak presented on PAUSD finances (SEE ATTACHED PRESENTATION)
- PAUSD is facing many of the same issues as the City
- PAUSD is facing a potential approx. \$5M budget deficit for the coming fiscal year
- State funding for PAUSD has dramatically decreased since FY 2009 going from \$17M/year to less than \$6M/year

- PAUSD has been averaging about 2%/year enrollment growth
5. Subcommittee reports on milestones and deliverables

Facilities

- Presented four deliverables and dates:
1. Doing a detailed analysis of the types of facilities at Cubberley and their uses including a matrix outlining types of Cubberley facilities, their condition, and use by September 20
 2. Determining various scenarios for the Cubberley site when facilities are added and the challenges posed by various scenarios including joint use. Will evaluate possible scenarios for Cubberley site in the short, medium, and long-term, including joint uses, by October 15
 3. Evaluating a facility rebuild vs. remodel including wide-ranging estimated costs of maintaining the status quo, remodeling the facility, or rebuilding it by November 15
 4. Thinking differently about how the site can be used including “outside the box alternatives” by December 1

School Needs

- Presented seven deliverables and dates:
1. Listing all PAUSD properties and their relevant characteristics/limitations by September 22
 2. Identifying the types of shared facilities PAUSD would need/be interested in by October 6
 3. Obtaining critical assumptions regarding demographics, ABAG projections, City response to ABAG projections, etc. by October 13
 4. Wants to know the total acreage at Cubberley that PAUSD likely will use for future school use by October 13
 5. Wants to know the total acreage at Cubberley for which PAUSD can give rights to for by October 20
 6. Wants to know the terms for turnover of City-built facilities to PAUSD at lease termination by November 3
 7. Wants PAUSD policy decisions on will a school facility be built on Stanford lands, what a new high school at Cubberley would look like, what should be expected on a 20-30 year time horizon, any possible changes in student density at each level, and desired limitations on the City's use of its 8 acres by November 10

Finance

- Evaluating the terms of the current Cubberley lease and covenant not to develop
- Examining potential funding mechanisms that could be used to construct new facilities on the Cubberley site

- Doing extensive research of existing joint use facilities in other communities including how they came about and how they are governed
- Evaluating whether a joint-powers agreement can fund and manage the site

Community Needs

- Would like to form a Joint Use sub-subcommittee
 - Creating a table of current Cubberley users and what they are paying
 - Looking at potential new users and services based on other communities and what services have been requested there that are not currently provided at Cubberley
 - Doing a community survey through the neighborhood associations to see what services residents want
 - Evaluating future users and how the space can be maximized
 - Evaluating resident vs. non-resident use
 - Evaluating what services have wait lists
 - Looking at the geographic location (and balance) of Cubberley users
 - Looking at increasing cross cultural experiences at Cubberley and how increased community connections can be fostered at the site
6. Discussion of the CCAC Final Report schedule and timeline
 - Cobb said at the next CPAC meeting that the CCAC final report due date will be finalized
 - Cobb explained the expectations for the CCAC final report and what will be required to get it done on time
 7. Future meetings
 - Cobb said the CCAC will continue meeting every other week
 8. Adjournment

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 7

August 22, 2012
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Room H-1
6:00 - 8:00 PM

1. Welcome and call to order
2. Oral communications
3. Approval of the August 8 meeting action notes
 - Approved
4. Introduction and Q & A with CCAC architect John Northway
 - Northway talked about the importance of understanding the problem first and working on the solution only after the problem is thoroughly understood
 - Northway explained that if this ever goes to a bond measure being able to clearly explain what the problem is, what the solution should be, and why will be very important
 - Northway wants the subcommittees to bring back what their “problem” is to the next meeting to start forming a picture of the larger problem
 - Northway said to focus on Cubberley and not to worry too much about the larger problems of the City since the CCAC was asked to limit their recommendations to the site
5. City of Palo Alto and PAUSD Capital Budget Presentation
 - Phil Bobel of the City of Palo Alto Public Works Department presented a Power Point on the capital budget (SEE ATTACHED)
 - Bobel explained the background of the Infrastructure Blue Ribbon Commission (IBRC) recommendations and the subsequent Council discussion of those recommendations
 - He explained how Cubberley is and isn't accounted for currently in the budget planning process.
 - Bobel explained that up-keep of Cubberley in a limited manner is included in the budget process but not funding for long-term rebuilding.

- Bobel explained that most of the Capital Improvement Program (CIP) expenditures in slide 8 of the attached Power Point are in the next ten years even though it reflects a 25 year horizon
 - Bobel noted that he believes the cost estimates for maintaining the facility over the next 25 years is thin beyond 10 years and would likely need additional funding
 - Bob Golton of the Palo Alto Unified School District (PAUSD) presented a Power Point on the PAUSD capital budget (SEE ATTACHED)
 - Golton presented on the status of current capital projects under way and the funds allocated for them
 - Golton said that voter approved bond funds for PAUSD use have already been allocated to the individual school sites even if the projects have not yet been identified
 - Approximately \$33 M of funds have been reserved for construction to accommodate PAUSD growth
6. Review of the discussion at the August 21 PAUSD Board meeting of the Cubberley related Board enclosure
- Mandy Lowell explained that the PAUSD is interested in looking for a fourth middle school site that could or could not be at Cubberley (SEE ATTACHED POWER POINT)
 - A big issue is that PAUSD wants flexibility and the City (and some of the community) wants certainty
 - The City and PAUSD are also at different phases of their bond interests
 - Question: Is there an impediment to building a City only facility on the City's 8 acres?
 - A major part of the problem is the lack of clarity
7. Discussion of the CCAC Final Report schedule and timeline
- Deputy City Manager Steve Emslie reported out on the status of the Cubberley Policy Advisory Committee (CPAC) timeline
 - Emslie said that the CPAC wants the CCAC input in part to decide if Cubberley should be included in a city bond measure for infrastructure needs
 - Emslie reported that the CCAC Final Report must be done by February 28, 2012
 - The CPAC is interested in the foreseeable school uses, community uses, range of priorities, and joint use scenarios at Cubberley
 - Frustrations about the timeline of the process were expressed again by CCAC members

8. Future meetings
 - a. Discussion of expected future subcommittee reports
 - Emslie mentioned that the CCAC Co-Chairs would like one or two subcommittees presenting updates at each meeting
9. Adjournment

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 8

September 5, 2012
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Room H-1
5:30-7:30 PM

1. Welcome and call to order
2. Oral communications
 - George Browning spoke
 - CCAC members should make sure to read what the IBRC wrote about Cubberley
 - The City should be clearer about what is expected of the artists who rent space at Cubberley including how they exhibit and how their rented space is used
3. Approval of the August 22 meeting action notes
 - Approved with the change of 2012 to 2013 on page two of the draft
4. Introduction by CCAC Architect John Northway
 - Thinks the work of the CCAC is going well and commends everyone for their work so far
 - Wants everyone to keep working toward defining “the problem” and believes progress on this front has been made
5. Presentation by the School Needs Subcommittee followed by a group discussion and questions
 - School Needs Subcommittee Chair Bern Beecham lead the presentation
 - Beecham reiterated the School Needs Subcommittee deliverables
 - Presented preliminary conclusions
 - SEE ATTACHED POWER POINT
 - Beecham presented the spreadsheet that shows the acreage per student at all of the PAUSD schools
 - Showed significant variance
 - High schools were about 45 acres on average vs. full Cubberley site is 35 acres

- Presented what happened at the September 4, 2012 PAUSD Board meeting including the PAUSD Cubberley interests
 - Co-Chair Lowell added that the School Board purposefully left things open ended to allow the CCAC to do its work
 - A number of clarifying questions were asked on PAUSD positions
 - PAUSD Superintendent Kevin Skelly then presented clarifying information
 - Need for a middle school could arise by 2020
 - PAUSD is evaluating all options for land use and recognizes one story options are not the future
 - A lot of questions were asked about what was driving the school boards position and Skelly communicated that it is based on a long history of enrollment growth and Board positions
 - Problem stated: maximum flexibility limits what you can do on the site
 - Problem stated: the sometimes conflicting wants and needs of all parties involved with the Cubberley site
6. Response by the Finance, Facilities, and Community Needs Subcommittee Chairs to the School Needs Subcommittee presentation
- Finance Subcommittee mentioned a few problems:
 - Both the City and PAUSD are dealing with budget problems
 - PAUSD wants to keep the \$7 M payment from the City and the City feels like it needs some or all of it for other expenses
 - A number of “problem” statements about Cubberley were then made:
 - Prioritization is difficult
 - Determining what uses the City should subsidize on the site is difficult
 - Using existing facilities is cheap but does not allow as much potential density
 - CPAC direction to focus only on the Cubberley site does not allow for other site consideration
 - Uncertainty around the question “if an important community use is at Cubberley and this site becomes unavailable will the use be able to continue elsewhere”
 - Maintaining maximum flexibility for PAUSD at the site significantly impacts what the City can do with the site including a potential bond measure
 - PAUSD wants to keep the \$7 M in rental revenue but the City budget issues make that payment difficult
 - Community acceptance of a bond measure for Cubberley is questionable
 - The City rushing to 2014 bond measure may force an eight acre community center bond measure without PAUSD
 - Would PAUSD/the community support that?
 - Joint bond for a joint-use facility would need to be built to State Architect’s standards and would be more expensive

- There may be effects on operating budgets if changes are made to programming uses
- Needs for the site may shift over time
- PAUSD and community needs are growing in parallel
- How the uses at Cubberley should be determined is difficult
- A number of facts were also raised in the course of discussion:
 - Maintenance need is \$33M to “keep dry” in the short-term
 - Additionally, currently unbudgeted funds are needed for maintenance in the mid-term at the site

7. Future meetings

8. Adjournment

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 9

September 19, 2012
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Theater
5:30-7:30 PM

1. Welcome and call to order
2. Oral communications
 - None
3. Approval of the September 5 meeting action notes
 - Approved
4. Finance Subcommittee presentation, definition of problem, and discussion
 - Presentation given by CCAC Finance Subcommittee Chair Lanie Wheeler
 - SEE ATTACHED POWER POINT PRESENTATION
 - Wheeler went over what the main problems from a financial perspective are that the group should try and solve
 - Wheeler noted the high number of changes that have occurred since the lease and covenant not to develop were originally signed and recognized similar changes were likely to continue occurring
 - Wheeler noted the implications that the uncertainty of this site has on operations, maintenance, sit planning, etc.
 - From a financial perspective, anything done on the site independently by the City or PAUSD impacts the other due to the fact that possible uses done in tandem are much different than independent site use
 - Site improvement funding undertaken in tandem has different geographic boundaries and voting requirements to be aware of
 - Question: Is the City set on a 2014 ballot measure?
 - Councilmember Schmidt noted there are shorter term needs the City is trying to address and has targeted 2014 as the time to do that but with a consultant being hired many different project package scenarios will be considered
 - Finance subcommittee will consider unconventional funding avenues but will leave most of the political viability discussions to the CCAC as a whole
 - Question: Will the Finance subcommittee write down political viability questions that arise in the course of their discussions for discussion by the CCAC as a whole?

- Question: Will there be reluctance from North Palo Alto to fund Cubberley renovations in South Palo Alto?
5. Community Needs Subcommittee definition of problem, staff update on Cubberley tenants survey, and discussion
 - Presentation given by CCAC Community Needs Subcommittee Chair Diane Reklis
 - SEE ATTACHED POWER POINT PRESENTATION
 - Reklis went over the main problems facing their subcommittee including overall problems and short-, medium-, and long-term problems
 - Discussed the needs that all of the different users at the facility have
 - Recognized that joint use will necessitate change
 - Reklis noted that Cubberley uses have ebbed-and-flowed in the past and consideration of building a facility that can do so in the future should be given
 - Consideration will also be given to needs that might have no relocation alternative and those that are conducive to joint use versus those that are not
 - Community Services Division Manager Rob De Geus then updated the CCAC on the Cubberley survey of tenants
 - De Geus said staff had received 40 of the 70 surveys back
 - Said they have a three tier approach to results:
 - All users
 - Users by category
 - Example: dance studios or artists
 - Individual users
 - Said of the 40 survey responses received so far 50 percent of users share space
 - Many users need specialized facilities
 - Facilities are in use from as early as 6:00 AM to as late as 11:00 PM
 - 25 percent of respondents said they would go out of business without space at Cubberley and many others said they would have to leave Palo Alto
 - Question: Can professional help on the surveying be obtained?
 6. School Needs Subcommittee definition of problem and discussion
 - Discussion on this subject delayed until later in the meeting
 7. Discussion of inter-subcommittee communication
 - CCAC Co-Chair Mike Cobb led a brief discussion on inter-subcommittee communication
 - Request: Make sure that all reports are shared with the entire committee
 - Subcommittees agreed to reach out to one another when an opportunity to collaborate presents itself or is necessitated

8. Discussion of potential joint use sites to visit and the process for visiting
 - Deputy City Manager Steve Emslie said that based on joint use facility interest staff will put tours together of joint-use facilities but asked that CCAC members work through staff to help with coordination
 - Emslie said staff welcomes suggestions for those site tours
 - Request: A presentation from Emeryville on their proposed joint use facility

6A. School Needs Subcommittee definition of problem and discussion

- Presentation given by CCAC School Needs Subcommittee Chair Bern Beecham
- Said the subcommittee is looking at how PAUSD may want the eight acres used in the future and how they may be affected by them
- Looking at a possible development pattern for the Cubberley site as the school starts building out projects
- Question: How does ABAG affect projections?
- Beecham reiterated that the subcommittee doesn't have a reason to use anything different than the PAUSD 2% enrollment growth projection
- Beecham said the School Needs Subcommittee is also looking at non-traditional site uses including having specific facilities for art, science, etc. located at Cubberley that students from both PALY and Gunn could use

9. Future meetings

- Staff will send a Doodle to the CCAC to find an alternative meeting day for the currently scheduled October 31st meeting
- CCAC architectural consultant John Northway said he was very excited about the opportunity here and that he thought it was time to start concluding work on the problem identification step of the process and start working on the solutions step
- Discussion occurred of how to organize the group based on a final report that will contain alternatives but no decisions were made
- Cobb and Emslie proposed a community forum in October/November to solicit input from all segments of the community on what their vision for the future of Cubberley is

10. Adjournment

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 10

October 3, 2012
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Room H-1
5:30-7:30 PM

1. Welcome and call to order
2. Oral communications
3. Approval of the September 19 meeting action notes
 - Unanimously approved
4. Discussion of Cubberley forum & volunteer identification
 - a. Scheduled for November 8, 2012 at 7:00 PM
 - Co-Chair Mandy Lowell said staff will prepare an advertisement for the CCAC members that they can distribute to the groups they represent
 - Lowell asked for day of volunteers to sign-up and a clipboard was passed around. The volunteers who signed-up to assist are:
 - Pam Radin (help with question asking)
 - Bern Beecham
 - Diane Reklis
 - Claire Kirner (can help from 7:30 PM on)
 - Sheri Furman (help plan the presentation)
 - Steve Emslie (staff)
 - Rob de Geus (staff)
 - Tommy Fehrenbach (staff)
 - Co-Chair Mike Cobb recommended purchasing advertising in newspapers but Lowell didn't agree so that is still TBD
 - It was communicated that the forum would be at Cubberley but it had not been determined where at Cubberley
 - A discussion then ensued on where at Cubberley the forum should be held and whether it would be a large presentation or smaller breakout groups
 - Members also brainstormed ideas about the content of what would be discussed
 - Beecham suggested the CCAC present the problem statements and the do Q & A and see what people think they need to know

- Staff was directed to see if the Cubberley Theater or Pavilion was free that day
 - The CCAC concluded that further discussion needs to occur about what exactly will be presented/discussed at the forum and that a program for the evening would have to be established so the objective of the event can be communicated to residents
 - The CCAC voted to have the first meeting in the Cubberley Theater so staff was directed to reserve that room for November 8
 - Community Services staff member Rob de Geus expressed concerns about the theater idea so he will look into other locations to have the meeting at
 - Staff was also directed to make sure all CCAC meetings are on the City calendar and to have Jim Keene incorporate the CCAC meetings in his City Manager's comments at Council meetings
5. Presentation by the Community Needs Subcommittee
 6. CCAC Community Needs Subcommittee Chair Diane Reklis, with the assistance of Community Needs Subcommittee member Sheri Furman, gave the presentation
 - SEE ATTACHED POWER POINT
 - Reklis said a lot of people think South Palo Alto is already getting a new community center with the construction of Mitchell Park Library
 - Reklis communicated that this is a much smaller facility in scale and operation when compared to Cubberley and would not come close to meeting the needs of Cubberley
 - Reklis then discussed the unique community facilities that are already in place
 - Cobb noted that Cubberley is the only major community center in Palo Alto and that this group needs to define community center as part of their evaluation process so they can work around that definition
 - Reklis discussed community centers in other communities and some of the services they provide
 - Furman then described the matrix of public and private service offerings they are creating including the providers
 - Furman then described their evaluation of the community users at Cubberley based on the staff survey results of Cubberley tenants
 - CCAC member Penny Ellson then described the one year Sunnyvale study that was done to gauge community needs
 - Staff noted that a comprehensive needs analysis of Palo Alto would take more time than the CCAC has but a board brush analysis was agreed upon
 - de Geus noted that the staff survey written responses were not as detailed as hoped so he and staff are doing follow-up calls with individual users
 - Beecham asked the CCAC the question, "What do we need to have to make an informed recommendation by February 28?"
 - Lowell wants to know what can be done in x amount of square feet
 - Reklis expanded on potential new uses or services at Cubberley

7. Presentation by the Facilities Subcommittee
 - CCAC Facilities Subcommittee member Brian Carilli presented
 - SEE ATTACHED POWER POINT
 - He said since he was limited on time he would not read through the slides and would instead show a map he created of where community services are located in Palo Alto and the tremendous opportunity/value this site presents
 - Carilli reiterated his feeling that this group really needs to think big about what can be done on the site
 - He referenced his professional experience in site planning and said that a better understanding of what should be/is going to be built on the site is still needed
 - In response to some questions Carilli expressed his feeling that using the existing site as-is in the manner the PAUSD has suggested they would consider is very short sighted and not a good use of the land
 - The group discussed the level of detail that the CCAC should get into and what is appropriate and what isn't but no consensus on that was reached
 - Deputy City Manager Steve Emslie then spoke and tried to clarify a few points:
 - He said Carilli was getting into a level of detail he didn't have to in order for the CCAC to generate recommendations that will help inform the discussion that is going to occur between the City and the PAUSD on what to do with the site
 - He also said if the group feels they need staff to do needs assessment work that the City does not currently have staff to do that but consultants could be hired to assist with that process on a case-by-case basis
 - Ellison said before she goes she wants the CCAC to look at the short, medium, and long term recommendations the CCAC Facilities Subcommittee has in their Power Point presentation and that although they were not read through at the meeting those recommendations, not the site planning, represented the majority of the Subcommittee's work
 - Emslie then spoke and tried to clarify a few more points:
 - He noted that when the Infrastructure Blue Ribbon Commission (IBRC) made their recommendations for the Municipal Services Center (MSC) they created as one of their deliverables a scope of study that could be used by a consultant for a study of the site in the future but didn't try to do the study themselves
 - He also noted when the IBRC discussed Cubberley they made broad recommendations about the site not specific recommendations for what should happen with the infrastructure there

- He reiterated his recommendation to let go of some of the detail and keep the analysis at a higher level
 - Carilli then reiterated his feeling that until the CCAC defines what should be built on the site it is impossible to organize the site
 - It was agreed upon that some level of site uncertainty needs to be accepted as a part of this process
8. Discussion and brainstorming of subcommittee next steps
- Not discussed due to time constraints
9. Future meetings
- The next CCAC meeting is October 17
10. Adjournment

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 11

October 17, 2012
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Theater
5:30-7:30 PM

1. Welcome and call to order
2. Oral communications
 - George Browning of Palo Alto spoke
3. Approval of the October 3 meeting action notes
 - Approved
4. Discussion and brainstorming of recommendations and alternatives for the short term (5 years)
 - The CCAC randomly divided into three groups and came up with the following answers to the questions below:

Exercise For October 17 Cubberley Community Advisory Committee

Development of Short Term (5 years, 2015-2019) Issues—Small Group Discussions

At the October 17, 2012 meeting, the CCAC Steering Committee suggests that we have a discussion focused on the short term issues associated with Cubberley's future. The Steering Committee proposes starting with the short term issues inasmuch as much of the data and background necessary to consider meaningful recommendations, alternatives and comments have substantially been presented by the Subcommittees. Future CCAC discussions will address medium and long term issues after all Subcommittee deliverables are available to the full CCAC.

The proposed format is for the CCAC to break up into 3 random groups insuring that each group has at least one representative from each Subcommittee. The discussion should take about 30 minutes followed by a 5 minutes presentation from each group to the CCAC. Comments, questions, recommendations and alternatives and will be recorded and available

to the full CCAC for our on-going discussion and as input for the development of the draft committee report.

The following questions are provided to frame the short term issues to facilitate conversation and brainstorming:

1. Should the City Renew its lease with PAUSD for an additional 5 years?
 - a. If the City were to renew its lease, under what conditions? How would a revised covenant address on-going needs?
 - b. What are recommendations for changes to tenants and rents?
 - c. Should PAUSD and the City share in maintaining Cubberley?
 - d. How should the lease be structured to maintain maximum flexibility for the future uses of Cubberley?
 2. Is it feasible to include a community facility on the City's 8 acres in the 2014 Bond measure? Is this a community need?
 3. What actions or planning activities should PAUSD and the City undertake during the next 5 years to advance the determination of the best possible future of Cubberley, and build a consensus for that future?
-

- **Group 1**
- **Question 1**
- Renew a lease for 5 years
- **Question 1B**
- Transfer, in some process, the city's 8 acres to the school district (Voted Yes 6-0)
- Remove covenant not to develop and renegotiate \$2M (Voted Yes 6-0)
- Share maintenance costs and planning (Voted Yes 6-0)
- Find a way for more child care at Cubberley and other PAUSD sites (Voted No 5-1)
- Include access to and/or preserve other PAUSD fields and gym space (Voted Yes 4-2)
- City to offer leases to tenants for same 5 years (Voted No 5-1)
- **Question 2**
- No, not feasible (Voted No 1-5)
- **Question 3**
- Develop MOU defining joint use of site

- **Group 2**
- **Question 1**
- Yes, city has lots of uses, school has few in short term
- Lease doesn't have continued utility in present form
- Considerable issues in relation to all city infrastructure challenges (IBRC reference) but was only looked at from financial point of view
- Is 5 year lease the right amount of time?
 - Foothill 3 years...

- Does current covenant lock 5 years?
 - Could be amended on mutual agreement
- **Question 1A**
- Need to start with existing lease, delete what doesn't work
- Maintenance issues in short term
- Under what conditions would it be renewed?
- Term equal to 3 or 5 years? Or related to departure of Foothill?
- What does city get for covenant not to develop?
- Has become meaningless in current time
- Could amend lease to eliminate/change to other city benefit
- New covenant could make sense in today's time
- Possibility of school district assuming responses for some of the immediate capital improvements (some are on school owned buildings)
- School District could make commitments to build full size fields or multi-use available to city on new builds outside Cubberley (possible shared uses)
- Reasonably accessible joint-use sites (price, availability)
- Use 'joint-use' thinking above specific to Cubberley – shift maintenance and upkeep to School District
- Classrooms for programs, fields, irrigation, etc.
- Childcare: make an agreement to expand at other sites to offset city's investment at Cubberley
- **Question 1B**
- Serious reevaluation on tenants
- Who is chosen and how
- Charge
- Serious gap that could be improved
- Maximize availability/profit
- Less subsidy
- More property manager mindset
- Better utilization of resource
- Do it gradually
- Maybe different way stop use space
- **Question 1C**
- Yes
- Zoning may be prohibitive
- Departure of Foothill may be opportunity for new tenants to generate money

- Rents should cover maintenance for facility (day-to-day and capital/deferred)
 - Should be cost neutral
 - Corrective, ongoing, preventative?
 - Timing/plan is-at

- **Question 1D**
- What could you put into 5 year lease that could bind 'flexibility'?
- What form should the lease renewal take to maximize opportunities?

- Lease isn't problem, common vision by School District and city needs to be decided and executed
- Could covenant be used to shape the vision?
 - Timeline for concrete planning
 - MOU to 'use 5 years productively
 - Continue discussions as decisions become clearer
 - Otherwise, loss of valuable time
 - Is resolving worth it?
 - Should we wait?
 - Some flexibility there now, could keep status quo
- **Question 2**
- No to a 2014 bond measure
 - It is a community need
 - Need to know competing needs for bond measure
 - Could be desirable to keep something for 8 acres on 2014 bond
 - School has more support for bond
 - Can go to voters with less detail on projects
 - City needs more detail
- Doing bond for just 8 acres might be problematic in public perception/uncertainty
- Could we, through lease/covenant build in obligations to come to affirmative agreement on some plan and force parties to agree?
 - If city goes ahead with plan to develop 8 acres on its own, it may not be best plan for City/PAUSD/both
 - Don't want to confine to city vs. school on acreage
- **Question 3**
- Sit down in good faith and talk about what School District and City have in common
 - Professional proctoring
 - Come with specifics
 - Could build common use spaces in the interim
 - Neither party currently has money – need votes
 - Could go to voters together
- Possible (Finance committee)
 - 'Educational purposes' is broadly defined (55% bond)
- Go through tenants and answer questions regarding here vs. somewhere else
- Big question is does city and school district want to work together?
- Put together the data/decision makers can have good factual basis for discussions
- Fully informed for proper judgment
- Craft affirmative action obligation for each party
- If enrollment continues to increase, discussion about alternative timetable

- **Group 3**
- **Question 1**
- Keep open? Status Quo
 - Planning will take 5 years and incremental periods to allow for planning
 - Strive to honor tenant business plans

- **Question 1A**
- Commitment from school district and city to work cooperatively to plan all 35 acres, the whole site:
 - District to share funding for planning
 - Hard to expect school district to design school
 - Clarify maintenance issues
 - Quality conditions/ for subsequent terms or extensions
 - Lease renewals/and period extensions (3-5 years/10 years?)
 - Is the 8 acres in the right place (land configuration)?
 - What 8 acres would meet community needs?
 - Don't lock into something we would regret
- **Question 1B**
- Uses need to reflect inter-generational, multi-cultural needs (cultures = people)
 - Implement city bike plan for better access to Cubberley
 - With new tenants, the tenants to share responsibility for improving the room/facility (refinishing dance floor for example)
 - Tenants to chip in special assessment for improvements (like homeowner assessment or fee around the facility)
 - New tenants pay higher rates
 - No grandfather clause for low rates
 - We should look at criteria for all renters – just like there is for selection of artists
- **Question 1C**
- Costs – Should be shared, but how?
 - By square footage
 - Tenant fees to be covered by tenants
 - If school district is sharing maintenance, it should be eased into
- **Question 1D**
- Tenants need some sense of certainty (lease)
- Initial lease 3-5 years and at least one year increments thereafter
- Year to year lease and tough for renters/tenants
- Need to have a clear long-term overall plan so that we don't prolong the campus uncertainty – within 2 years
- Need to consider a 'new model' for what the future high school may look like – Not same old model
- School design to reflect 'modern' teaching design and flexibility as much as possible
- **Question 2**
- Multiple sources of site assessment – the more analysis/perspectives the better
- Access to other high school fields need to be part of the whole deal (not to develop)
- Include gyms, pools, and child care space
- Bond for 8 acres? Too soon in 2016?
 - Goal for 2014 should be complete redevelopment plan
 - Go for comprehensive bond just for Cubberley
 - 2016 may be affected by Presidential election cycle
 - Don't wrap Cubberley with sewer infrastructure bond
 - Bond measures for "make-shift" community center facility won't pass – do it right
 - Joint use programs take 5-10 years to do right

- **Question 3**
 - Alternate transportation strategies (bike, bus, shuttle, pedestrian)
 - Maintenance of building should be built in x timeframe?
 - Consider grants for these special ethno studies
 - Design must be flexible – adaptive to changing needs
 - **Question 4**
 - Use the time before the bond to do adequate planning and thoughtful design
 - Something will be built in x years, but it needs to be done right (condition of lease joint funded)
 - Use of full site – including San Antonio should be planned before anything built (Elementary school needs to fit in well, don't box in options)
 - Needs to be a real strategy/mechanism for broad community input on designs – not just committee
 - The design team much include ethnographic specialist instead of 'standard' architects to understand the problem
 - Need to have 'observational planners'
 - Full cultural assessment to meet all cultural needs
 - The design needs to be unique to our community/needs
 - Regardless of design costs – do it right. Don't scrimp
5. Discussion of Cubberley forum
 - a. Thursday, November 8, 2012 at 7:00 PM at the Cubberley Theater
 - Time was changed to 7:30 PM
 6. Future meetings
 - a. Next CCAC meeting will be October 30th or November 1st
 7. Adjournment

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 12

October 30, 2012
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Room H-1
5:30-7:30 PM

1. Welcome and call to order
2. Oral communications
3. Approval of the October 17 meeting action notes
 - Approved with minor revisions incorporated
4. Update on the October 18 CPAC meeting
 - City of Palo Alto Deputy City Manager Steve Emslie gave a brief update of the meeting
 - Emslie communicated that the CPAC had requested things such as:
 - CCAC should rewrite their problem statements
 - City revenue measure in 2014 is considering lots of different things and is not focused on Cubberley but the City does want there to be resolution on what the future of Cubberley will be by that time
 - City wants clear direction on whether or not they should renew the lease and what they might construct
 - City wants CCAC to prioritize what services should be provided at Cubberley
 - Supportive of the community forum
 - Think of it as an opportunity not a problem
 - Think of it as highest and best use for Cubberley
5. Presentation on joint use facilities
 - Presentation made by CCAC Finance Subcommittee member Susan Bailey
 - SEE ATTACHED POWER POINT
 - Bailey presented three joint use facilities
 - She looked for common threads and lessons learned from all of the projects

1. Emeryville Center for Community Life
 - Approximately 7.6 acre/115,100 SF facility
 - Cost = \$80 M
 - Has been in plan since 2003
 - Now in their third MOU but are starting site work soon
 - The repeated MOUs are the result of the redesign efforts
 - Facility includes K-12 education facilities for 750 students, multipurpose rooms, administration space, a school and community library, a community pool, and more
 - Project is being driven by the Superintendent and Mayor together
2. Wadsworth Community Campus
 - Approximately 65 acres/450,000 SF facility
 - Cost = \$105 M
 - Facility includes a new high school for 1,629 students, recreation facility, senior center, indoor and outdoor pools, and a public library. A middle school is not included in the cost but is already on site
3. Livermore Facility
 - Modernizing seven of 20 schools and doing community enhancements as a part of three projects
 - Facilities include new schools, a youth community center, and new community library
 - Driven by the superintendent of the school district
 - Had to get special legislation for the joint use library to be built
 - They passed it by doing one election that combined multiple community needs
 - Bailey then mentioned a study of seven steps to effective joint-use partnerships. They include:
 1. Identify a local need that a joint use partnership might address
 2. Identify essential joint use partners
 3. Develop a positive, trusting relationship with partners
 4. Build political support
 5. Build a joint use partnership within the context of the local community
 6. Formalize the partnership with an MOU
 7. Foster ongoing communication and monitor the progress and impact
 - A number of questions and comments then occurred:
 - Comment: Jim Schmidt mentioned that the documents for the MOU of the San Jose library are available online
 - Request: Bailey was asked to provide her full list of joint-use facilities
 - Question: Clarify what amount of a building has to be used by schools and how the sale and passage of the bonds would work if done at the 55% voter approval threshold

6. Discussion of the Cubberley forum including the public outreach plan
 - a. Thursday, November 8, 2012 at 7:30 PM at the Cubberley Theater
 - Emslie gave an overview of what could be expected
 - The forum will start with a 15-20 minute presentation including the Cubberley 101 presentation by staff followed by a presentation of the CCAC problem statements by CCAC architect John Northway
 - Written questions will then be taken and answered first to be followed by oral communications
 - Sheri Furman asked staff to explain at the forum what is different about Cubberley Community Center when compared to Mitchell Park Library & Community Center and Lucie Stern Community Center
 - CCAC Co-Chair Mike Cobb said that ads for the event will be going out in the papers
 - Cobb also asked all CCAC members to send the ad out to the organizations they are a part of
 - PAUSD staff member Robert Golton said PAUSD will send the ad to all of the parents as well
 - Cobb said he will also do a press release for the event
 - Cobb said add a paragraph on your own about why this is important to the specific group you represent when you send the ad out
 - A passive information table will be set-up at the event
 - CCAC Community Needs Subcommittee Chair Diane Reklis is going to provide a one page handout on what's special about Cubberley that her subcommittee created
 - Cobb said to let City of Palo Alto staff member Richard Hackmann know if you would like to help with the forum
7. Future meetings
 - Lowell said if you have agenda items you want to see at a future meeting let the Co-Chairs know
8. Adjournment

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 13

November 14, 2012
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Room H-1
5:30-7:30 PM

1. Welcome and call to order
2. Oral communications
 - Lisa Hendrickson from Avenidas spoke on behalf of a number of health and wellness groups who provide services in the community and their desire to build a state-of-the-art community center on the Cubberley site
 - An unidentified member of Good Neighbor Montessori spoke in support of keeping a Montessori at the Cubberley site
3. Approval of the October 30 meeting action notes
 - Approved
4. Debrief of the Cubberley Community Forum
 - Deputy City Manager Steve Emslie gave an update on what happened at the forum
 - CCAC member Sheri Furman said the CCAC would need a future community forum to discuss site options
 - CCAC Co-Chair Mike Cobb said the CCAC needs at least one follow-up forum that both presents site options and reaches out to a broader audience
 - CCAC member Rachel Samoff said that non-residents using the Cubberley site is not a bad thing
 - CCAC member Penny Ellson said she wished that possibilities of the site were presented at the forum in terms of what can be done with that amount of acreage
 - CCAC member Jennifer Hetterly said that she wished the forum had been a little more thought provoking

5. Further discussion of the October 17 breakout group brainstorming on Cubberley short-term scenarios
 - CCAC Co-Chair Mandy Lowell asked people to discuss the October 17 breakout group conclusions but also brought up the medium and long-term scenarios so people were aware of what some of the proposals are
 - Samoff mentioned a decision making process where the City and PAUSD work on the long-term solution during the short-term while also having a discussion about how they will share maintenance costs
 - CCAC member Susan Bailey said the Finance Committee has discussed recalculating the annual lease payments to align with the Utility Users Tax revenue trend rather than the Consumer Price Index trend and because the current lease includes things having to do with Palo Alto Community Childcare (PACC) increase the amount of space leased to PACC on elementary school sites and increase their lease payments
 - Furman said that if there is another five year lease there needs to be an agreed upon design use, CCAC member Brian Carilli agreed
 - Carilli again advocated joint use with the City maintaining a major presence at the site
 - Lowell said the scenarios indicate what was discussed not what will be decided upon
 - Bailey asked if the PAUSD can get beyond its statements that it needs the whole site and discuss joint-use or if they will be hung up on that
 - Carilli said that both the City and PAUSD work for the citizens and this citizen advisory committee should say joint-use must work
 - Cobb mentioned that some services might not have a home if joint-use occurs and what can be kept at Cubberley and what can't should be studied
 - The topic came up that an assessment of what is at Cubberley still has not been finalized but a report has been put together that's a jumping off point for a larger community needs assessment
 - It was concluded that more information is needed about what is at Cubberley such as who the renters are including long-term hourly users
 - CCAC member Bern Beecham said he thought the long-term site needs at Cubberley are too uncertain at this time to create a plan for site redevelopment nor does the CCAC have the information necessary to raise the political support for such an undertaking
 - It was requested that at the next CCAC meeting a presentation is done by Rob De Geus of Community Services on what is currently at Cubberley
 - Beecham said that until one of these buildings is taken down we do not need more space because we have enough space and on top of that Foothill Community College is leaving meaning the site meaning 20% more space will soon be available for lease to new renters
 - Beecham asked to outline a process by which the community can evaluate its community service needs

- Hetterley asked to have all conclusions for the five-year scenario listed together
6. Outline of the medium-term and long-term potential Cubberley site scenarios and requested input
 - The following five medium and long-term scenarios were discussed...
 1. Cubberley used for a comprehensive high school in the future using all 35 acres.
 2. Cubberley used for a non-comprehensive high school in the future using no more than 27 acres.
 3. City retains 8 acres (possibly in a different location on the site than currently assigned) and the PAUSD retains 27 acres with each determining their respective uses.
 4. The entire Cubberley site becomes a joint use facility.
 5. No decision about a high school is made and there is no high school use on the site for a 20-25 year time period.
 - CCAC member Jerry August asked to change number two from “non-comprehensive high school” to “high school use”
 - Lowell said that staff will be sending out a CCAC briefing book before Thanksgiving break containing further information on what each of the subcommittees has concluded and information discussing pros and cons of each of the five scenarios
 - CCAC member Ken Allen said we should change from reactive to proactive in our process
 7. Future meetings
 8. Adjournment

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 14

November 28, 2012
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Room H-1
5:30-7:30 PM

1. Welcome and call to order
2. Oral communications
 - A unidentified member of the public asked the CCAC how they can make recommendations about the future use of the site when they do not yet know the future of education
3. Approval of the November 14 meeting action notes
 - Approval postponed at the request of staff until the December 12th meeting
4. Presentation on the CCAC Action Plan Matrix by CCAC Architect John Northway
 - Prior to a discussion of the CCAC Action Plan Matrix City of Palo Alto Community Services staff member Rob De Geus made a presentation on Cubberley tenants and long-term users
 - SEE DE GUES'S ATTACHED PRESENTATION
 - Following De Gues's presentation a number of clarifying questions were asked by CCAC members
5. Presentation on the ground rules for the CCAC member small group discussions of the CCAC Action Plan Matrix
 - CCAC Co-Chair Mandy Lowell communicated that the group is to breakout into small groups and brainstorm thoughts and ideas about the CCAC Action Plan Matrix. All ideas were to be captured by the scribe of each small group and not filtered at this time

6. CCAC member small group discussions of the CCAC Action Plan Matrix including the brainstorming of issues, questions, and concerns
 - Issues, questions, and concerns raised by small group participants are captured in red with the original text in black
 - SEE ATTACHED SUMMARIES
7. Report out on the CCAC member small group discussions of the CCAC Action Plan Matrix
 - Each group presented the statements that were made during their brainstorming sessions as captured in the attached summaries
8. Future meetings
 - Deputy City Manager Steve Emslie said that due to the Christmas holiday the CCAC will be meeting December 12th & 19th instead of December 12th & 26th
 - CCAC Co-Chair Mike Cobb and CCAC member Brian Carilli said that the December 12th meeting would be held at Stanford to give the group an idea of what can be built on eight and a half acres
 - Cobb said that at the a December 19th meeting the group should be prepared to take votes on some major issues concerning their ultimate recommendations
9. Adjournment



www.danceconnectionpaloalto.com

Dear CCAC, PAUSD and City of Palo Alto Representatives,

The dance studios at Cubberley Community Center were asked to submit a description of our value to the Palo Alto community. Dance Connection is currently both a lease and hourly rental tenant, and we hope to remain in our current location in L5 and K5 (former lease) as well as L6 (hourly) as long as possible. Here are some features which highlight the uniqueness of Dance Connection in the Palo Alto Community:

- **History:** Dance Connection has been a tenant at Cubberley since 1988 --(the "oldest" dance school still remaining at Cubberley) on an hourly rental basis, and a lease tenant since 1995. We assumed a second leased space in 2005, and are hoping for a third room if one becomes available. We are renting space hourly in L6 for the maximum number of weekday rental hours, and also rent space 3 afternoons per week from Zohar, and 5 afternoons per week at Reach Fitness Center in downtown Palo Alto. Our wish would be to have a space, even a shared space at Cubberley instead of renting elsewhere.
- **Who do we serve?** 99% of our students are the youth in our community, ages 3 to 18 with a vast majority from Palo Alto.
- **What do we offer?** Dance instruction for regular classes and workshops. We bring in professional dancers and choreographers to work with our students on a regular basis. Performing opportunities for all dance students in a formal theatre. Competitive and non-competitive dance teams to perform for all community events and participate in instructional dance conventions as well as attend professional performances and events.
 1. Our DCDT (Dance Connection Dance Teams) include children who want to dance without competing. Anyone can join this dance club and be involved in extra community performances and events.
 2. Ballet Company serves our youth who love ballet. Professional choreographers visit Palo Alto to create choreography for our dancers to perform both classical and modern works.
 3. The DCPC (Dance Connection Performing Company) is a competitive, highly skilled group of serious dancers who dedicate their time to dancing. Palo Alto Dance Connection has been a top award winner at regional competitions with some students attending nationals. This is the SYTYCD (So You Think You Can Dance) of our Palo Alto Community. Though we appreciate the talent, the award that our teachers and parents most appreciate winning is the "best studio" award for friendly, polite, and respectful dancers.
- **Community Events:** Dance Connection has always been actively involved in our local community events including:
 1. May Fete Parade
 2. City of Palo Alto Toys for Kids program with an annual benefit performance from the start of DC until 2002 with Dance Connection as a large provider of new toys for our local youth including East Palo Alto and East Menlo Park as well as Palo Alto.

3. Annual Breast Cancer Benefit which has been co-sponsored by the City of Palo Alto. This will be our 11th annual benefit at the Cubberley Theatre in 2013 with all proceeds to benefit a breast cancer organization such as SF Komen for the Cure. The City has donated the theatre rental for the performance, and Dance Connection pays the theatre technical staffing and all other expenses.
 4. We are holding our 14th Annual Nutcracker Ballet at the Spangenberg Theatre. Local talent and homegrown community involvement at its finest where parents and children can perform together. Please join us!
 5. Annual Winter Showcase performance for M Company in San Jose to benefit a cancer organization or other medical foundation.
 6. Donations to all local schools and community organizations for several years. Dance Connection provides Nutcracker and other performance tickets (Cinderella, Coppelia, and Sleeping Beauty Ballets) or Summer Dance Camp scholarships to our local youth and community. DC also offers scholarships to students in financial need.
 7. Los Altos Festival of Lights Parade
 8. Any other community event. We performed at the California Avenue Farmer's Market Blossom Birth Halloween Carnival recently. A Halloween themed performance which even included Nutcracker variations in pointe shoes on the "street" stage! Next month, we will perform some Nutcracker pieces at the Fairmont Hotel for the Christmas in the Park Breakfast with Santa. When we are asked to perform for the community, we are there!
 9. Nutcracker PJ Story Time: Each year, we have a story time the Friday night before our Nutcracker performance. Free to children ages 4-8 at our studio with children wearing their pajamas to learn about the Nutcracker Ballet and see some of the characters dance and visit with them.
- Director/Founder: Cindy Ginanni, a third generation Palo Alto resident. My grandfather, Eugene Raffarin was the chef to Lucie Stern. We are honored to live in the home purchased by Aunt Lucie for my grandparents, who came from France. My husband, Mark is a teacher at Jordan Middle School along with our oldest son, Joe. Our daughter-in-law teaches at Terman Middle School. Our youngest son manages a local restaurant, and our daughter is an artist who lives in Steamboat Springs, CO. Growing up, our children enjoyed the benefits our community has to offer--including education, recreation, and arts. We hope to pass this along to the future of the Palo Alto children.
 - Goals: Palo Alto Dance Connection hopes to remain at Cubberley, and our plan is to stay until we are "kicked out." We will be happy with a 5 year lease, ecstatic with a 10 year lease, and even glad to remain month to month. Sharing space with a PAUSD or private school or a community center fits our youth-oriented values, and we welcome the opportunity to plan for the future in a positive way.

Thank you for the time you dedicate in your efforts to promote the good of the community for everyone.

Sincerely,

Cindy Ginanni

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 15

December 12, 2012
Stanford's Y2E2 Building
473, Stanford, CA 94305
Room 300
5:30-7:30 PM

1. Welcome and call to order
2. Oral communications
 - None
3. Approval of the November 14 and November 28 meeting action notes
 - Approved as amended
4. Presentation by the CCAC Facilities Subcommittee
 - CCAC Facilities Subcommittee Chair Jennifer Hetterly presented a Power Point on how co-location might work from a space perspective (ATTACHED)
 - Hetterly explained that with a redesigned site that maximizes potential efficiencies the square footage of the site can be greatly increased and, in their opinion, can meet the needs of both the City and PAUSD
 - Hetterly communicated this message by showing both current maps of the site and pie charts that show the break-down of how land at Cubberley is currently being used
 - Hetterly reiterated her subcommittee's support for underground parking
5. Presentation by the CCAC Community Needs Subcommittee
 - CCAC Community Needs Subcommittee Chair Diane Reklis presented a Power Point on the demands, services, and needs of Cubberley and its users (ATTACHED)
 - Reklis noted that demand for services will increase at all age levels as the population of Palo Alto grows
 - She does not believe that it is within the scope of the committee to determine who should be tenants and instead recommends a community services needs study done by a professional
 - Believes current programs can be maintained while allowing flexibility for future City and PAUSD site needs
 - A discussion on these two presentations by the CCAC members then occurred
 - CCAC member Brian Carilli commented that the Cubberley site, as currently designed, is extremely inefficient and with rebuilt structures could drastically increase the capacity of the site

- CCAC members agreed that other options for PAUSD school design should be explored because the land costs of Palo Alto have changed the ability of the PAUSD to construct structures in the way they have historically
 - CCAC member John Markevitch commented that just because larger structures can be built an understanding of the impact of those efficiencies should be known on the student quality of life
 - CCAC members then discussed preferences and ideas they had for a rebuilt Cubberley site specifically related to how the school structure itself might be built
 - CCAC members then discussed the impacts that action or inaction would have on the status quo and the costs associated with such action or inaction
 - Question: Can construction be done in stages?
 - The CCAC then continued their discussion of the site specially around operational efficiencies such as bicycle and pedestrian access for local residents
6. Tour of the Y2E2 building
 - The CCAC went on a tour of the building
 7. Future meetings
 - The next CCAC meeting was set for December 19th at 5:30 PM at Cubberley
 8. Adjournment

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 16

December 19, 2012
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Room H-1
5:30-7:30 PM

1. Welcome and call to order
2. Oral communications
 - Palo Alto Adult School Principal Kara Rosenberg spoke and recommended that the group ensure facilities are maintained that can support high quality programs that are broadly appealing and have sufficient parking and lighting.
3. Discussion and voting on initial Cubberley policy proposals
 - CCAC Co-Chair Mike Cobb introduced the topics that will be discussed and asked the group to keep the conversations at a high-level as much as possible

CCAC Members Present for Voting		
Susan Bailey	Penny Ellson	Jim Schmidt
Bern Beecham	Sheri Furman	Greg Tanaka
Michael Bein	Jennifer Hetterly	Lanie Wheeler
Lessa Bouchard	Claire Kirner	Jean Wilcox
Brian Carilli	Mandy Lowell	Anne Wilson
Mike Cobb	Diane Reklis	
Tom Crystal	Rachel Samoff	

- The CCAC started by discussing which of the five medium-term and long-term scenarios they should recommend

Scenarios	Summary
Scenario A	The entire Cubberley site becomes a joint / shared City / PAUSD use facility.

Scenario B	The City retains 8 acres and the PAUSD retains 27 acres with each cooperatively determining their respective uses. (In this scenario, the location of the 8 acres on the site may be changed if mutually agreed).
Scenario C	The City pursues planning for and use of its 8 acres independent of the PAUSD plans/uses for their 27 acres.
Scenario D	No decision is made about the medium-term use of the Cubberley site by the PAUSD, with the assumption that there will be no high school use for a 15 – 25 year time period (status quo). The PAUSD decision regarding the use of the site for a high school will be made at some future time, but not immediately.
Scenario E	The entire 35 acre site will eventually be returned to PAUSD uses.

- Scenarios D and E were removed from the CCAC’s list of recommended scenarios
- Members expressed strong support for Scenario A but made note of potential difficulties with it and recognized that another scenario might have to be eventually selected

Recommendation	Vote
It is the strong recommendation of the CCAC to recommend Scenario A	17-0-0

- The CCAC then discussed how to phrase a number of subsequent recommendations they felt should be made now that Scenario A had been selected as their recommended alternative

Recommendation	Vote
The City and PAUSD should renegotiate a [lease extension] option with additional conditions	17-0-0

- CCAC member Greg Tanaka arrived

Recommendation	Vote
The current covenant not to develop should be removed from a Cubberley lease extension	18-0-0

Recommendation	Vote
The current covenant not to develop should be removed from a Cubberley lease extension	18-0-0

- The CCAC acknowledged that addressing different issues independently affords them greater flexibility in their recommendations and helps to clarify their position on each issue

Recommendation	Vote
Childcare should continue to be provided at school sites and is important for the community	18-0-0

- A long discussion then ensued about pros and cons of a five-year lease versus a 10-year lease
- It was understood that it is likely major renovations on the full site would not take place for at least 10 years but many members expressed an interest in recommending a shorter lease because they felt it would encourage the City Council and School Board to act faster
- The CCAC then discussed what the best milestones would be in a revised lease to ensure that the City and PAUS proceeded with an expedited site planning process
- CCAC Co-Chair Mandy Lowell arrived

Recommendation	Vote
Operating costs should not be shared in a five year window	19-0-0

Recommendation	Vote
Facility upgrades beyond routine maintenance should be negotiated	19-0-0

- CCAC member Jim Schmidt left

Recommendation	Vote
Capital expenses in the first five years of the lease extension should be shared	15-2-1

Recommendation	Vote
A site master plan needs to be developed in the first five years [of any lease extension]	18-0-0

Recommendation	Vote
In the first five years [of any lease extension] there should be a community needs assessment with professional support	17-0-1

Recommendation	Vote
The CCAC should recommend a five year lease extension that is automatically extended to ten years if certain milestones are met	10-3-5

- The CCAC recognized that the 10-3-5 vote on the lease extension term described above was not sufficient for their final report and would need to be revisited
4. Future meetings
 - City of Palo Alto Deputy City Manager Steve Emslie and Cobb informed the CCAC that they should be prepared to meet weekly until the end of February following New Years
 5. Adjournment

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 17

January 9, 2013
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Room H-1
5:30-7:30 PM

1. Welcome and call to order
2. Oral communications
 - None
3. Approval of the December 12 and December 19 meeting action notes
 - Approved
4. Continued discussion and voting on initial Cubberley policy proposals
 - CCAC Co-Chair Mike Cobb introduced the topics that will be discussed and asked the CCAC to work towards getting through as many policy recommendation votes as possible. He reminded the CCAC that there did not appear to be a consensus recommendation from the last meeting on whether the CCAC should recommend a five or a ten-year lease and his hope is that they would be able to reach a consensus on that issue tonight.

CCAC Members Present for Voting		
Ken Allen	Mike Cobb	Diane Reklis
Jerry August	Tom Crystal	Rachel Samoff
Susan Bailey	Penny Ellson	Jim Schmidt
Bern Beecham	Jennifer Hetterly	Lanie Wheeler
Michael Bein	Claire Kirner	Jean Wilcox
Lessa Bouchard	Mandy Lowell	Anne Wilson
Brian Carilli	John Markevitch	

- It was discussed that an MOU should guide the creation of a master plan for the site and that ultimately the MOU might go through multiple iterations but there needs to be an initial agreement to get the process started. It's important an MOU come before a master plan is created.
- It was agreed that a community needs assessment should also be developed at the same time as the master plan.

Recommendation	Vote
As a condition of any lease extension or renewal, an MOU shall be developed within one year of its execution that determines how a community needs assessment and master plan will be developed within five years.	19-0-0

- Ken Allen arrived
- The CCAC discussed the role that expanded joint-use of existing facilities should have in a lease extension and it was agreed upon that this is important for the City and PAUSD to explore because it is reflective of their willingness to work together which is important to the CCAC.
- It was then discussed and agreed upon that this is a general, free-standing recommendation that is not intended to be included in a lease extension.

Recommendation	Vote
The City and PAUSD shall explore the possibility of expanding City/PAUSD joint-use agreement models including the expansion of joint-use at City and PAUSD facilities.	20-0-0

- It was discussed that improvements to Cubberley shall be identified that can serve most, if not all, current and potential site uses but funding and implementation methods do not have to be identified within the one-year horizon.

Recommendation	Vote
As a condition of any lease extension or renewal, within one year of its execution near term improvements to Cubberley shall be identified that can serve most, if not all, current and potential site uses (example: restrooms for playing fields).	20-0-0

- It was conveyed that there is currently a review process in place that is used by the City for who gets space when it becomes available at Cubberley.
- It was clarified that the group is OK with things being terms of the lease that have not yet been completed (example: a mandate to enter into a MOU can be in a lease even if the referenced MOU has not been drafted).
- It was clarified that some of these recommendations are recommended as conditions of agreements not agreements themselves.

Recommendation	Vote
Any new leasing of the space should be done so in the context of the developing MOU, community needs assessment, and revised master plan.	20-0-0

- It was generally agreed that funding site improvements at Cubberley is not compatible with a 2014 bond measure because of time constraints and general uncertainties surrounding the project.
- It was proposed that some near-term Cubberley needs be considered for inclusion in a 2014 bond measure; however, it was ultimately agreed upon that logistically that would not work because bonds can only pay for “bricks and mortar,” not analysis, and at this time further analysis is what’s needed.

Recommendation	Vote
A long-term master plan for Cubberley should not be part of a 2014 ballot measure.	20-0-0

- The CCAC discussed the pros and cons of a five-year versus a ten-year lease but once again the group was not able to reach a consensus on which alternative they should recommend.
- For the sake of future conversations a straw vote was taken of the CCAC of which alternative they favor and the results are presented below but not all CCAC members present voted.

Straw Vote	Vote
5 year lease	8 In favor

Straw Vote	Vote
10 year lease	9 In Favor

5. Update and discussion regarding the next CCAC Community Forum
 - It was stated that the next CCAC forum would be Thursday, January 24th at 7:30 PM in the Cubberley Theater.
6. Future meetings
 - The next CCAC meeting is Wednesday, January 16th at 5:30 PM
7. Adjournment

Cubberley Community Advisory Committee (CCAC)

DRAFT Action Notes

Meeting # 18

January 16, 2013
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Theater
5:30-7:30 PM

1. Welcome and call to order
2. Oral communications
 - None
3. Approval of the January 9 meeting action notes
 - Approved as amended
4. Continued discussion and voting on initial Cubberley policy proposals
 - CCAC Co-Chair Mandy Lowell introduced the agenda item and led the continued discussion on this item

CCAC Members Present for Voting		
Susan Bailey	Jennifer Hetterly	Jean Wilcox
Bern Beecham	Claire Kirner	Anne Wilson
Lessa Bouchard	Mandy Lowell	
Brian Carilli	Diane Reklis	
Mike Cobb	Rachel Samoff	
Tom Crystal	Jim Schmidt	
Penny Ellson	Lanie Wheeler	

- Group decided that talking about a five-year versus a ten-year lease cannot be a stand alone discussion and must be done in the context of the parameters that would be associated with either lease alternative
- CCAC School Needs Subcommittee Chair Bern Beecham suggested that the group discuss what they want the lease to accomplish instead of just the length of the term (since that seems to be causing the group trouble)
- City of Palo Alto Community Services Division Manager Rob de Geus said it would take at least one to two years for a community needs assessment to be completed
- The group then had a discussion of the benefits of a ten-year lease and the opportunities that would present

- It was communicated that currently City Manager Jim Keene has the authority to enter into up-to a five-year leases at Cubberley without City Council approval

Straw Vote	Vote
Recommend a 10-year lease with a reopener clause at year 5 if certain criteria are not met	6-10-0

Straw Vote	Vote
Recommend a 5-year lease with an additional 5-year option that is executed with mutual consent	10-6-0

- Throughout the course of the conversation recommendations came up that were generally agreed upon with no discussion necessary. Those items are captured in the list below:

Items of Consensus with a 5-Year or 10-Year Lease
Criteria must be established that forces policymakers to make real progress on Cubberley within the first five years
A MOU and site master must be a part of any lease extension
Consistent with Cubberley rental policies, income should be maximized
Funding for maintenance or redevelopment needs to be determined within the first five years

- Lessa Bouchard left
- Penny Ellson left
- A discussion then occurred around site governance and the fact that drafting and entering into all of the referenced agreements (MOU, site master plan, etc.) will require a policy making structure to be in place

Recommendation	Vote
The City and PAUSD should further investigate alternative forms of governance and determine a governance structure for joint use of Cubberley	14-0-0

- Rachel Samoff left
- The group then had a discussion of whether or not moving forward with joint-use excludes the City from building a facility on its 8-acres before the PAUSD builds something

- Then a number of comments were made that the City moving forward with construction on its own 8-acres is not what is intended by recommending joint-use and that the full 35-acre site should be developed in unison
- Jim Schmidt left

Recommendation	Vote
Phased construction should occur consistent with the MOU and site master plan to minimize disruption to existing users	11-0-1

5. Update and discussion regarding the next CCAC Community Forum
 - Information about the next CCAC forum on January 24th was provided
6. Future meeting
 - Next CCAC meeting is Wednesday, January 30th
7. Adjournment

Cubberley Community Advisory Committee (CCAC)

DRAFT Action Notes

Meeting # 19

January 30, 2013
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Theater
5:30-7:30 PM

1. Welcome and call to order
2. Oral communications
 - None
3. Approval of the January 16 meeting action notes
 - Approved
4. Community Needs Subcommittee presentation on how to select future Cubberley tenants when space becomes available
 - Presentation was made by Community Needs Subcommittee Chair Diane Reklis
 - SEE ATTACHED POWER POINT
 - CCAC members had a conversation about the pros and cons of this methodology
 - CCAC member Penny Ellson asked if the presented selection criteria would be helpful to policymakers.
 - Multiple CCAC members asked if it would be possible to really quantify all tenants in this way
 - CCAC members recognized that the process for selecting new tenants was difficult but did not believe that the presented methodology would be that easy to implement and had concerns about being able to accurately quantify the applicants in the manner presented

5. Continued discussion and voting on initial Cubberley policy proposals

CCAC Members Present for Voting		
Ken Allen	Tom Crystal	Diane Reklis
Susan Bailey	Penny Ellson	Jim Schmidt
Bern Beecham	Sheri Furman	Lanie Wheeler
Michael Bein	Jennifer Hetterly	Jean Wilcox
Lessa Bouchard	Claire Kirner	Anne Wilson
Brian Carilli	Mandy Lowell	
Mike Cobb	John Markevitch	

- Susan Bailey left
- Question # 1 Discussed: Should the CCAC recommend the inclusion of the next five-years of deferred maintenance costs in a 2014 bond measure?
- Group discussed pros and cons of going out for such funds and whether or not it should be limited to the first five years
- Based on the direction of the conversation by the group, Deputy City Manager Steve Emslie proposed wording the following recommendation as follows:

Recommendation	Vote
The CCAC recommends the City Council include in a 2014 bond measure the flexibility to include capital improvements necessary to maintain building life for 10 years at Cubberley	18-0-0

- Lessa Bouchard left
- Question # 2 Discussed: Given the flattening and potential decline in UUT revenues, should the new lease continue to include an automatic CPI inflator?
- CCAC members decided not to vote on this
- Question # 3 Discussed: In the new lease, should PAUSD contribute to the cost of ongoing maintenance and routine repairs?
- CCAC members decided not to vote on this
- Question # 4 Discussed: There have been \$18 M of capital improvements which have been identified to extend the life of the buildings for 25 years (\$10 M on PAUSD owned buildings; \$8 M on City owned buildings). Funding for these improvements has not been identified. Should the costs be shared between the City and PAUSD?
- By way of the vote on Question # 1 the CCAC decided there will not be a vote on Question # 4
- Question # 5 Discussed: What should the CCAC recommend occur in the event that the City and PAUSD are not able to successfully accomplish the task that will be outlined for them to complete in the first five years of a lease extension?
- CCAC members decided not to make a recommendation on this

- CCAC members then had a discussion about a recommendation made on December 19, 2012 that ended in a 10-3-5 vote and how by changing the categorization of the vote they would be able to more accurately reflect the tone of the conversation that night. From that conversation they came up with the following recommendation:

Recommendation	Vote
Change the recommendation made on December 19, 2012 that reads "The CCAC should recommend a five year lease extension that is automatically extended to ten years if certain milestones are met" from a recommendation to a straw vote	17-0-0

- It was also requested and agreed upon that the dates of any policy recommendation votes should be added to any record of them
6. Discussion of the CCAC final report outline
 - Finance Subcommittee reported they are on their second to last draft
 - School Needs subcommittee reported they are almost done with their report
 - Finance Subcommittee reported they are basically done with their report but might need to clean it up slightly
 - Community Needs Subcommittee is down to the final revisions of their report
 7. Discussion of how the CCAC will present its final report and findings
 - Co-Chair Mike Cobb reported his plan for presenting the CCAC's findings, the main element of which is holding a joint, public meeting in early March with the City Council and School Board at Cubberley
 - The CCAC was agreeable to this and staff will poll the policymakers for that joint session
 8. Future meetings
 - Next meeting is Wednesday, February 13, 2013 at 5:30 PM
 9. Adjournment

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 20

February 13, 2013
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Room H-1
5:30-7:30 PM

1. Welcome and call to order
2. Oral communications
 - None
3. Approval of the January 30 meeting action notes
 - Approved
4. Update and discussion on the February 7, 2013 CPAC meeting
 - Co-Chair Mike Cobb conveyed the message that he felt he received from Mayor Scharff that the CCAC's recommendations don't seem to be specific enough
 - School Needs Subcommittee Chair Bern Beecham brought up the concern that some members of the CPAC expressed that the CCAC's current recommendations seem to be "kicking the can down the road"
 - Finance Subcommittee Chair Lanie Wheeler conveyed that the three City Council members of the CPAC expressed some concern that the CCAC was not making a recommendation of what the City should do with their eight acres on its own in the event that joint-use doesn't work out
 - Co-Chair Mandy Lowell conveyed that the CPAC might need clarification on the term joint-use and what is meant by that.
 - Does the CCAC really mean integrated use or do they mean joint-use?
 - Beecham also conveyed the message that some members of the CPAC want to use citizen volunteers and not consultants to do the next round of work the CCAC is recommending
 - Cobb noted that because of this the CCAC needs to make the case for what professionals bring to the table
5. Presentation and discussion of the Facilities Subcommittee and School Needs Subcommittee draft final reports

- Beecham started by going through the draft School Needs Subcommittee final report
 - Beecham noted his group did not try to dispute the projections of the PAUSD demographer
 - Beecham noted the uncertainty surrounding ABAG and how it could impact both school enrollment and the overall City population
 - Beecham reiterated the main drivers of enrollment increases are the economy and housing growth along with the sustained quality of the PAUSD schools
 - As long as those stay somewhat stable over time the projections are fine for the most part
 - Beecham is happy to take input on how he can clarify any recommendations the School Needs Subcommittee is making and why
 - Facilities Subcommittee Chair Jennifer Hetterly then went through the draft Facilities Subcommittee final report
 - The CCAC went over again the issues that have arisen with joint-use and the implications they have related to future facilities and a joint-use master plan
 - CCAC decided not to make changes to the report as drafted and keep the recommendations general in nature as they currently are
 - CCAC member Brian Carilli reminded the CCAC that five years is a long time in a lot of instances but not in long term, joint-use planning such as this
6. Presentation and discussion of what is meant by joint-use
- CCAC clarified that their vision is for true joint-use of the buildings with PAUSD and the rest of the community using the same buildings at different times
 - Deputy City Manager Steve Emslie reiterated the comments he had heard about people being concerned with the general public using buildings with school students so what joint-use specifically means needs to be clarified
7. Discussion of next steps and the final report review process
- Joint City Council/PAUSD forum where the CCAC will present their findings will be scheduled for early to mid-March
 - The final report will be distributed one week in advance
8. Future meetings
- Next meeting: Wednesday, February 20
9. Adjournment

Cubberley Community Advisory Committee (CCAC)

Action Notes

Meeting # 21

February 20, 2013
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Cubberley Theater
5:30 PM

1. Welcome and call to order
2. Oral communications
 - None
3. Approval of the February 13 meeting action notes
 - Approved as amended to clarify CCAC School Needs Subcommittee Chair Bern Beecham's statement on ABAG changes
4. Presentation and discussion of the Finance Subcommittee and Community Needs Subcommittee draft final reports
 - CCAC Finance Subcommittee Chair Lanie Wheeler presented the draft Finance Subcommittee final report
 - Wheeler gave an overview of their draft final report and the major recommendations in it
 - Wheeler answered questions about their draft recommendation 4.3: "One Time Re-Development of Cubberley" and how that process would go
 - CCAC members clarified that a clear figure on what it will cost to construct a joint-use facility would be helpful at this time, and will be necessary in the future, but currently one does not exist so only ranges of what those costs might be should be presented
 - CCAC Finance Subcommittee member Susan Bailey and Wheeler explained how a joint-use facility could be bonded through a vote that only requires the 55% vote threshold (versus the two-thirds vote threshold) if it is done through the PAUSD
 - CCAC Finance Subcommittee member Anne Wilson in response to CCAC member concerns agreed to add line items to draft recommendation 4.3: "One Time Re-Development of Cubberley" to clarify the costs associated with a Cubberley joint-use rebuild
 - CCAC Community Needs Subcommittee Chair Diane Reklis presented the draft Community Needs Subcommittee final report

- CCAC members had a discussion on the proposed community needs assessment and how both the City and the PAUSD would be involved in that
 - CCAC members concluded that the City and PAUSD should work on the community needs assessment cooperatively from the beginning
 - CCAC members also agreed that professionals were needed for the community needs assessment and the site programing they are recommending
 - CCAC members agreed they are not qualified to do, or capable of doing, these tasks themselves as the CPAC has suggested because of the magnitude of the scope of work
 - Community Needs Subcommittee reminded the CCAC that the City and PAUSD have worked together for a while at school sites by having City childcare on elementary school sites
5. Discussion of next steps
- CCAC final report is due to the printer on Friday, March 8
 - CCAC final report will be distributed on Wednesday, March 13
 - CCAC final report forum is likely to be Wednesday, March 20
6. Future meetings
- Next meeting will be Thursday, February 28th instead of Wednesday, February 27th because the State of the City speech is February 27th
 - The meeting will start at 5:30 PM and will not have an end time to ensure are necessary issues are resolved
7. Adjournment

Cubberley Community Advisory Committee (CCAC)

DRAFT Action Notes

(Will stay draft as these are the action notes from the last meeting so they can't be approved)

Meeting # 22

February 28, 2013
Cubberley Community Center
4000 Middlefield Road, Palo Alto, CA 94303
Cubberley Theater
5:30 PM

1. Welcome and call to order
2. Oral communications
 - None
3. Approval of the February 20 meeting action notes
4. Presentation and discussion of the draft CCAC Final Report Problems & Solutions summary document
 - CCAC discussed a number of edits they wanted made to the CCAC Problems & Solutions summary document
 - CCAC decided to call it the Opportunities & Solutions document in the final report instead of the CCAC Problems & Solutions summary document
 - CCAC member Penny Ellson requested there be a history of Cubberley up front that lays out a lot of the big picture issues and facts that are the basis for the CCAC's conclusions
 - City of Palo Alto Deputy City Manager Steve Emslie recommended an expanded history based on what is currently described in the document
 - Ellson also requested a greater emphasis on site accessibility occur in the document
 - CCAC School Needs Subcommittee Chair Bern Beecham suggested that who owns which acres at Cubberley should be clarified in the document
 - CCAC member Brian Carilli reiterated "the owners are the public"
 - CCAC Facilities Subcommittee Chair Jennifer Hetterly raised the issue of when the property will be taken back under School District control versus when a new high school will open

- Beecham stated he felt there was a bias in the document towards the City in the tone of what was written and the editor should work to change that
 - The group agreed a bias was not intended
- CCAC agreed to strengthen the point that what is needed is the best solution for the community as a whole not for just the City or the School District
- CCAC continued talking through each page of the draft CCAC Final Report Problems & Solutions summary document making changes as they went
- Beecham stated that \$7 M would be equally painful a loss for the School District as it would be for the City
- Prior to the end of the meeting Hetterly moved, seconded by Ellson, that the City should not relinquish ownership of its 8 acres on the Cubberley site

CCAC Members Present for Voting		
Jerry August	Penny Ellson	Rachel Samoff
Bern Beecham	Sheri Furman	Jim Schmidt
Lessa Bouchard	Jennifer Hetterly	Lanie Wheeler
Brian Carilli	Claire Kirner	Jean Wilcox
Mike Cobb	Mandy Lowell	Anne Wilson
Tom Crystal	Diane Reklis	

Recommendation	Vote
The City should not relinquish ownership of its 8 acres	13-4-0

5. Discussion of next steps
 - CCAC decided they did not need to meet again
 - CCAC agreed that all edits could be incorporated by the report editor
CCAC Co-Chair Mike Cobb
6. Future meetings
 - None
7. Adjournment

Cubberley Master Plan

See Amendment
in the Appendix,
page 55.

CUBBERLEY CONCEPTUAL MASTER PLAN

All references to the Cubberley Master Plan within this document shall be understood to be the Cubberley Conceptual Master Plan.

JANUARY 30, 1991

Changes have been made to the original document to reflect City Council actions taken at their May 6, 1991 meeting. Copies of the City Council Meeting Minutes and the Alternate Field Design layout have been included in the Appendix. Specific revisions make reference to the eight points of the main motion, four findings and three conditions which begin on page 66-162 of the May 6, 1991 City Council Meeting Minutes. See the Appendix, page 55.

Changes in text and references are designated with a screened background. Changes in graphics are outlined with a dashed border.

This report is organized in five distinct sections and each page of each section is identified by symbol in the upper right hand corner for reference purposes.

B Background: This section briefly summarizes the lease of the Cubberley site by the City of Palo Alto, project objectives for the proposed Community Center and a description of the public input process.

EC Existing Conditions: This section describes the existing site location, buildings, parking and circulation, athletic fields and landscaping. In addition, existing tenants and their locations as of June 30, 1990 are noted.

MP Master Plan: This section sets forth a vision of what the Cubberley site could become in the future. A building program is described based on the Neighborhood Concept. Individual projects are also described with associated construction costs.

RI Recommended Implementation: This section makes recommendations as to which projects in the Master Plan will be initially implemented and describes proposed location of tenants.

A Appendix: The Appendix contains supporting documentation for the report including sample questionnaires distributed to the public and their summaries, existing and proposed tenant schedules, analyses of off-street parking requirements and estimates of probable construction cost.

CONTENTS

GRAPHICS

1	BACKGROUND	5	VICINITY MAP
	Cubberley Lease	6	AERIAL PHOTOGRAPH
	Project Objectives	7	EXISTING SITE PLAN
	Public Input	10	EXISTING SITE TENANT LOCATION
5	EXISTING CONDITIONS	11	MASTER PLAN SITE PLAN
	Site Location	14	MASTER PLAN TENANT LOCATION
	Site Description	16	BUILDINGS D,E, AND F COURTYARDS
	Tenants	16	BUILDING L
12	MASTER PLAN	18	CENTRAL COURTYARD
	Program: The Neighborhood Concept	19	LANDSCAPE STRUCTURES
	Master Plan Description	19	COVERED WALKWAYS
24	RECOMMENDED IMPLEMENTATION	19	SWIMMING POOL
	Recommended Priorities	21	MASTER PLAN SITE PLAN/PARKING PLAN
	Neighborhoods	23	IMPLEMENTATION SITE PLAN
30	APPENDIX	26	IMPLEMENTATION SITE PLAN/PARKING PLAN
	Questionnaires	28	IMPLEMENTATION PLAN TENANT LOCATION
	Tenant Schedules	60	Approved Alternate Field Design
	Off-street Parking Requirements		See Condition #3 in the Appendix, page 56.
	Estimates of Probable Construction Cost		
	Minutes of the May 6, 1991 City Council Meeting		
	Approved Alternate Field Design		

See Condition #3 in the Appendix, page 56.

Also see Approved Alternate Field Design in the Appendix, page 60.

BACKGROUND CUBBERLEY LEASE

In 1987, it was proposed that the City of Palo Alto lease surplus school sites from the Palo Alto Unified School District. Such a lease was to accomplish two goals: to preserve in public hands the open space and buildings of the surplus school sites and to help alleviate the School District's financial problems. In November 1987, a comprehensive financial package for a utility users' tax was placed on the ballot and was approved by a majority of the voters. It was anticipated that the tax revenues would be used for a variety of purposes including repair of sidewalks, street improvements and lease payments to the School District. With funds provided for by the utility users tax, a lease was signed allowing the City of Palo Alto to take over operations of Jordan School and Jane Lathrop Stanford School sites. In May 1989, the Palo Alto Unified School District determined that it would reoccupy these two sites and would substitute the Cubberley High School site in the lease. In January 1990, the City of Palo Alto assumed occupancy of the Cubberley High School site located at 4000 Middlefield Road in Palo Alto.

To proceed with the City's anticipated occupancy of the Cubberley High School site, it was necessary to perform a site condition survey as required under the terms of the lease. CSS Associates Architects was authorized in June, 1989 to conduct the required survey of the Cubberley site. The report, Site Condition Survey of Ellwood P. Cubberley High School completed in September 1989, evaluated the general condition of existing buildings and related systems but did not evaluate landscaping, athletic fields or the parking lots in any depth.

The survey covered the following areas:

- General condition of the buildings from physical and cosmetic standpoints.
- Analysis of mechanical and electrical systems.
- Safety and fire code conformance.
- Architectural barrier code conformance.

- Swimming pool and related equipment.
- Statement regarding seismic conditions, fire sprinklers and sound barriers for future reference.
- The status of asbestos containment and control.

The improvements identified by CSS Associates Architects in these seven areas were divided by building into three categories: (1) code, (2) condition, and (3) interior repair. Code improvements included fire and life safety and handicapped access deficiencies. Condition improvements included maintenance items required to make the facility's mechanical and electrical systems function properly and reliably. Such improvements included reroofing, exterior painting, insulation and door replacement. Interior repairs encompassed painting, replacement of ceiling tiles, floor finishes, replacement or renovation of interior equipment and fixtures.

The condition assessment by CSS Associates Architects was the first step in the planning process. Following the completion of the this study, the City of Palo Alto contracted with Spencer Associates, Architects & Planners to prepare a Master Plan for the Cubberley site. The following report summarizes an eight month public input and design process and recommendations for the development of the Cubberley site.

PROJECT OBJECTIVES

The primary objective of this project is to develop an attractive and well functioning community center at the Cubberley site that meets a broad range of public needs.

This objective is being achieved by the development of this Master Plan consisting of the following phases:

- (1) **Programming Phase:** Spencer Associates and staff members of the City of Palo Alto have conducted a series of workshops to identify, review and refine community program needs. This has involved members of community music, art, and dance groups, athletic field users, neighborhood representatives, current tenants and hourly users, Foothill College Staff and City Staff.
- (2) **Draft Master Plan Phase:** Based upon the program needs, several conceptual site plans have been developed. These have been reviewed and refined through the community workshop process.
- (3) **Final Master Plan Phase:** In this stage the Draft Master Plan has been refined and a detailed cost estimate has been prepared.

Following the Palo Alto City Council approval of the Cubberley Master Plan, a consultant will be retained to prepare preliminary design documents for both buildings and site development based on the broad concepts presented in the Master Plan. The Master Plan is intended to present conceptual guidelines in the development of the Cubberley site. It is expected that changes will occur as the Master Plan is implemented.

Following this, construction documents will be prepared, which will finalize the details of buildings and site design and tenant location. Finally, projects will be put out to bid as funding is available, general contractors will be selected and construction of the projects will progress.

PUBLIC INPUT

As a first step in the process, a program for the use of the Cubberley site was developed. Information for determining the program was collected from the public at several times through several different means. A series of site use objectives were then developed which list and discuss the preferred uses of the Cubberley site. The Master Plan was developed in response to these objectives. The result is a plan which allocates space and funding to provide for optimum benefit to the community as a whole.

Throughout the public input process, the public response was generally positive. The neighbors, current users and potential users of Cubberley were supportive of the objectives the City of Palo Alto had for the site and as a group were pleased to be involved in the process of shaping the future of Cubberley. The community had concerns about preserving the track, trees and open space and limiting the amount of space reserved for parking lots.

PUBLIC MEETINGS

A series of six meetings were held, each of which was publicized in the Times Tribune and the Palo Alto Weekly. Neighbors and current tenants of the facility were notified by mail of the meetings.

Meeting 1

The first meeting was composed of four separate, smaller meetings, held on February 6 and 7, 1990, with different potential user groups: the arts, neighbors, existing long term tenants, and hourly users (including athletics, ballroom dance groups, and musical and theatrical groups). During the first meeting, the public was briefed on the process and were encouraged to "dream" about the potential uses and vision of Cubberley High School. 104 people attended this first series of meetings.

At the end of the meetings, the following major points were confirmed:

- The neighborhood and current and future users are supportive of the City's objectives for the Cubberley site.
- Sustained public demand and support continues for current site uses, including Athletics, Childcare, Education (primarily Foothill College), Music and Theater Performance, Non-Profit/Community Work, and various Recreational Activities (most notably, Social Dance and aerobics programs).
- Demand for new site uses of Dance and Visual Art is high.
- Current parking of 715 spaces is insufficient.
- Athletic fields should be maximized.
- Aesthetics of the site need improvement.

Meeting 2

On March 13, the second public meeting was held and over 125 people were in attendance. At that meeting, the community reviewed the design concepts, including a series of "dream alternatives", that were prepared in response to the proposed improvement and service ideas that were provided by the community at the first public meeting. From this meeting, the following major points were concluded:

- Additional parking must be provided, even if this requires a parking structure. However, the 1300 spaces estimated to be required by code seemed excessive. The community asked staff to investigate methods to reduce the impact of this requirement on the site. Suggested alternatives included shuttles, use of the neighboring shopping center lot, and improved efficiency of existing lots. Parking, however provided, should be close to structures.
- Similar site uses should be grouped together on the site in programmatic neighborhoods.
- Athletic fields must be maximized and should not be sacrificed to accommodate additional parking.
- A swimming pool would be a wonderful addition.
- Landscaping should be brought into the building area, if economically feasible.

- Additional structure should be provided for expansion.
- Two story structures are acceptable.
- Building improvement and expansion should be a higher priority than landscaping and parking structures.

Following the March 13 meeting, an initial discussion was held to focus on potential costs. The previous dream concepts were roughly estimated to be in the range of \$10 to \$25 million. Reviewing the potential revenues available from the Utility Users Tax over the initial ten year period, it was determined that a figure of \$9 million should be used as a guideline for creating a design. (This \$9 million includes approximately \$3 million of code and condition work, as recommended in the study by CSS Associates Architects.) Based on this concept, it was decided that a parking structure and several other proposed structures would be prohibitively expensive. In response to this, a new plan was prepared that primarily involved remodeling and expanding the existing structures.

Meeting 3

This remodeling plan was presented at the Standing Committee for Arts and Culture Annual Forum on March 31, 1990 and at a community meeting at Cubberley on April 3, 1990. At the April 3, 1990 meeting, the design concepts were examined and a number of questions were raised concerning parking, trees, landscaping, and space allocation. Following are the major points raised by those in attendance:

- With 1074 parking spaces proposed, on site parking should be further reduced. People should be discouraged from bringing their cars. Alternative off site parking options should be pursued.
- The basic design and use patterns for the structures were well received.
- Athletic fields should be maximized.
- Relocate the proposed site for the tennis courts.

Based on this community response and further analysis of the alternatives, a modified Plan B with the retention of the track was selected as the most appropriate for Palo Alto. This plan is the basis for this proposed Master Plan.

Meeting 6

A sixth and final public meeting was held on September 11, 1990 to inform the public of the time schedule and present the proposed Master Plan and Implementation Plan.

QUESTIONNAIRES

In conjunction with public meetings, the public was encouraged to respond in writing. After the first public meeting, 91 responded to the lengthy questionnaire, and 56 responded to the abbreviated questionnaire placed in the Palo Alto Weekly. Over the course of the process, over 250 written responses were received, including many thoughtful and lengthy letters. A high percentage of responses and requests for space came from the Ballroom Dance Groups, Educational Group, Visual Artists, and Fine Art Dancers. The responses from the questionnaires reinforced the information gathered during the public meetings. A summary of responses was prepared by Palo Alto City Staff and is included in the appendix with samples of each of the questionnaires.

Meeting 4

Following the third meeting, the proposed plan was modified to respond to the community's concerns. This revised plan was presented to the community for final review on Thursday, April 26, 1990. More than 200 people were in attendance, with the majority attending for the first time. Since the prior meeting, a group of people became upset that the traditional 440 yard running track was being replaced with a perimeter running/par course and attended the meeting to save the track. With a petition with over 600 signatures in hand, they demanded a commitment to change the plan that very evening. The alternative presented that evening which recommended the removal of the track had been developed by staff to more efficiently use the athletic fields and create some additional playing fields that are needed to meet the ever-increasing demand for such space. A commitment was made to modify the plan to include the track and delete the perimeter running/par course. This group also wanted the bleachers retained and City Staff stated that this was subject to safety analysis. The demands for retaining the track dominated the meeting; there were no other recommended changes except those required by the reconfigured athletic fields.

Meeting 5

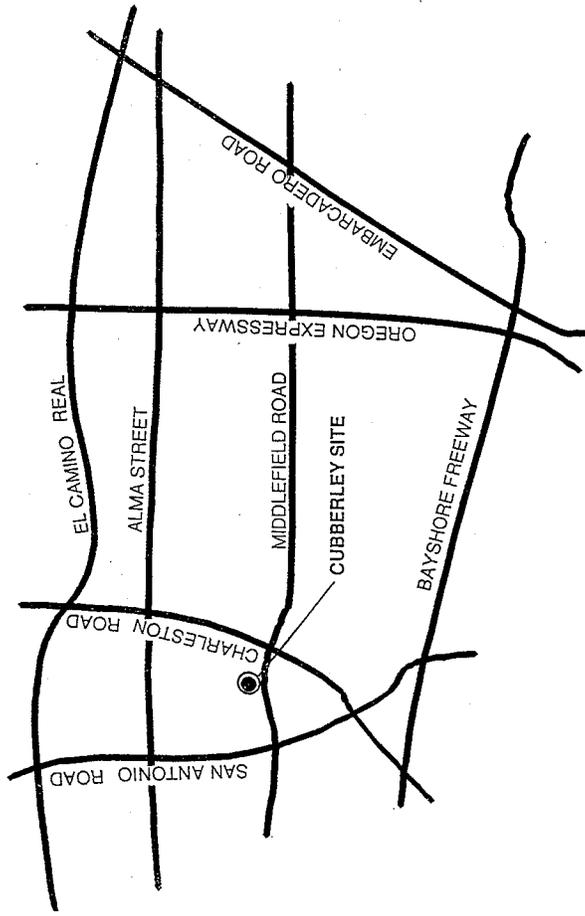
A fifth public meeting was held on Wednesday, June 20, 1990 to inform the public of the intention of City Staff to proceed to the Planning Commission, Architectural Review Board, and the Palo Alto City Council with two plans instead of the anticipated one. Plan A features the plan originally presented to the public on April 26. Plan B reflects the comments of April 26 in its retention of the 440 yard track.

A portion of those attending voiced their support of Plan B. It was also suggested that Cubberley be left intact and that the site should be used without any renovations.

EXISTING CONDITIONS SITE LOCATION

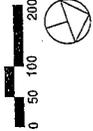
The Cubberley site is located at 4000 Middlefield Road in Palo Alto. It is bounded by Middlefield Road, a busy arterial, and a residential neighborhood to the north; the Charleston Shopping Center, single family residences and Charleston Road to the west; Nelson Drive and the Greenmeadow neighborhood to the south; and the Greendell Elementary School, single family residences and San Antonio Road to the east.

Vehicular access to the site is located at three points along Middlefield Road with the primary entry at the intersection of Middlefield Road and Montrose Avenue. Although two gated entries exist off of Nelson Drive on the south side of the site, these are used for emergency access only. No vehicular access to the site is possible along the east and west boundaries.

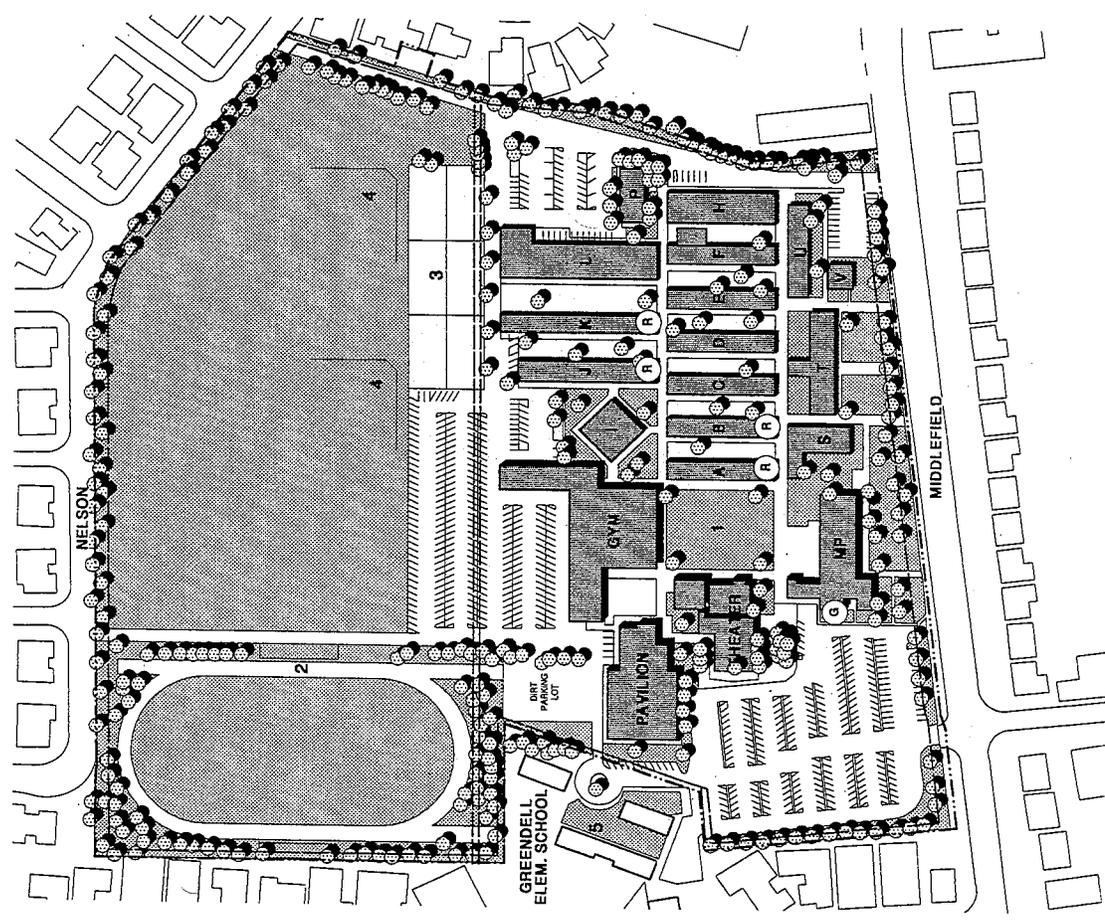


NO SCALE

CUBBERLEY
VICINITY MAP



CUBBERLEY
AERIAL PHOTOGRAPH
7-9-90



LEGEND

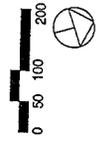
- BOUNDARIES/SETBACKS**
- PROPERTY LINE
 - SETBACK LINE
 - UTILITY EASEMENT

- SITE FACILITIES**
- EXISTING BUILDINGS
 - ATHLETIC FIELDS & LANDSCAPE
 - VEHICULAR & PEDESTRIAN CIRCULATION
 - 1 CENTRAL COURTYARD
 - 2 TRACK
 - 3 TENNIS COURTS
 - 4 SOFTBALL FIELD
 - 5 GREENDELL ELEMENTARY SCHOOL DROP-OFF
 - R PUBLIC RESTROOMS
 - G GARBAGE COLLECTION

AREA SUMMARY

	TOTAL BLDG. AREA (SF)	SITE COVERAGE (SF)
BUILDINGS	181,989	170,540
LANDSCAPE		167,500
PEDESTRIAN		187,490
VEHICULAR (715 SPACES)		325,000
ATHLETIC FIELDS		694,500
TOTAL		1,545,030

CUBBERLEY
EXISTING SITE PLAN



SITE DESCRIPTION

The Cubberley site is comprised of 1,545,030 square feet (35.45 acres), divided as follows:

BUILDINGS

The Cubberley site presently has 22 buildings with a collective area of 181,989 square feet. Buildings include 3 gymnasiums (Pavilion, Gyms A and B), a theater and music building (M), a multi-purpose building (MP), an administrative building (I), and 15 classroom buildings (A, B, C, D, E, F, FH, H, J, K, L, P, S, T, U, V), including some workshops and art labs. Many of the classroom buildings have been modified to accommodate the needs of present tenants.

PARKING AND CIRCULATION

Existing off-street parking comprises approximately 325,000 square feet of paved areas providing 715 parking spaces. Parking areas are situated on the east, south and west sides of the buildings. Street parking is permitted on Middlefield Road on the north side of the site and occurs on Nelson bordering the south side of the site to support the use of the athletic fields. In addition, automobiles park informally among the trees bordering the west side of the site and the Charleston Shopping Center parking lot is utilized by visitors during peak hours of activity.

An analysis of the City of Palo Alto's "Off-Street Parking and Loading Regulations" included in the Appendix indicates that a total of 1,178 parking spaces are required based on the existing use of the site. An analysis of actual parking needs at peak hours of activity (see Parking and Circulation, page 20) is less but still causes congestion during weekday evening hours.

The existing site is accessed by automobiles from entry driveways located at the northeast and northwest corners of the site. Vehicular circulation is generally one-way around the east, south and west sides of the buildings. This is due to two restricted points of circulation which include a one-way road on the south side of the Pavilion connecting front and rear parking lots and a one-way road located between the south side of Buildings J, K, and L and the existing tennis courts. Both areas have created hazardous situations for pedestrian and vehicular circulation.

ATHLETIC FIELDS

Occupying 694,500 square feet, the athletic fields are located on the south end of the Cubberley site, bordering Nelson Drive. Playing fields include two softball diamonds (one recently converted from a baseball diamond (4)) and overlapping soccer fields. A 440 yard running track (2) with accompanying bleachers and an infield used for soccer (9) and rugby is located on the east end of the fields. Six tennis courts (3) are located behind Buildings J and K. A par course with exercise stations is located at the perimeter of the athletic fields. The softball and soccer fields are used for numerous formal and informal games by both youth and adult leagues. The track, in need of repair, is used by individuals in the neighborhood and for one Foothill walking class. The tennis courts are also used by neighbors, the Palo Alto Tennis Club, and Foothill classes.

LANDSCAPING

Spread throughout the Cubberley site, landscaping covers 167,500 square feet. The majority of the landscape is mixed with structures and pedestrian circulation. Although originally designed for planting, the areas between the structures are primarily covered with asphalt paving and support small to medium sized trees. The landscaped areas bordering Middlefield Road on the north side of the buildings are planted with grass. The areas to the east of Buildings S and T and to the west of Building K have been fenced off and converted to play areas for the Childcare programs in those buildings.

TENANTS

Since the Palo Alto Unified School District terminated its use of Cubberley as a high school, the site has been used for multiple purposes. Current site uses include the following:

- Athletic Programs
- Childcare
- Conference/Hourly Rental
- Educational Activities
- Music & Theater Rehearsal/Performance
- Non-Profit Community Organizations
- Recreation

As of January 1, 1990, three types of tenants used the Cubberley site. The Palo Alto Unified School District rented 42,722 SF, primarily in Buildings D, E, F, FH, H, L and U, which it vacated on June 30, 1990 in accordance with the lease agreement between the School District and the City of Palo Alto.

An additional nine long term tenants, listed below, continue to occupy 62,103 square feet of the building area. The City of Palo Alto has agreed to honor the existing leases of these tenants through the end of June 30, 1992, at which time they will be up for renewal.

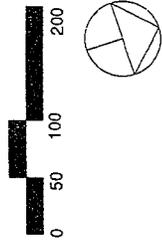
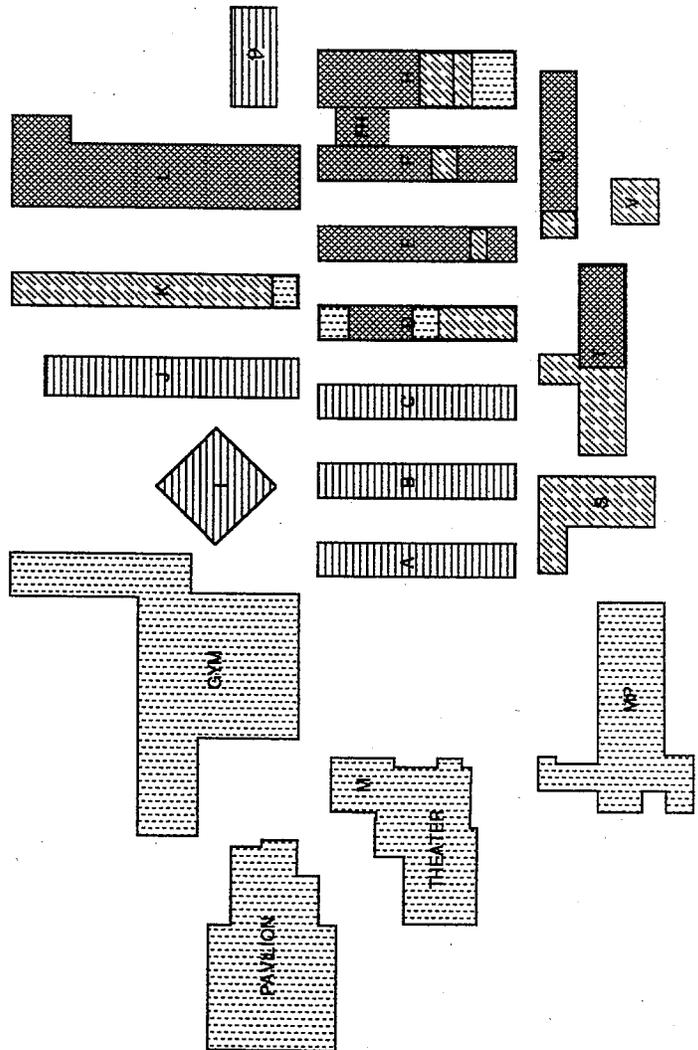
The remainder of the site, 76,164 square feet, is rented on a non-exclusive, hourly basis to various user groups. A detailed accounting of existing tenant and uses can be found in the Appendix which lists uses by building and by hour seven days a week.

<u>Long Term Tenant</u>	<u>Location</u>	<u>Area</u>
Foothill College ¹	A, B, C, I, J, P	39,327 SF
Children's Preschool	S; T1	8,772 SF
California Law Revision Commission	D1, 2; E2	2,500 SF
Palo Alto Preparatory School	F4; H2, 3	2,532 SF
Wildlife Rescue	V	1,700 SF
Peninsula Child Center	K5, 6, 7	2,640 SF
Early Learning Center	K3, 4, 4a	3,120 SF
National Traffic Safety Inst.	U1	792 SF
Hua Kuang Reading Room	D3	720 SF
TOTAL		62,103 SF

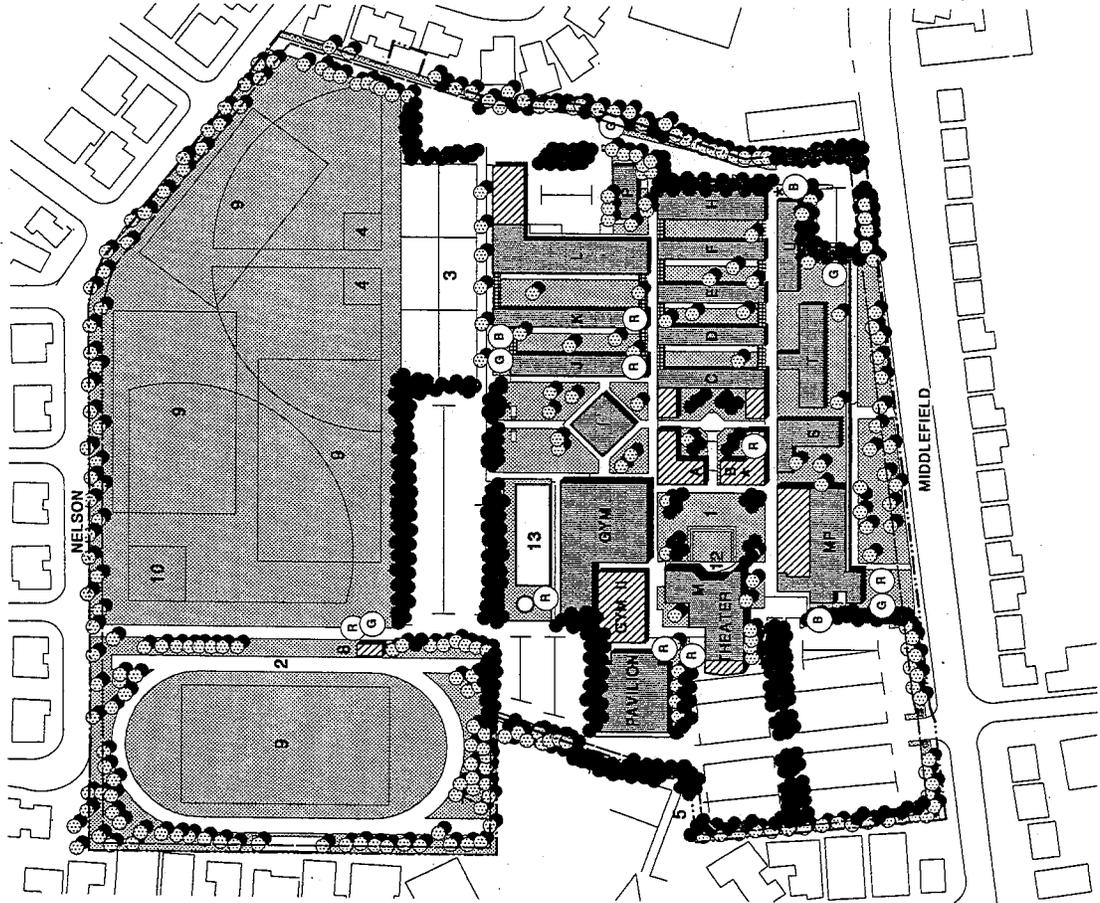
¹Foothill College leases the Pavilion, Gym A and the Weight Room on a regular basis Monday through Thursday for its athletic programs. These spaces, however, are not accounted for as educational facilities in long term leases and are listed as athletic programs under hourly leases.

TENANT LOCATION

-  CITY OF PALO ALTO
(42,722 SF: D, E, F, FH, H, L, T, U)
-  FOOTHILL COLLEGE
(39,327 SF: A, B, C, I, J, P)
-  OTHER LONG TERM TENANTS
(22,776 SF: D, E, F, H, K, S, T, U, V)
-  HOURLY (77,164 SF: D, H, K, M, Theater, Pavilion, Gyms A & B, Multipurpose)



**CUBBERLEY
EXISTING SITE
TENANT LOCATION
AS OF JUNE 30, 1990**



See the Approved Alternate Field Design in the Appendix, page 60.

LEGEND

- BOUNDARIES/SETBACKS**
- PROPERTY LINE
 - SETBACK LINE
 - UTILITY EASEMENT

- SITE FACILITIES**
- EXISTING BUILDINGS
 - NEW BUILDINGS
 - ATHLETIC FIELDS & LANDSCAPE
 - VEHICULAR & PEDESTRIAN CIRCULATION
 - CENTRAL COURTYARD
 - TRACK
 - TENNIS COURTS
 - SOFTBALL FIELD
 - GREENDELL ELEMENTARY SCHOOL DROP-OFF
 - PICNIC AREA
 - NATURE PLAYGROUND
 - STORAGE/FOOD CONCESSION
 - SOCCER FIELD
 - BASEBALL FIELD
 - CHALLENGE COURSE
 - ACOUSTICAL SHELL
 - SWIMMING POOL
 - INFORMATION POINTS
 - PUBLIC RESTROOMS
 - BICYCLE RACKS
 - GARBAGE COLLECTION

AREA SUMMARY

	TOTAL BLDG. AREA (SF)	SITE COVERAGE (SF)
BUILDINGS	208,478	182,029
LANDSCAPE		219,000
PEDESTRIAN		124,001
VEHICULAR (827 SPACES)		317,000
ATHLETIC FIELDS		209,000
TOTAL		1,545,030

CUBBERLEY
MASTER PLAN SITE PLAN

MASTER PLAN SITE PLAN

The Master Plan Site Plan is designed to create a community center out of an existing high school site through appropriate space allocation, campus organization, renovation and construction of facilities and aesthetic improvements. The space allocation and campus organization recommended in this plan are designed to accommodate the needs of the public and create the feeling of community. The recommended facility renovation and construction will reflect the public needs and serve to transform high school facilities into useful community facilities. Coupled with aesthetic improvements, the renovated and new facilities will create a lighter, more friendly environment that will serve as a cultural, educational and social center for the citizens of Palo Alto.

PROGRAM: THE NEIGHBORHOOD CONCEPT

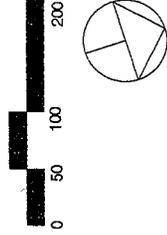
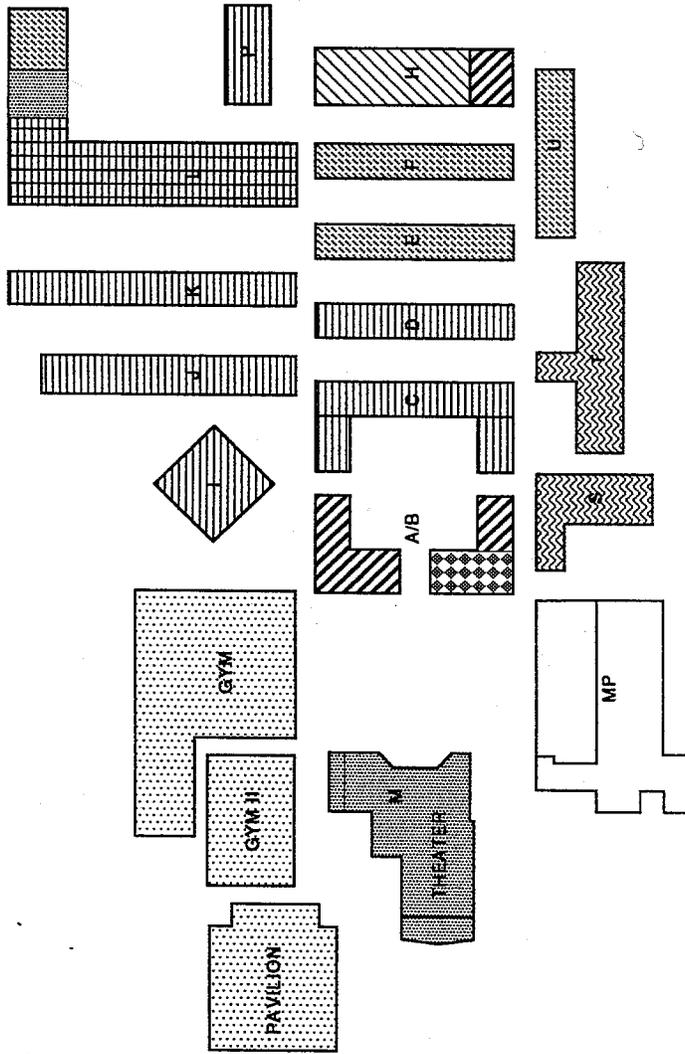
During the public input process, numerous requests were received for space rental at Cubberley on both hourly and long term bases. The majority of responses were requests for continuance of existing programs with the two new additions being fine arts dance and visual art. With the goal of creating a community center at Cubberley, a program was adopted that would accommodate many the requested uses.

A unifying concept, Neighborhoods, was developed for Cubberley. Proposed users were grouped into Neighborhoods according to similarity of use and similarity of required facilities. It was further proposed and accepted by the public that the facilities required by a Neighborhood should be adjacent to one another and be architecturally unified. The resulting configuration of the Cubberley site would be clusters of activity spread throughout campus. This organization will promote the development of small communities of users within Cubberley. Furthermore, Cubberley will be more logically organized and will enable visitors to locate facilities with greater ease. The identified Neighborhoods and their related users as requested during the public input process are:

Neighborhood	Proposed Users
Athletics	Adult, SAY Basketball, Volleyball Leagues, Table Tennis Club, Weight Lifting, Little League, Willie McCovey, Babe Ruth, Pony League, Gym West, Bobbysox Softball, Palo Alto Tennis Club, Jogging/Walking, Run Club, Stride Club
Childcare	Syntex Children's Preschool
Hourly Meeting Facilities	Various on an hourly basis
Cubberley Administration & Gallery/Cafe	Cubberley Administration, Food Service, Artist Exhibits
Dance	Individuals, Group Fine Art Dance instruction and rehearsal groups
Education	Foothill College
Music & Theater	Theaterworks, Palo Alto Chamber Orchestra, Palo Alto Philharmonic Orchestra, Mid-Peninsula Recorder Orchestra
Non-Profit/Community Organizations	Various
Recreation	Ballroom Dancing, Square Dancing, Country Western Dance, Jazzercise, Senior Friendship Day and other special events
Visual Art	Individuals
	This summary suggests the variety of user groups who are interested in using the facilities at Cubberley and it is not intended to exclude groups.

- NEIGHBORHOODS**
-  ATHLETICS (45,678 SF: Pavilion, Gyms A&B, Gym II, Field Restrooms)
 -  CHILDCARE (14,301 SF: S, T)
 -  CUBBERLEY ADMIN. & GALLERY/CAFE (8,000 SF: A/B)
 -  DANCERS (16,500 SF: L)
 -  EDUCATION (45,734 SF: C, D, I, J, K, P)
 -  HOURLY MEETING FACILITIES (13,600 SF: A/B, H-1)
 -  MUSIC & THEATER (15,932 SF: Theater, M, L (Black Box))
 -  NON-PROFIT/COMMUNITY ORGANIZATIONS (6,886 SF: H)
 -  RECREATION (18,572 SF: Multipurpose)
 -  VISUAL ART (18,465 SF: E, F, L, U)

FIELD RESTROOM



CUBBERLEY MASTER PLAN
TENANT LOCATION

MASTER PLAN DESCRIPTION

The Master Plan represents a vision for the development of the Cubberley site in the future. The Master Plan is composed of distinct building projects which can be implemented individually or in groups over time. Following is a description of each project and its associated construction cost at today's costs. Total anticipated construction cost for all Master Plan projects is \$18,230,000.

BUILDINGS

Code Repairs

\$447,000*

Condition Repairs

\$2,483,000

To insure handicap accessibility, safety and reliable functioning of existing structures, all code and condition measures recommended by CSS Associates Architects and described on page 1 of this report will be undertaken for all buildings. If a building is to be demolished under this Master Plan, code and condition measures will not be undertaken. The recommended interior repairs will be undertaken as indicated under "Architectural Improvements." If no major interior modifications are proposed, the interior repairs recommended by CSS Associates Architects are included.

Building A/B

\$2,970,000

The high unit cost of renovating Buildings A and B (see CSS Associates Architects Cost Summary, Appendix) and the additional new building area required in the center of campus for program needs led to the decision to demolish Buildings A and B. In their place a new 2-story, 20,000 square foot Building A/B will be constructed which will provide space for a small cafe, much like Green's at Fort Mason, a gallery for the exhibition of artists' work and receptions, administrative offices for the City of Palo Alto's Property Manager, classrooms and meeting rooms to be used on

* Estimates by CSS Associates Architects completed in September 1989 have not been adjusted to present day costs.

See Point 5 in the Appendix, page 56.

an hourly basis. The new building will enhance the central courtyard by providing a new facade on the west side of this space as well as promoting activity that will contribute a sense of liveliness to the courtyard. An interior courtyard will also be formed by this building and additions to Building C. This courtyard will be on axis with Building I and provide an internal focus for users of the buildings.

Building C

\$558,000

In conjunction with the replacement of Buildings A and B, two 1-story classroom wings will be added to Building C for Foothill College. This 3,430 square foot addition will be placed on the ends of Building C forming an interior courtyard with Building A/B.

Building FH

\$30,000

Located between Buildings F and H, Building FH will be demolished and replaced by an open courtyard space as described for Buildings D, E, and F.

Buildings H, I, J, K, and P

\$372,000

These buildings, to be used by Foothill College, will remain unchanged except for minor exterior improvements and the code and condition renovations recommended in the report by CSS Associates Architects.

Buildings H, I, J, K, and P

\$372,000

These buildings to be used by Foothill College (I, J, K, and P), non-profit/community organizations, and various user groups on an hourly basis (H) will remain unchanged except for minor exterior improvements and the code and condition renovations recommended in the CSS study.

Building M and Acoustical Shell

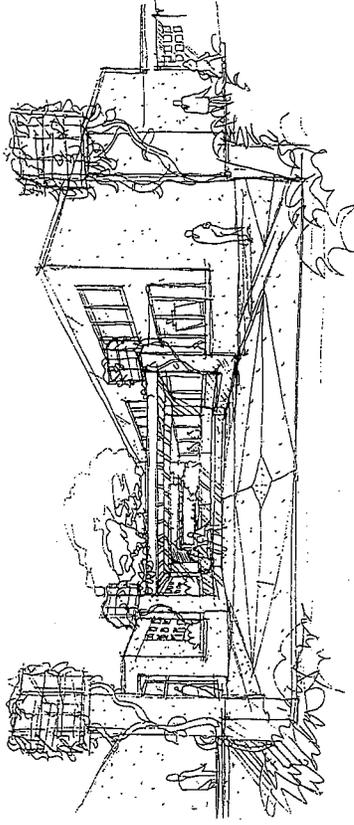
\$415,000

The proposed addition of an outdoor stage, acoustical shell and seating area will provide facilities for concerts given by orchestral groups and small theatrical performances. The stage and shell will be constructed on the west side of Building M, which currently houses rooms for music rehearsal, and will orient to a small amphitheater in the central courtyard. It will be flanked by covered walkways on either side providing continuous covered circulation along the east side of the central courtyard.

Buildings D, E, F and U

\$993,000

Buildings E, F, and U comprising 15,465 square feet, will be renovated and subdivided into artists studios. Each studio will provide a simple environment for work that is well lit and ventilated. Interior and exterior finishes will be refurbished and new sinks and ventilation installed in each of the studios as required. The building cross section of Buildings E and F as well as Building D, which will be occupied by Foothill College, will be structurally changed to form a continuous sloping roof for greater interior ceiling height. As a result, the east wall of each building will be reconstructed with new clerestory glass. The north and south walls will be modified as required to accommodate the new roof shape. In addition, existing asphalt paving will be removed from the spaces between the buildings and landscaping installed. A screen wall will be constructed on the west side of each courtyard, adjacent to the covered walkway of the neighboring building, to provide increased privacy for the courtyards.

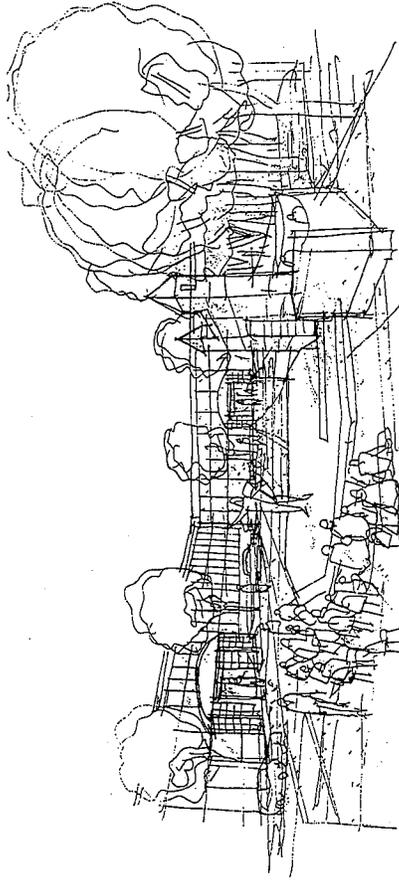


BUILDINGS D, E, AND F COURTYARDS

Building L

\$2,028,000

Building L will be renovated and expanded for 3 neighborhoods: Dance, Theater and Visual Art. The bulk of the building (16,500 square feet) will be assigned to a dancer's cooperative to provide dance programs including instruction, rehearsal and choreography. The subdivided building will provide the following spaces: teaching/rehearsal classrooms, teaching/choreography classrooms, observation area, office area, restrooms and storage. Raised hardwood floors will be installed over existing floor slabs in dance classrooms. The existing wing at the southwest end of Building L will be expanded to provide additional high bay space for a Black Box Theater (2,000 square feet) and studio space for visual artists (3,000 square feet).



BUILDING L

Building MP **\$1,564,000**

The existing Multi-purpose Building (MP) comprises 13,572 square feet and is rented on an hourly basis by such groups as jazzercise and square dancing clubs. The proposed expansion of 5,000 square feet will enable larger conferences and receptions to be held in this space as well as folk dancing, friendship dancing and Senior Friendship days. The stage and storage rooms to the west of the assembly area will be removed to enlarge the central space. The proposed expansion will be to the immediate south and open to the existing space. It will orient to the central courtyard and provide the opportunity for indoor/outdoor functions with the proposed development of the courtyard. In addition, the existing kitchen facilities in the MP will be renovated and converted to a demonstration kitchen and other existing spaces on the east side of the building reorganized to provide meeting and seminar rooms for small conference use.

Theater **\$395,000**

The existing 325 seat theater has a small lobby (240 square feet) and no attached public restrooms. Proposed changes include enlarging the existing lobby by expanding it to the west in the area of the adjacent raised terrace providing 1,375 square feet of additional space. In addition, new public restrooms will be constructed on the south side of the theater which will be accessed from the lobby.

Gyms A and B **\$535,000**

Gyms A and B, located on the south side of the central courtyard, will provide the fourth side of the central courtyard meeting area. The main entrance and north facade will be renovated to match the three new facades. To provide room for future expansion and additional parking, the east wing containing the girls locker room and boiler room will be demolished. The boys locker room, located on the east end of the building, will be renovated and converted into both men's and women's locker rooms. Upon

construction of the proposed swimming pool, the south wall of the weight room, dance studio and locker room will be renovated and opened up more to the pool area.

Gymnasium Expansion **\$1,294,000**

The exterior courtyard between the existing Pavilion and Gyms A and B will provide space for a new gymnasium comprising 9,000 square feet. The new facility will provide space for smaller athletic programs such as exercise classes, table tennis, gymnastics and volleyball. This addition will relieve the Multi-purpose Building for more social and conference activities and Gyms A and B and the Pavilion will be fully available for larger athletic programs such as basketball and volleyball. Existing locker room and shower facilities in Gyms A and B, located immediately to the south, will service the new Gymnasium.

Pavillon **\$83,000**

To accommodate the construction of the new gymnasium close to existing athletic facilities, the locker and small lobby area of the Pavilion will be removed. The locker room and shower facilities to be renovated in Gyms A and B are sufficient in size to service all three athletic facilities.

Buildings S, T, and V **\$212,000**

Childcare is presently located in Buildings K,S and T. Childcare activities will remain in Buildings S and T. Total area assigned to this use will be 14,301 square feet. Building V will be demolished to provide additional exterior play area for Childcare relocating this area from the south sides of the buildings. A new wall to enclose existing and new play areas will be constructed to the north of Buildings S, and T.

SITE IMPROVEMENTS

Landscaping

Landscaping around the buildings will increase from the existing 167,500 square feet to 219,000 square feet as described in conjunction with changes to Buildings A, B, C, D, E, F, H, J, K, S, T and U and the central courtyard. The parking area to the south of Building I will be converted to landscape and will provide a welcoming south entrance to the site.

The existing large, expansive parking lots will be subdivided by the addition of bosques of trees at the interior and perimeter. In addition, the public will be encouraged to "bring a tree" to promote the "greening of the Cubberley site".

Athletic Fields

\$898,000

The layout of the athletic fields will be reorganized to take maximum advantage of the 703,000 square feet of open space for such groups as Bobbysox, Little League, Babe Ruth League, AYSO, CYSA and Adult soccer, rugby teams and tennis for club and public play. The facilities will provide two softball fields, one baseball field, and four soccer fields (three adult and one junior size). The six tennis courts located to the south of Buildings K and L will be relocated to the southwest of the athletic fields. This location will serve two purposes: to remove the safety hazard presented by the narrow vehicular passage between the courts and buildings and to maximize field space by placing the courts in an area otherwise unusable by athletic fields. Another addition is the challenge course, otherwise known as a ropes course, which provides space and equipment for supervised group activities. On the northeast corner of the fields, close to Greendell Elementary School which is currently used for childcare, a nature playground will be placed among the redwood trees. This playground will serve local children and the children in childcare programs on the Cubberley site. Located centrally to the athletic fields, an 800

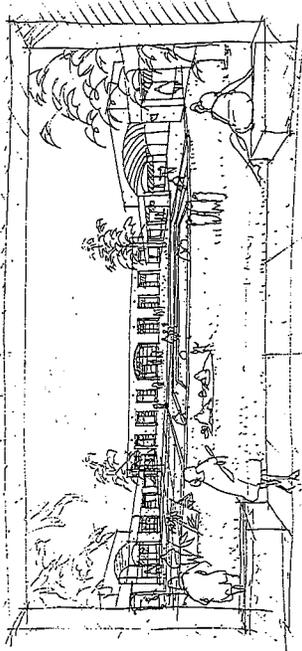
square foot facility will be constructed which will provide restrooms, athletic equipment storage and food sales. This stand will also provide a central location for garbage collection on the athletic fields. The existing 440 yard track will be left in place and reconditioned. ~~The bleachers to the west of the track will be removed due to structural feasibility.~~

Central Courtyard

\$329,000

The existing courtyard formed by Buildings A, MP, M and Gymnasiums A and B will become the central focus of the new community center providing areas for public gathering, reception or individual reflection. The existing depressed courtyard will be filled level to adjacent walkways. A small amphitheater will be constructed adjacent to the new stage and acoustical shell on the west side of Building M to provide seating for outdoor concerts. A paved terrace to the east of proposed Building A/B will provide space for outdoor dining as an ancillary space to the new cafe/gallery and outdoor art exhibits. It is envisioned that a new paved terrace will also front the expanded Building MP and permit indoor/outdoor use of that facility for such functions as ballroom dancing. Lawn will be planted in the balance of the courtyard.

See Condition #3
in the Appendix,
page 56.

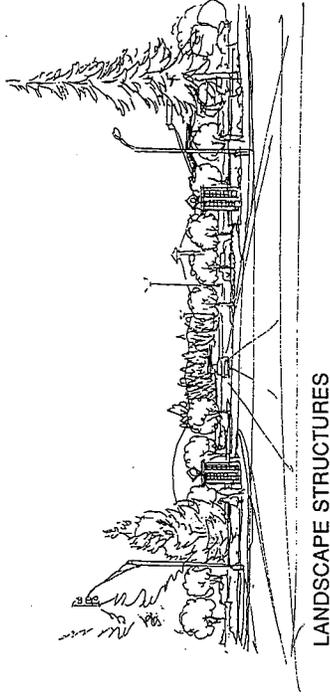


CENTRAL COURTYARD

Landscape Structures

\$206,000

In order to better identify and enhance the major entry to the site at Middlefield road and Montrose, new entry pylons will be constructed at either side of the existing driveway. The name and/or logo of the community center will be displayed on these structures. In addition, a six foot high cement plaster wall will be constructed to the north side of the community center buildings. It will serve to enclose exterior play areas for childcare facilities located in Buildings S and T and help to unify the appearance of the community center buildings from Middlefield Road.

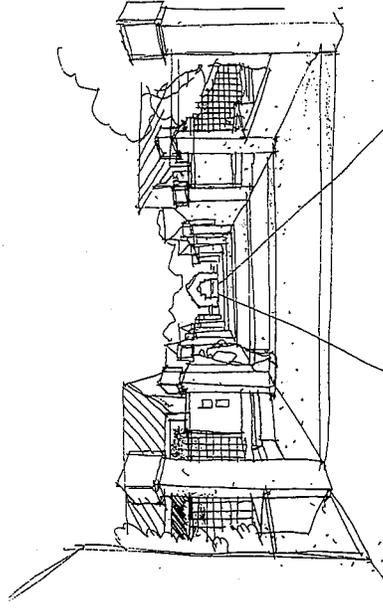


LANDSCAPE STRUCTURES

Covered Walkways

\$313,000

The existing low, oppressive roof structures over the covered walkways will be removed in order to create a freer and more uplifting atmosphere. The existing supporting steel columns will remain and converted to lighting standards or decorative elements along the major paths or circulation.

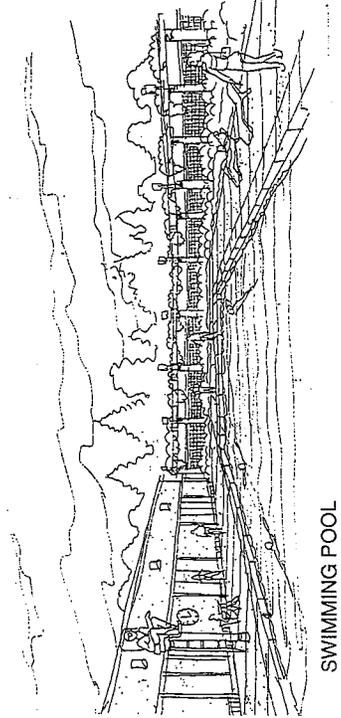


COVERED WALKWAYS

Swimming Pool

\$1,107,000

A new 50 meter swimming and teaching pool for children and adults will be constructed to the south of existing Gyms A and B. The 50 meter pool will be of sufficient size to accommodate daily lap swimming and occasional competition and will be handicap accessible. The pools will be surrounded by a concrete apron and expansive lawn areas will be installed for sunbathing and picnicking.



SWIMMING POOL

Parking and Circulation \$ 998,000

Proposed off-street parking for the Master Plan comprises approximately 317,000 square feet of paved area providing 827 parking spaces as follows:

Standard Spaces:	418
Compact Spaces:	400
Handicap Spaces:	9
Total Spaces:	827

The increased number of parking spaces from existing conditions has been achieved by reconfiguring the parking stalls in a more efficient layout and expanding parking in the area of the existing tennis courts. This has resulted in a 15% increase in the number of parking spaces from existing conditions.

An analysis of the City of Palo Alto's "Off-Street Parking and Loading Regulations" in the Appendix indicates that a total of 1654 spaces are required based on the proposed use of facilities. However, a reduction of required total spaces is permitted under Section 18.83.070 (5). ~~Land area for deferred parking has been set aside south of the existing parking lot adjacent to the athletic field to accommodate additional automobiles as required by future use.~~

To determine parking requirements for the Cubberley site based on actual use a schedule of tenant hourly use has been prepared (see Appendix). The survey of tenant use of the existing site indicates that week nights (Monday to Thursday) between 6 p.m. and 9 p.m. are the periods of heaviest use and that at these times between 1,200 and 1,300 persons might conceivably be on the site simultaneously. This finding is consistent with neighbor and tenant observations about periods of intense use.

This large number of occupants must be qualified. The majority of persons, over 90%, using the Cubberley site during this peak period are attending night classes at Foothill College. A survey of

Foothill students during May of 1990 was undertaken to determine the level of use of automobiles by students. 2,742 students were surveyed. Of these, 92% drove cars to the site. While this is a high percentage, it was also observed that during the survey period, a typical week in the early part of a quarter, only 63.2% of enrolled students actually attended class. Given these two figures, approximately 58% of enrolled students can be expected to drive their automobiles to Cubberley on a given evening or, conversely, 42% can be expected not to drive. This 42% of Foothill students is the equivalent to 37.8% of total Cubberley users.

If we assume, conservatively, that 1,300 persons are at Cubberley on a week night, 37.8% or 491 of these persons would be expected not to drive. Assuming the remainder did drive, also a conservative assumption, this would amount to 809 cars on site at peak hours. While this number exceeds parking spaces currently available on site, it falls below the number provided for in both the Master Plan and Implementation Plan.

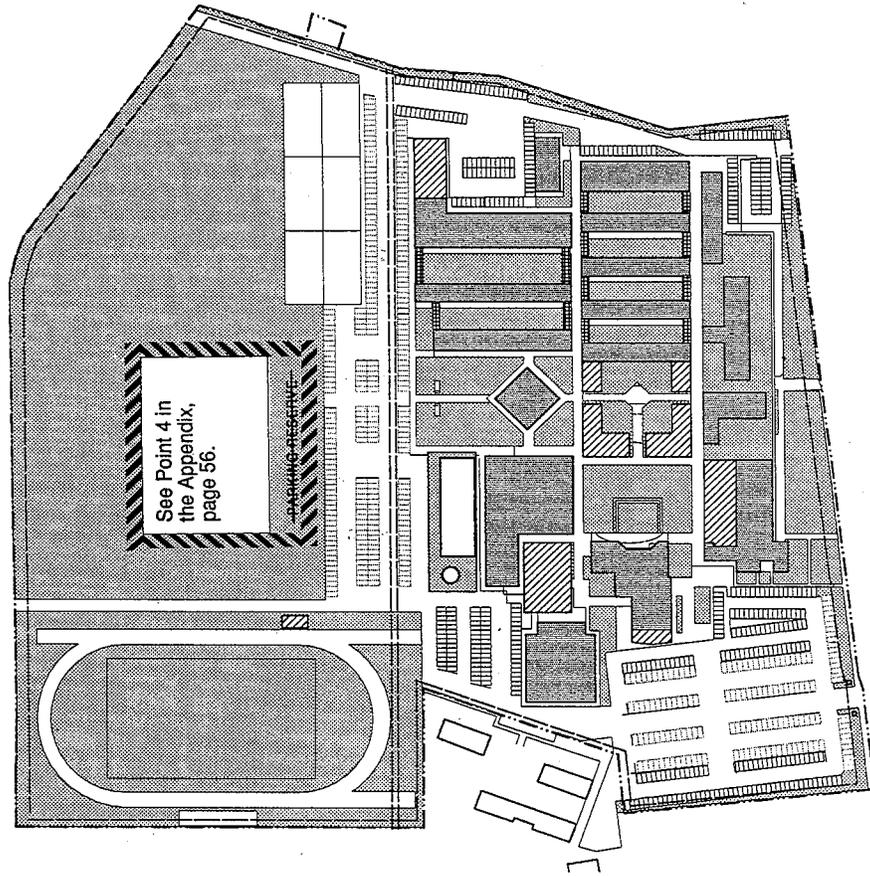
On the basis of this study, it is recommended that the current parking situation be improved but that the number of parking spaces not be increased to the extent required by the City of Palo Alto's "Off-Street Parking and Loading Regulations."

The proposed reduction from required total parking spaces is also consistent with statements from the public. During the public input process, there was a clear directive from the public to limit automobile parking on site and maximize the area of athletic field and landscaped areas.

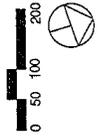
If the proposed number of parking space is insufficient for parking demands in the future, a portion of the athletic fields can be converted to parking. However, it is our recommendation that the demand for more parking should be clearly established before, perhaps, unnecessarily paving portions of the well used athletic fields.

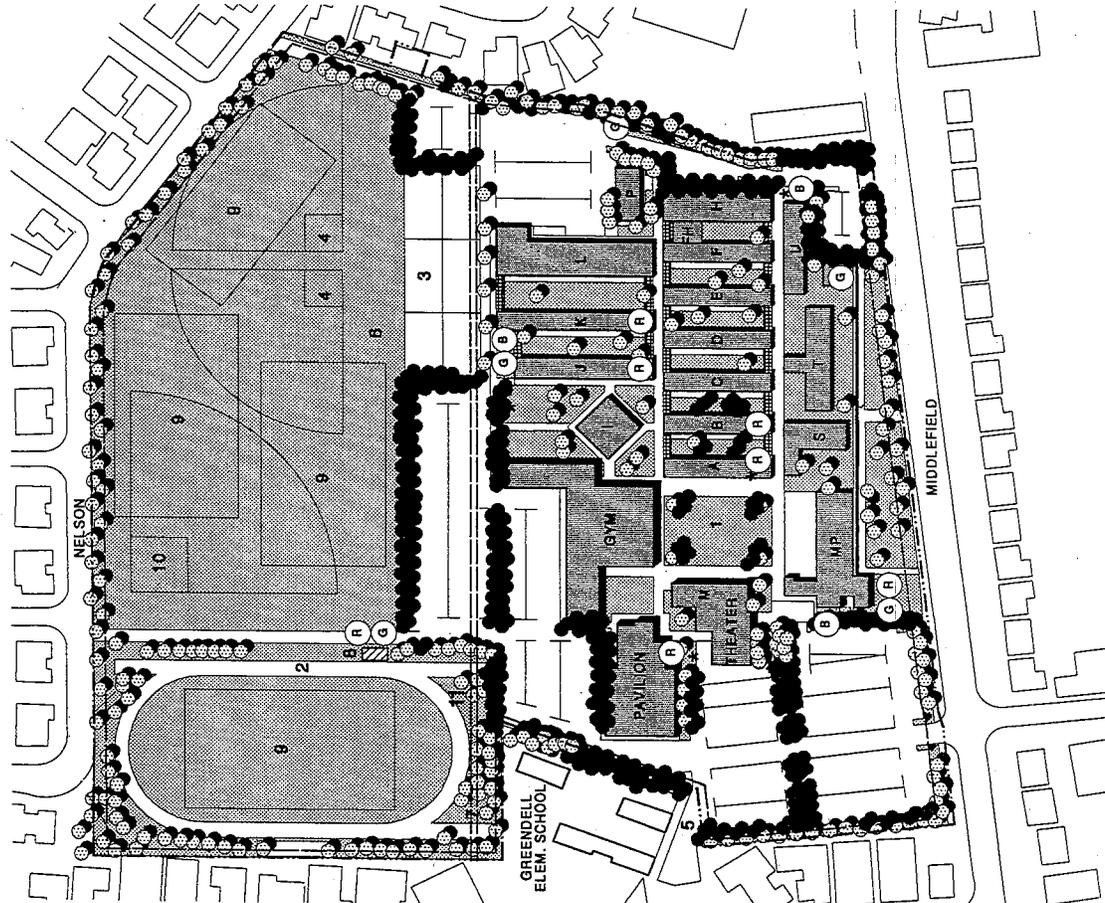
See Point 4 in the Appendix, page 36.

The site will continue to be accessed by automobile from existing entry driveways along Middlefield Road at the northeast and northwest corners of the site. Two-way circulation will be provided around the east, south, and west sides of the community center buildings through parking lots. This has been achieved by two significant changes to the existing site circulation. The first change is relocating the one-way road at the south side of the Pavilion so the sharp right angled turn is eliminated and two-way circulation is permitted. The second change eliminates the one-way road located at the south side of Buildings J, K, and L by relocating the tennis courts. This modification will permit two-way circulation through the expanded parking area and reduce existing hazardous conflicts between vehicular and pedestrian circulation.



CUBBERLEY
MASTER PLAN, SITE PLAN
PARKING PLAN





See the Approved
Alternate Field
Design in the
Appendix, page 60.

LEGEND

BOUNDARIES/SETBACKS

- PROPERTY LINE
- SETBACK LINE
- UTILITY EASEMENT

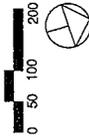
SITE FACILITIES

- EXISTING BUILDINGS
- NEW BUILDINGS
- ATHLETIC FIELDS & LANDSCAPE
- VEHICULAR & PEDESTRIAN CIRCULATION
- CENTRAL COURTYARD
- TRACK
- TENNIS COURTS
- SOFTBALL FIELD
- GREENDELL ELEMENTARY SCHOOL DROP-OFF
- PICNIC AREA
- NATURE PLAYGROUND
- STORAGE/FOOD CONCESSION
- SOCCER FIELD
- BASEBALL FIELD
- CHALLENGE COURSE
- INFORMATION POINTS
- PUBLIC RESTROOMS
- BICYCLE RACKS
- GARBAGE COLLECTION

AREA SUMMARY

	TOTAL BLDG. AREA (SF)	SITE COVERAGE
BUILDINGS	182,789	169,740
LANDSCAPE		220,000
PEDESTRIAN		125,280
VEHICULAR (862 SPACES)		335,000
ATHLETIC FIELDS		695,000
TOTAL		1,545,030

**CUBBERLEY
IMPLEMENTATION SITE PLAN**



RECOMMENDED IMPLEMENTATION RECOMMENDED PRIORITIES

It is envisioned the Master Plan will be implemented over a period of years as funding becomes available from public and private sources. The elements of the Master Plan as described in the previous section were evaluated and prioritized for phased implementation. In determining the use priorities of this facility, the following criteria were taken into consideration:

- 1) Repairs to meet safety and code requirements.
- 2) Attempt to meet facility requirements of existing tenants.
- 3) Feedback from the community.
- 4) What visual impacts could be made to convert this site from an "old high school" to a "new community center".

The following are the recommended priorities that appear to best meet the above criteria. Total anticipated construction cost for these projects is \$6,889,000.

1. Code Repairs \$447,000

Improvements as outlined by CSS Associates Architects required to bring the buildings up to current code and handicap accessibility standards must be undertaken on all buildings that are to be occupied.

2. Condition Repairs \$2,483,000

Improvements necessary to restore to full operation all mechanical and electrical systems and provide basic exterior improvements to existing facilities as outlined by CSS Associates Architects is the second recommended priority.

See Point 5 in the Appendix, page 56

See Point 7, Item No. C in the Appendix, page 56

See Condition #3 in the Appendix, page 56

3. Buildings E, F and U Renovation \$521,000

Two community groups, visual artists and fine arts dance, are not currently accommodated at Cubberley. With the renovation of Buildings E, F and U, over 15,000 square feet will be converted to artist studios with the appropriate interior partitions, ventilation and plumbing. Given the financial constraints of available funding, the roof structure of Buildings E and F will not be modified.

4. Building L Renovation \$949,000

To accommodate the second new user group, fine arts dance, Building L will be converted into dance studios, lockers and office space. The addition of 5,000 square feet to the west of Building L will be postponed due to the large expense.

5. Parking and Circulation \$1,093,000

The existing parking lots will be resurfaced and landscaped and 30,000 square feet of new area will be paved and landscaped.

6. Athletic Fields and Landscaping \$1,237,000

The athletic fields will be reconfigured, leveled and reseeded and renovation of the courtyards adjacent to Buildings, A, B, C, D, E, F, H, J, K, S, and T will be implemented. In addition, the Central Courtyard will be landscaped, additional exterior lighting will be installed and PACO has offered to donate funds for the construction of a new acoustic shell.

7. Field Restroom and Storage \$72,000

A consistent request from field users and neighbors is the provision of restroom facilities on the athletic fields. Attached to these restrooms will be some storage for sports equipment and garbage collection receptacles.

8. Gym B - Men's locker

\$87,000

The Men's Locker Room is currently inoperable and lockers and other fixtures have been removed from the premises. Work in addition to that recommended by CSS Associates Architects needs to be undertaken to restore this portion of the gym to full operation.

PROJECTS NOT INCLUDED

Not included in this Implementation Plan are the following projects that were included in the Master Plan, but couldn't fit within the anticipated funding. They are listed in order of priority based on the same criteria used to select the projects to be initially implemented.

- 1) Covered Walkway Renovation **\$313,000**
- 2) Interior Repairs: Buildings A, FH, H, M, Theater, S, T, Gyms A & B (except mens lockers), Pavilion, Multipurpose **1,181,000**
- 3) Tennis Courts **43,000**
- 4) Building V - Black Box Theater **95,000**
- 5) New Theater Lobby and Restrooms **395,000**
- 6) Renovation of Gyms A and B **448,000**
- 7) New Swimming Pool **1,107,000**
- 8) Multipurpose Building Expansion **1,562,000**
- 9) New Gymnasium Facility **1,294,000**
- 10) Pavilion Renovation **83,000**
- 11) Central Courtyard **329,000**
- 12) New Building L Wing **1,078,000**
- 13) Additional Renovation of Buildings D,E,F **319,000**
- 14) New Building A/B and Building C Expansion **3,528,000**

TOTAL OF PROJECTS NOT INCLUDED \$11,775,000

See Point 6 in the Appendix, page 56.

See Point 4 in the Appendix, page 56.

PARKING AND CIRCULATION

Proposed off-street parking for Recommended Implementation comprises approximately 335,000 square feet of paved area providing 827 spaces as follows:

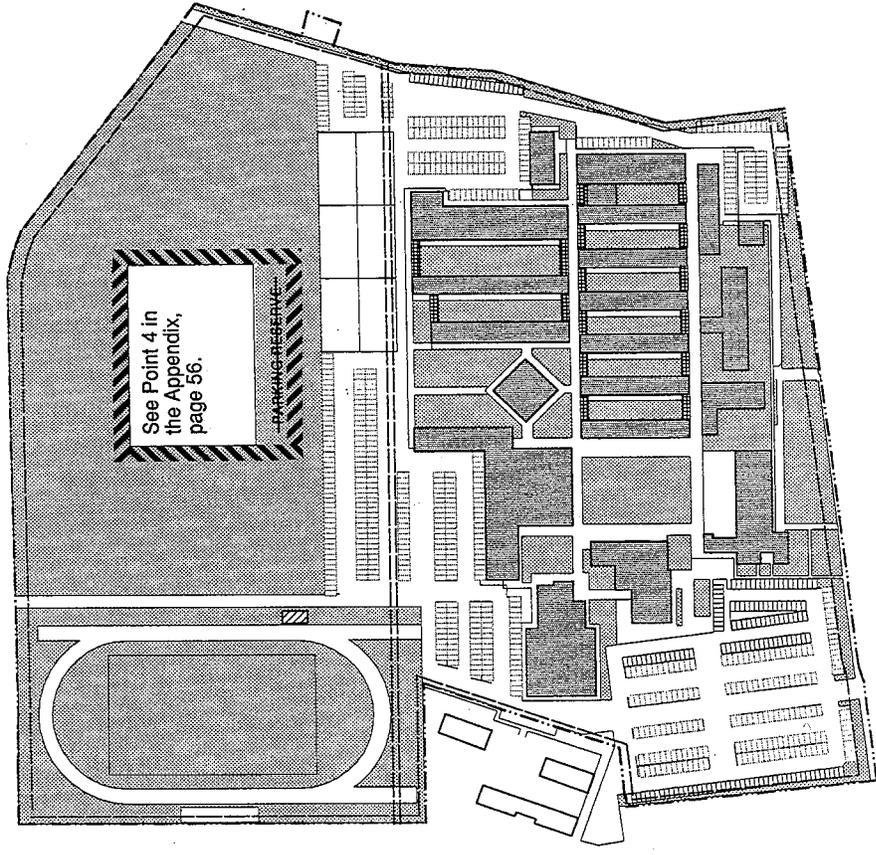
Standard Spaces: 653
 Compact Spaces: 165
 Handicap Spaces: 9
 Total Spaces: 827

The increased number of parking spaces from existing conditions has been achieved by reconfiguring the parking stalls in a more efficient layout and expanding parking to the west of the tennis courts and to the east of the existing dirt parking lot. This has resulted in a 15% increase in the number of parking spaces from existing conditions.

The analysis of the City of Palo Alto's "Off-Street Parking and Loading Regulations" in the Appendix indicates that a total of 1,193 spaces are required based on this proposed use of facilities. This requirement is just 15 more parking spaces than is required for use of the existing site. As indicated previously, this reduction of required total spaces is permitted under Section 18.83.070 (5). While the existing parking situation is inadequate to serve the facility, the addition of 112 spaces should help to alleviate the problem.

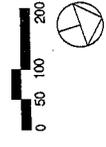
~~Area for deferred parking has been set aside to the south of the existing parking lot and tennis courts should the parking problem reoccur.~~

The site will continue to be accessed by automobile from existing entry driveways along Middlefield at the northeast and northwest corners of the site. Two-way circulation will be provided around the east and west sides of the community center buildings through



parking lots but will remain one-way on the south side of the site between Buildings J, K, and L and the tennis courts which will remain in their current location. While this traffic pattern is not optimal and may present safety problems, public input indicated an unwillingness to relocate the tennis courts to the athletic fields to provide a wider vehicular access. The one-way road at the south side of the Pavilion has been relocated to eliminate the sharp right angled turn and permit two way circulation to the south of the buildings. This change should eliminate some of the traffic which currently must exit from the south side of the site through the narrow driveway by the tennis courts.

CUBBERLEY
IMPLEMENTATION SITE PLAN
PARKING PLAN



NEIGHBORHOODS

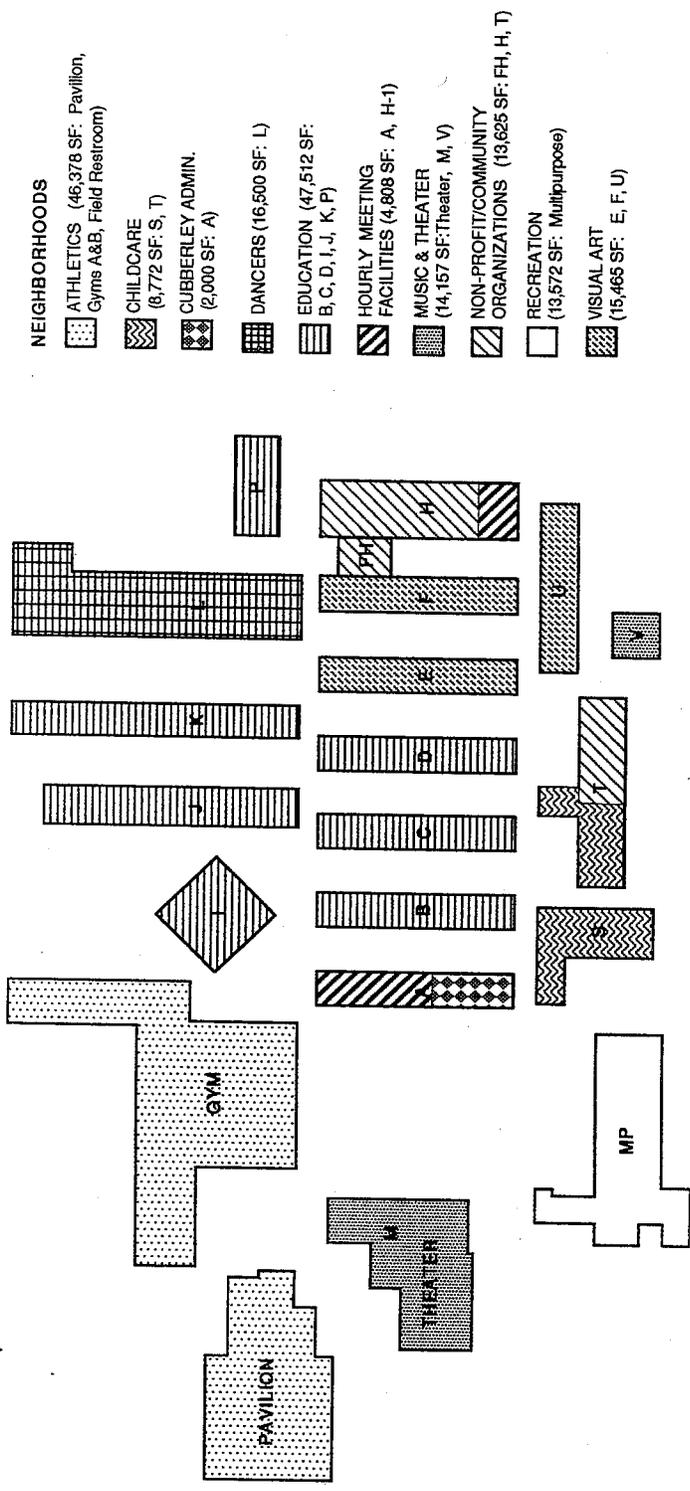
Under the proposed implementation, all Neighborhoods requesting space at the Cubberley site will be accommodated. Existing uses will be retained on site at approximately existing areas. The new uses, visual art and dance will be accommodated, primarily in the buildings vacated by the Palo Alto Unified School District.

Following is a list of Proposed Neighborhoods and floor plan of the Proposed Tenant Location.

NEIGHBORHOOD	BUILDING	AREA	TOTAL
HOURLY MEETING FACILITIES	A	3,208	
	H-1	1,600	4,808 SF
MUSIC & THEATER	M	5,645	
	THEATER	6,912	
	V - BLACK BOX	1,600	14,157 SF
NON PROFIT/COMMUNITY ORGANIZATIONS	FH	1,400	
	H	6,696	
	T	5,529	13,625 SF
RECREATION	MULTIPURPOSE	13,572	13,572 SF
VISUAL ART	E	5,208	
	F	5,208	
	U	5,049	15,465 SF
TOTAL			182,789 SF

NEIGHBORHOOD	BUILDING	AREA	TOTAL
ATHLETICS	PAVILION	17,356	
	GYM A,B	28,222	
	FIELD RESTROOM	800	46,378 SF
CHILDCARE	S	5,300	
	T	3,472	8,772 SF
CUBBERLEY ADMINISTRATION	A	2,000	2,000 SF
DANCERS	L	16,500	16,500 SF
EDUCATION	B	5,208	
	C	5,208	
	D	5,208	
	I	13,576	
	J	8,000	
	K	6,700	
P	3,612	47,512 SF	

FIELD RESTROOM



NEIGHBORHOODS

-  ATHLETICS (46,378 SF: Pavilion, Gyms A&B, Field Restroom)
-  CHILDCARE (8,772 SF: S, T)
-  CUBBERLEY ADMIN. (2,000 SF: A)
-  DANCERS (16,500 SF: L)
-  EDUCATION (47,512 SF: B, C, D, I, J, K, P)
-  HOURLY MEETING FACILITIES (4,808 SF: A, H-1)
-  MUSIC & THEATER (14,157 SF: Theater, M, V)
-  NON-PROFIT/COMMUNITY ORGANIZATIONS (13,625 SF: FH, H, T)
-  RECREATION (13,572 SF: Multipurpose)
-  VISUAL ART (15,465 SF: E, F, U)

CUBBERLEY IMPLEMENTATION PLAN TENANT LOCATION

APPENDIX QUESTIONNAIRES

In order to obtain as much public input regarding the Cubberley site as possible, members of the Palo Alto City Staff developed a questionnaire that was distributed to the public on several different occasions. The questionnaire sought responses in several different categories: general site improvements, individual/group needs and interests, and additional requirements such as parking and childcare needs.

Input from these questionnaires was used to help formulate building programs for the Master Plan and Implementation Plan. Samples and a summary of the questionnaires follow.

To All Palo Altans What's Happening at Cubberley?

On February 6 & 7 the city held public meetings to encourage the community to "dream about what the facility could become" and hear what current lessees, local arts groups, Cubberley neighbors, sports groups, hourly users and general public want to do with the site. ☆

Cubberley Master Plan consultants Spencer Associates have developed options for use of the Cubberley site. The purpose of this meeting is to present these options to the community and generate community reaction. ☆

For more information on the meeting, please call Del Thorpe at 329-2418 or Anne Cribbs, 329-2429. ☆

☆ **Second Meeting: Tuesday, March 13, 1990** ☆
☆ **7:30pm at the Cubberley Theater, 4000 Middlefield Road, Palo Alto** ☆

Last Chance for Advice: If you cannot come to the March 13 meeting, please send us your comments ☆

Name _____ Zip _____
Address _____
Phone _____
We should develop the Cubberley facility as a _____

☆ Please return to Cubberley Facilities Manager, 4000 Middlefield Road J2, Palo Alto, 94303 ☆

CUBBERLEY HIGH SCHOOL USER PLAN

Community Survey Summary - January 31, 1990

CUBBERLEY HIGH SCHOOL SITE - MASTER PLAN
COMMUNITY NEEDS ASSESSMENT QUESTIONNAIRE

NAME: _____ PHONE: () _____
ADDRESS: _____ ZIP CODE: _____

GROUP AFFILIATION/INTEREST IN CUBBERLEY: _____ # IN GROUP: _____

GENERAL SITE/PROGRAM NEEDS
SUGGESTIONS FOR SITE IMPROVEMENTS, SERVICES OR PROGRAMS DESIRED:

INDIVIDUAL/GROUP - NEEDS AND INTERESTS
TYPE OF ROOM/SPACE NEEDED: _____ SQ. FT. _____

IF CURRENTLY OCCUPYING SPACE, IS IT ADEQUATE? _____

ROOM LOCATION PREFERRED: _____

DAY(S) OF THE WEEK NEEDED: _____

TIME(S) OF DAY NEEDED: _____

EXCLUSIVE USE? (Yes/No) _____ SHARED USE? (Yes/No) _____

SPECIAL AMENITIES NEEDED (i.e., water, storage, counter space, flooring, etc.): _____

PARKING NEEDED? (Yes/No) _____ HOW MANY SPACES? (#) _____

DAY CARE NEEDS (IF ANY): _____

OTHER NEEDS: _____

GENERAL COMMENTS: _____

Preferred Usage	Number of Responses		Total
	Resident	Non-Resid.	
Ballroom Dancing	2	4	6
Indoor Sports - Volleyball/Basketball, etc.	1		1
Art Studios/Classes	22	7	29
Classical Music Concerts		1	1
Weight Lifting/Fitness Center	1		1
Education	8	2	10
Senior Center	1		1
Exercise/Aerobics	1	3	4
Child Care	3		3
Performing Arts	7	1	8
Dance/Ballet Classes	10	1	11
Community Garden	1		1
Outdoor Sports - Baseball/Football/Soccer, etc.	4	1	5
Facilities for PA Chamber Orch./PA Symphony	5		5
Par Course	3		3
Resource Center	1		1
Tennis	2		2
Traffic School Classes	1		1
Indoor Pool	3		3
Meeting Facilities	1	3	4
Track/Jogging Facilities	1		1
Facilities for International & Community Support Groups	4		4
Gymnastics		1	1
General Classroom Space for non-academic Programs	1	2	3
Office Space	2	1	3
Art Gallery/Exhibition Space	6	3	9
Food Services/Cafe		1	1

Preferred Usage	Number of Responses		Total
	Resident	Non-Resid.	
Ballroom Dancing	12	22	34
Indoor Sports/Volleyball, Basketball, etc.	2	2	4
Art Studios/Classes	20	1	21
Education	9	1	10
Child Care	1		1
Performing Arts	6	1	7
Dance/Ballet Classes	2	2	4
Community Garden	1	1	2
Outdoor Sports - Baseball/Football/Soccer, etc.	5		5
Indoor Pool/Spa	1		1
Outdoor Pool	1		1
Track/Jogging Facilities	2		2
Facilities for International & Community Support Groups	2		2
General Classroom Space for Non-academic Programs	13		13
Food Service/Coffee House	1		1
Community Enrichment Activities	1		1
Open Space	2		2
YMCA/YWCA Activities	1		1
Skateboard Facilities	1		1
Children's Programs/Classes	2	1	3
Community Center	1	1	2
Low-cost Housing/Senior Care Facilities	1		1

Preferred Usage	Number of Responses		Total
	Resident	Non-Resid.	
Ballroom Dancing	9	12	21
Art Studios/Classes	29		29
Weight Lifting/Fitness Center	2	1	3
Education	1	1	2
Senior Center	1		1
Exercise/Aerobics	1		1
Child Care	1		1
Performing Arts	4		4
Dance/Ballet Classes	4	1	5
Meeting Facilities	1		1
Art Gallery/Exhibition Space	4	5	9
Children's Classes & Programs	1		1
Community Enrichment Activities	2		2

Additional comments & suggestions:
 Better outdoor lighting in corridors
 Attractive landscaping
 Better traffic control
 Complete wheelchair access
 Covers on walkways & all other possible earthquake hazards
 Improved parking
 Arking Structure
 More garbage cans
 Better grounds maintenance
 Expanded daytime use

CUBBERLEY
EXISTING SITE TENANT SCHEDULE PEAK SEASON

BLDG	DAY: Typical Monday - Thursday														
	A.M.							P.M.							
	8-9	9-10	10-11	11-12	12-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11
A		120	120	120	120	120	120	120	120		150	150	150	150	150
B							40	40	40		125	125	125	125	125
C		8	8	8	8	8	8	8	8						
D		55	55	55	55	55	55	55	55		150	150	150	150	150
E		8	8	8	8	8	8	8	8		40	40	40	40	40
F		150	150	150								65	65	65	65
PH		70	70	70											
H		15	15	15	15	15	15	15	15						
I		25	25	25	25	25	25	25	25		20	20	20	20	20
J		3	3	3	3	3	3	3	3		20	20	20	20	20
K		50	50	50	70	70	70	70	70		155	155	155	155	155
L		20	20	20	20	20	20	20	20		170	170	170	170	170
M		17	17	17	17	17	17	17	17						
N		4	4	4	4	4	4	4	4						
O		21	21	21	21	21	21	21	21						
P		14	14	14	14	14	14	14	14						
Q		9	9	9	9	9	9	9	9						
R		5	5	5	5	5	5	5	5						
S		35	35	35	35	35	35	35	35						
T		11	11	11	11	11	11	11	11						
U		30	30	30	30	30	30	30	30						
V		10	10	10	10	10	10	10	10						
W		10	10	10	10	10	10	10	10						
X		60	60	60	60	60	60	60	60						
Y		35	35	35	35	35	35	35	35						
Z		25	25	25	25	25	25	25	25						
AA		15	15	15	15	15	15	15	15						
AB		20	20	20	20	20	20	20	20						
AC		20	20	20	20	20	20	20	20						
AD		20	20	20	20	20	20	20	20						
AE		20	20	20	20	20	20	20	20						
AF		20	20	20	20	20	20	20	20						
AG		20	20	20	20	20	20	20	20						
AH		20	20	20	20	20	20	20	20						
AI		20	20	20	20	20	20	20	20						
AL		25	25	25	25	25	25	25	25						
AM		25	25	25	25	25	25	25	25						
AN		25	25	25	25	25	25	25	25						
AO		25	25	25	25	25	25	25	25						
AP		25	25	25	25	25	25	25	25						
AQ		25	25	25	25	25	25	25	25						
AR		25	25	25	25	25	25	25	25						
AS		25	25	25	25	25	25	25	25						
AT		25	25	25	25	25	25	25	25						
AV		25	25	25	25	25	25	25	25						
AW		25	25	25	25	25	25	25	25						
AX		25	25	25	25	25	25	25	25						
AY		25	25	25	25	25	25	25	25						
AZ		25	25	25	25	25	25	25	25						
BA		25	25	25	25	25	25	25	25						
BB		25	25	25	25	25	25	25	25						
BC		25	25	25	25	25	25	25	25						
BD		25	25	25	25	25	25	25	25						
BE		25	25	25	25	25	25	25	25						
BF		25	25	25	25	25	25	25	25						
BG		25	25	25	25	25	25	25	25						
BH		25	25	25	25	25	25	25	25						
BI		25	25	25	25	25	25	25	25						
BJ		25	25	25	25	25	25	25	25						
BK		25	25	25	25	25	25	25	25						
BL		25	25	25	25	25	25	25	25						
BM		25	25	25	25	25	25	25	25						
BN		25	25	25	25	25	25	25	25						
BO		25	25	25	25	25	25	25	25						
BP		25	25	25	25	25	25	25	25						
BQ		25	25	25	25	25	25	25	25						
BR		25	25	25	25	25	25	25	25						
BS		25	25	25	25	25	25	25	25						
BT		25	25	25	25	25	25	25	25						
BU		25	25	25	25	25	25	25	25						
BV		25	25	25	25	25	25	25	25						
BW		25	25	25	25	25	25	25	25						
BX		25	25	25	25	25	25	25	25						
BY		25	25	25	25	25	25	25	25						
BZ		25	25	25	25	25	25	25	25						
CA		25	25	25	25	25	25	25	25						
CB		25	25	25	25	25	25	25	25						
CC		25	25	25	25	25	25	25	25						
CD		25	25	25	25	25	25	25	25						
CE		25	25	25	25	25	25	25	25						
CF		25	25	25	25	25	25	25	25						
CG		25	25	25	25	25	25	25	25						
CH		25	25	25	25	25	25	25	25						
CI		25	25	25	25	25	25	25	25						
CJ		25	25	25	25	25	25	25	25						
CK		25	25	25	25	25	25	25	25						
CL		25	25	25	25	25	25	25	25						
CM		25	25	25	25	25	25	25	25						
CN		25	25	25	25	25	25	25	25						
CO		25	25	25	25	25	25	25	25						
CP		25	25	25	25	25	25	25	25						
CQ		25	25	25	25	25	25	25	25						
CR		25	25	25	25	25	25	25	25						
CS		25	25	25	25	25	25	25	25						
CT		25	25	25	25	25	25	25	25						
CU		25	25	25	25	25	25	25	25						
CV		25	25	25	25	25	25	25	25						
CW		25	25	25	25	25	25	25	25						
CX		25	25	25	25	25	25	25	25						
CY		25	25	25	25	25	25	25	25						
CZ		25	25	25	25	25	25	25	25						
DA		25	25	25	25	25	25	25	25						
DB		25	25	25	25	25	25	25	25						
DC		25	25	25	25	25	25	25	25						
DD		25	25	25	25	25	25	25	25						
DE		25	25	25	25	25	25	25	25						
DF		25	25												

**CUBBERLEY MASTER PLAN
OFF STREET PARKING REQUIREMENTS
EXISTING SITE**

OFF-STREET PARKING REQUIREMENTS

The following analyses of "Off-Street Parking and Loading Regulations", Chapter 18.83 of the City of Palo Alto Zoning Ordinance, have been prepared for determining parking requirements for the existing site, the proposed Master Plan and the Implementation Plan. In determining required parking spaces, the following assumptions have been made:

- 1) Calculation of required parking spaces is based on maximum occupancy of all facilities.
- 2) Individual parking ratios have been assigned to facilities based on use rather than assigning one common parking ratio to the Community Center.
- 3) Gross floor area of facilities has been used in the calculation of required parking spaces, except in the case of childcare facilities.

BUILDING	ROOM	USE	AREA	RATIO	SPACES
A	ALL	EDUCATION	5,208	1:250	20.83
B	ALL	EDUCATION	5,208	1:250	20.83
C	ALL	EDUCATION	5,208	1:250	20.83
D	1,2 3	TENANT, NON PROFIT EDUCATION HOURLY	5,208 INCL INCL	1:250	20.83
E	2	TENANT, NON PROFIT	5,208	1:250	20.83
F	4	PALO ALTO TENANT, NON PROFIT	5,208 INCL	1:250	20.83
FH	ALL	PALO ALTO	1,400	1:250	5.60
H	2,3 1	TENANT, NON PROFIT PALO ALTO HOURLY	8,296 INCL INCL	1:250	33.18
I	ALL	EDUCATION	13,576	1:250	54.30
J	ALL	EDUCATION	8,000	1:250	32.00
K		CHILDCARE	3,120	1/1.5 STAFF	5.33
		CHILDCARE	2,640	1/1.5 STAFF	6.00
		HOURLY	940	1:250	3.76
L	ALL	PALO ALTO	16,500	1:250	66.00
M	ALL	MUSIC/THEATER	5,645	1:250	22.58
P		EDUCATION	3,612	1:250	14.45
S	ALL	CHILDCARE	5,300	1/1.5 STAFF	23.33
T	1	CHILDCARE	3,472	1/1.5 STAFF	Incl.
	2	PALO ALTO	5,529	1:250	22.12
U	1	PALO ALTO HOURLY	5,049 INCL	1:250	20.20
V	ALL	TENANT, NON PROFIT	1,600	1:250	6.40
THEATER MP	ALL ASSEMBLY KITCHEN	MUSIC/THEATER RECREATION	6,912 6,728	325/4 AREA/15/4	81.25 112.13
		STORAGE	5,684	AREA/200/4	7.11
PAVILION	GYM	ATHLETICS/RECREATION	1,160	AREA/300/4	0.97
	LOCKERS	ATHLETICS	13,250	AREA/15/4	220.83
GYM	A&B	ATHLETICS/RECREATION	4,106	AREA/50/4	20.53
	EXERCISE	ATHLETICS	13,209	AREA/15/4	220.15
	LOCKERS	ATHLETICS	3,885	AREA/50/4	19.43
		ATHLETICS	11,128	AREA/50/4	55.64
TOTAL			161,989		1,178

**CUBBERLEY MASTER PLAN
OFF STREET PARKING REQUIREMENTS
PROPOSED IMPLEMENTATION**

BUILDING	ROOM	USE	AREA	RATIO	SPACES
A		HOURLY	3,208	1:250	12.88
		CUBB. ADMIN.	2,000	1:250	8.00
B	ALL	EDUCATION	5,208	1:250	20.83
C	ALL	EDUCATION	5,208	1:250	20.83
D	ALL	EDUCATION	5,208	1:250	20.83
E	ALL	VISUAL ART	5,208	1:250	20.83
F	ALL	VISUAL ART	5,208	1:250	20.83
FH	ALL	NONPROFIT	1,400	1:250	5.60
H	ALL	NONPROFIT	6,696	1:250	26.78
	1	HOURLY	1,600	1:250	6.40
I	ALL	EDUCATION	13,576	1:250	54.30
J	ALL	EDUCATION	8,000	1:250	32.00
K	ALL	EDUCATION	6,700	1:250	26.80
L	ALL	DANCE/THEATER	16,500	1:250	66.00
M	ALL	MUSIC/THEATER	5,645	1:250	22.58
P	ALL	EDUCATION	3,612	1:250	14.45
S	ALL	EDUCATION	5,300	1/1.5 STAFF	23.33
T	1	CHILDCARE	3,472	1/1.5 STAFF	14.45
	2	NONPROFIT	5,529	1:250	22.12
U	ALL	VISUAL ART	5,049	1:250	20.20
V	ALL	DANCE	1,600	1:250	6.40
THEATER	ALL	MUSIC/THEATER	6,912	325/4	81.25
MP	ASSEMBLY	RECREATION	6,728	AREA/15/4	112.13
	KITCHEN		5,684	AREA/200/4	7.11
	STORAGE		1,160	AREA/300/4	0.97
PAVILION	GYM	ATHLETICS	13,250	AREA/15/4	220.83
	LOCKERS		4,106	AREA/50/4	20.53
GYM	A&B	ATHLETICS	13,209	AREA/15/4	220.15
	EXERCISE		3,885	AREA/50/4	19.43
	LOCKERS		11,128	AREA/50/4	55.64
FOOD CON.	ALL	ATHLETICS	800	1:250	3.20
TOTAL			182,789		1,193

**CUBBERLEY MASTER PLAN
OFF STREET PARKING REQUIREMENTS
MASTER PLAN**

BUILDING	ROOM	USE	AREA	RATIO	SPACES
A/B		CUBBERLEY ADMIN.	3,000	1:250	12.00
		GALLERY/CAFE	5,000	1:250	20.00
		EDUCATION	5,000	1:250	20.00
		HOURLY/CONFERENCE	7,000	1:250	28.00
C	ALL	EDUCATION	8,638	1:250	34.55
D	ALL	EDUCATION	5,208	1:250	20.83
E	ALL	VISUAL ART	5,208	1:250	20.83
F	ALL	VISUAL ART	5,208	1:250	20.83
H	ALL	NONPROFIT	6,696	1:250	26.78
	1	HOURLY	1,600	1:250	6.40
I	ALL	EDUCATION	13,576	1:250	54.30
J	ALL	EDUCATION	8,000	1:250	32.00
K	ALL	EDUCATION	6,700	1:250	26.80
L	ALL	DANCE	16,500	1:250	66.00
		MUSIC/THEATER	2,000	150/4	37.50
		VISUAL ART	3,000	1:250	12.00
M	ALL	MUSIC/THEATER	5,645	1:250	22.58
P	ALL	EDUCATION	3,612	1:250	14.45
S	ALL	CHILDCARE	5,300	1/1.5 STAFF	23.33
T	1	CHILDCARE	3,472	1/1.5 STAFF	14.45
	2	NONPROFIT	5,529	1/1.5 STAFF	22.12
U	ALL	VISUAL ART	5,049	1:250	20.20
THEATER	ALL	MUSIC/THEATER	8,287	325/4	81.25
MP	ASSEMBLY	RECREATION	11,728	AREA/15/4	195.47
	KITCHEN		5,684	AREA/200/4	7.11
	STORAGE		1,160	AREA/300/4	0.97
PAVILION	GYM	ATHLETICS	13,250	AREA/15/4	220.83
	LOCKERS		606	AREA/50/4	3.03
GYM	A&B	ATHLETICS	13,209	AREA/15/4	220.15
	EXERCISE		3,885	AREA/50/4	19.43
	LOCKERS		4,928	AREA/50/4	24.64
FOOD CON.	ALL	ATHLETICS	800	1:250	3.20
GYM II	ALL	ATHLETICS	9,000	AREA/15/4	150.00
POOL		ATHLETICS	N/A	787/4	196.75
TOTAL			203,478		1,654
BICYCLES					395

ESTIMATES OF PROBABLE CONSTRUCTION COST

A. The cost summary prepared by CSS Associates Architects for the City of Palo Alto as part of the Site Condition Survey of Ellwood P. Cubberley High School (September 15, 1989) summarizes probable construction costs for code required, condition recommended and cosmetic recommended work. Estimates for code required and condition required work have not been updated to present day costs and have been included "as is" in the description of the Master Plan. Implementation Plan and estimate of probable construction cost for the Cubberley Master Plan by Adamson Associates.

See Point 7, item No. C in the Appendix, page 56.

B. The estimate of probable construction cost prepared by Adamson Associates for the Cubberley Master Plan (January 30, 1991) summarizes probable construction costs of various building projects described in the Master Plan. These estimates have been developed in the absence of detailed design drawings and should be viewed as construction budgets for the projects described.

A. COST SUMMARY
 "Site Condition Survey of Ellwood P. Cubberley High School"
 September 15, 1989
 CSS Associates Architects

UNIT	CODE REQUIRED			CONDITION RECOMMENDED			COSMETIC RECOMMENDED			TOTAL
	ARCH	STRUCT	MECH ELEC	ARCH	MECH	ELEC	ARCH	MECH	ELEC	
A	4,872		9,600	39,474	6,950	23,665	49,981	22,500		72,481
B	5,532		22,705	39,897	9,250	23,665	41,834	37,000		78,834
C	330			34,000	18,125	23,665	44,119	500		44,619
D	755	6,000	19,750	26,505	27,321	4,375	63,361	500		64,483
E	1,992			31,405	14,375	23,665	38,145			38,145
F	8,845			17,341	18,550	23,665	39,015			39,015
FH			176	3,265	5,800	4,350	11,357			11,357
H	506			50,939	8,550	35,300	38,401			38,401
G	16,430	30,500		68,751	65,900	122,410	219,938	27,500		247,438
J	4,103	8,000		31,101	11,200	34,690	37,783	19,050		56,833
K	462	6,000		35,822	26,575	34,255	47,045	34,000		81,045
L	792		6,500	55,350	6,700	62,705	84,396			84,396
M	2,272	19,000		38,572	11,575	51,330	64,009			64,009
R	2,524	17,301		19,824	36,946	27,295	124,251			124,874
S	418			14,318	28,450	9,675	88,790			88,790
T	1,696		22,800	24,496	19,990	8,675	52,212			52,212
U	1,639	5,000		6,639	12,910	3,900	37,975			37,975
V	704			28,742	3,500	59,051	73,264			73,264
W	308			12,408	38,181	4,700	9,797			9,797
X	88			8,510		4,350	5,422			5,422
PAVILIAN	1,574	13,000	17,900	11,334	36,350	21,590	95,180	39,000		134,180
EXT. CORRIDOR				32,220						
TOTALS	56,018	57,000	197,856	713,993	320,795	692,439	1,285,332	180,050		1,465,382
Add 25% OH & P and General Conditions										431,806
Sub Total				388,647						2,159,033
Add 15% Contingency				58,297						323,854
GRAND TOTAL				446,944						2,482,887

ARCHITECTURAL/ENGINEERING FEES

Fees for the production of design and construction documents have not been included. It cannot be determined at this point which portions of the work will be undertaken. Therefore, add the following percentage for the various construction contract ranges.

CONSTRUCTION FEE	A/E FEE
Under \$100,000	12 - 15%
\$100,000 - 500,000	10 - 12%
\$500,000 & over	8 - 10%

B. COST ESTIMATE
Cubberley Master Plan
January 30, 1991
Adamson Associates

January 30, 1991

Spencer Associates
Architects
700 High Street
Palo Alto, CA 94301

Attention: Mr. Steve Bowers
Cubberley High School Masterplan

AA 90/2443

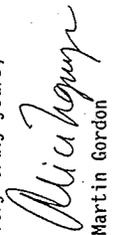
Gentlemen,

In accordance with your instructions, we enclose our Masterplan Estimate for Cubberley High School.

We have used the estimates provided by CSS Associates for Code Required and Condition Recommended items.

We should be pleased to discuss these figures at your convenience. Should you have any questions, please contact Alice Nguyen at our office.

Very truly yours,


for Martin Gordon

AM/th

Enclosure

Cubberley High School Masterplan

AA 90/2443
30-Jan-91

Cost Plan prepared from:
Site layout - 3 sheets
Phase I Description - 4 sheets
Phase II Descriptions - 1 sheet
Building Areas - 2 sheets
Sketches - 6 sheets
Cost Estimate by CSS Associates

Cost Plan includes:

Master Plan includes code and condition measures recommended by CSS Associates, which includes repairs to correct safety and code requirements. Items include hardware replacement, re-roofing, exterior painting, soffit repair, modifications for handicap plumbing fixtures, allowance for mechanical and electrical systems modification.

Architectural Improvements include central courtyard development; covered walkways between Buildings C, D, E, F, H; replacement of Building A/B by new 2 story structure; renovating and subdividing Buildings D, E, F and U into spaces for artist studios by changing building cross section, courtyard improvements including new landscaping and screen wall; addition and renovation of Building C; renovation and expansion of Building L; expanding Theater lobby to include toilets, outdoor stage, acoustical shell and seating area on west side of Building M; expansion and renovation of Building MP; renovation of boys locker room, and new facade at north elevation of gym; Buildings S & T will receive work as described by CSS Associates, Building V will be demolished and replaced by landscaping; Building H will be demolished and replaced by open courtyard; Buildings H, I, J, K, P receive minor improvements as described by CSS Associates. Parking improvements include addition of 20,000 SF area and allowance for restriping of existing parking. Athletic fields include provisions for tennis courts, challenge course, grooming existing fields, new restroom/storage building.

Other improvements involve gymnasium expansion, demolition of Pavilion West Wing, new 50 meter swimming pool, and gym facade renovation.

Cost Plan excludes:

- Asbestos abatement.
- Professional design, testing, management and inspection fees.
- Legal and financing costs.
- Change order contingency.
- Fire and all risk insurance.
- Premium for work performed outside regular trade work hours.



ADAMSON ASSOCIATES
170 Columbus Avenue San Francisco CA 94133 (415) 981-1004
FAX 981-1419

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AA 90/2443
30-Jan-91

Cubberley High School Masterplan

AA 90/2443
30-Jan-91

Cubberley High School Masterplan

G E N E R A L S U M M A R Y

	\$M	G. C. Markups 25%	Contingency 15%	TOTAL
1 Code Repairs by CSS Associates	311	78	58	447
2 Condition Repairs by CSS	1,727	432	324	2,483
3 Building A/B	2,066	517	387	2,970
4 Building C	388	97	73	558
5 Building FH	21	5	4	30
6 Building H, I, J, K, and P	259	65	49	372
7 Building M & Band Shell	289	72	54	415
8 Buildings D, E, F, U	691	173	130	993
9 Building L	1,411	353	265	2,028
10 Multipurpose Building	1,088	272	204	1,564
11 Theater	275	69	52	395
12 Gyms A & B	372	93	70	535
13 Gymnasium Expansion	900	225	169	1,294
14 Pavilion	58	15	11	83
15 Buildings S, T, and V	147	37	28	212
16 Athletic Field	625	156	117	898
17 Central Courtyard	229	57	43	329
18 Landscape Structures	143	36	27	206
19 Covered Walkways	218	55	41	313
20 Swimming Pool	770	193	144	1,107
21 Parking	694	174	130	998
RECOMMENDED BUDGET FOR CONSTRUCTION				18,230

Jan-91

QUANTITY UNIT RATE \$M

1. Code Repairs by CSS Associates
LS \$M311

2. Condition Repairs by CSS Associates
LS \$M1,727

3. Building A/B
10,416 SF 4.00 42
Demolish existing
New building - two story, wood framed,
cement plaster exterior, aluminum
windows, flat roof. Space for
cafe/gallery, offices, classrooms,
meeting rooms
Building A/B & C Interior Courtyard
Credit CSS repair work
20,000 SF 100.00 2,000
14,000 SF 15.00 210
LS (186)

\$M2,066

4. Building C
Interior Repair - CSS study
LS 45
New addition
3,430 SF 100.00 343
\$M388

5. Building FH
Demolish existing
Building FH Interior Courtyard
1,400 SF 4.00 6
LS 15
\$M21

Cubberley High School Masterplan

AA 90/2443
30-Jan-91

Cubberley High School Masterplan

AA 90/2443
30-Jan-9

6. Buildings H, I, J, K and P

	QUANTITY	UNIT	RATE	\$M
Interior Repair - CSS Study				
H		LS		38
I		LS		73
J		LS		57
K		LS		81
P		LS		10
				\$M259

7. Building M & Acoustic Band Shell

Acoustic Shell - including outdoor stage and shell	2,000	SF	100.00	200
Walkways	1,000	SF	25.00	25
Interior Repair - CSS Study		LS		64
				\$M289

8. Buildings D,E,F,U Art Studios

Cross section change D,E,F	7,650	SF	2.00	15
Demolish (e) roof/wall section		LS		20
Vertical supports	5,100	SF	10.00	51
Roof structure	510	LF	30.00	15
Tie into existing	2,550	SF	30.00	77
Clerestories	1,200	SF	15.00	18
Modify exterior wall ends	5,100	SF	5.00	26
Roofing and waterproofing	10,800	SF	5.00	54
Reconfigure interior partitions - E,F,U	10,416	SF	9.40	98
Interior Repair E, F - CSS Study	15,465	SF	10.00	155
Plumbing/Electrical E,F,U		LS		56
Interior Repair - U				
Buildings D,E,F,U Courtyards: (3)	15,300	SF	2.75	42
Softscape (30' wide)	510	LF	125.00	64
New screen 6' wall with plaster				
				\$M691

Interior work to Building D by others.

9. Building L - Dance Theater, Visual Arts

	QUANTITY	UNIT	RATE	\$M
Renovate existing building	16,500	SF	12.00	198
Interior partitions	16,500	SF	15.00	248
Interior finishes	16,500	SF	1.00	17
Equipment	16,500	SF	12.00	198
Mechanical/electrical systems	5,000	SF	150.00	750
Additions - Black Box and Studio space				\$M1,411

10. Multipurpose Building

Renovate existing	550	SF	70.00	38
Renovate kitchen	13,572	SF	8.00	108
Interior partitions	13,572	SF	12.00	162
Interior finishes	13,572	SF	3.00	41
Equipment/specialties	13,572	SF	10.00	136
Mechanical/electrical	5,000	SF	120.00	600
New addition				\$M1,088

11. Theater

Enlarge lobby to provide new public restrooms 1,375 SF 200.00 \$M275

12. Gyms A & B

Demolish east wing	6,800	SF	4.00	27
Renovate boys locker	1,500	SF	80.00	120
Interior Repair - CSS		LS		4r
Lockers and new fixtures	20	LS		20
New facade at east wing	1,250	SF	40.00	50
New facade at north wall	3,000	SF	40.00	120
Credit CSS repair work		LS		(5)
				\$M372

QUANTITY	UNIT	RATE	\$M
9,000	SF	100.00	\$M900

QUANTITY	UNIT	RATE	\$M
500	LF	125.00	63
	LS		50
2	EA	15.0M	30

13. Gymnasium Expansion

18. Landscape Structures (Buildings S,I,U Courtyards)

New screen 6' wall with plaster
Rework landscape/parking
Entry pylons

14. Pavilion

Demolish existing	3,500	SF	4.00	14
Repair facade	1,100	SF	40.00	44
				\$M58

15 Buildings S, T and V

Demolish building V
Interior Repair - CSS study
Building S
Building T

	1,600	SF	4.00	6
		LS		89
		LS		52
				\$M147

16. Athletic Field

Fields
Challenge Course
Tennis court - partially moved
New area
Resurfacing
Field restrooms and storage

	651,000	SF	0.50	326
		LS		20
	25,975	SF	7.50	195
	17,225	SF	2.00	34
	300	SF	165.00	50
				\$M625

17. Central Courtyard

Fill existing depressed courtyard - assume 2'
Amphitheater
Terrace east Building A/B
Landscape
Lighting
Trees

	21,000	SF	2.00	42
	4,000	SF	15.00	60
	6,000	SF	12.00	72
	11,000	SF	2.00	22
		LS		30
		LS		3
				\$M229

21. Parking

New parking, including paving, drainage
lighting, curbs, landscaping
Reconfigure/restripe existing including
lighting, landscaping

	20,000	SF	5.00	100
	297,000	SF	2.00	594
				\$M694

19. Covered Walkway Demolition and Renovation

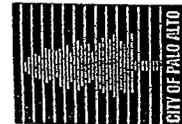
Credit CSS Repair

	25,000	SF	10.00	250
		LS		(32)
				\$M218

20. Swimming Pool

Swimming and wading pool
Concrete apron
Lawn
Gym facade renovation

		LS		500
	5,000	SF	6.00	30
	20,000	SF	4.00	80
	4,000	SF	40.00	160
				\$M770



CITY COUNCIL MINUTES

A

==== PALO ALTO CITY COUNCIL MEETINGS ARE BROADCAST LIVE VIA KZSU - FREQUENCY 90.1 ON FM DIAL =====
Regular Meeting
May 6, 1991

UNFINISHED BUSINESS

- 6. Master Plan for community center reuse of the Cubberley High School site located at 4000 Middlefield Road (continued from 4/22/91) (300) (CMR:256:91)

Mayor Sutorius said the item was continued from the Council Meeting of April 22, 1991, after conclusion of the public hearing.

MOTION: Council Member Cobb moved, seconded by Levy, to adopt a negative declaration and take the following action with respect to the Cubberley Master Plan:

1. Approve the Cubberley Master Plan in concept as a policy of the Council, and incorporating the concepts of the Alternative Field design.
2. Approve the implementation of Phase 1 of the Master Plan (the Implementation Plan); subject to the availability of funds for that implementation.
3. Affirm that any implementation of the Master Plan beyond Phase 1 will be subject to the normal City review and approval processes.
4. Establish the policy that the existing open space at Cubberley will be preserved in its entirety, and not be used as a parking reserve.
5. Instruct staff to determine and report back to the Council for consideration and possible action: (a) the degree to which public/private partnerships can be used to generate financial support for the Master Plan implementation, (b) potential mechanisms for the creation and implementation of such partnerships.

ITEM	PAGE
Oral Communications	66-137
Consent Calendar	66-137
1. Contract with Echo West for Lucie Stern Community Center Structural Renovation	66-137
2. Contract with Oakland Fence Company for Security Fencing at the Palo Alto Landfill	66-137
3. Finance and Public Works Committee Recommends Approval of Contract with Coopers & Lybrand for Audit Services	66-137
4. Finance and Public Works Committee Recommends Approval of City's Auditor Revised Work Plan	66-138
Agenda Changes, Additions and Deletions	66-138
5A. (Old Item 5) Finance and Public Works Recommends Revision of the Criteria for Sidewalk Replacement and Repair	66-138
6. Master Plan for Cubberley High School Site	66-140
Adjournment at 11:32 p.m.	66-165

66-136
5/06/91

66-140
5/06/91
44

FINDINGS

1. The Master Plan will ensure construction and operation of the use in a manner that will be orderly, harmonious, and compatible with the existing or potential uses of the adjoining or nearby sites, in that the facility will be improved and maintained for community center use for cultural and recreational purposes, a desire expressed in the Comprehensive Plan and reaffirmed by the neighboring residents during the Master Plan, a community outreach process.
2. The Master Plan will ensure the desirability of investment in the same adjacent areas, because it will allow for maintenance and improvement of facilities, which would otherwise be unable to be properly maintained and improved.
3. The Master Plan will ensure that sound principles of environmental design and ecological balance shall be observed, as documented in the attached environmental determination.
4. The Master Plan will ensure that the use will be in accord with the Palo Alto Comprehensive Plan, particularly Policies 1 and 2, and Programs 1, 2 and 3 of the Schools and Parks Element.

CONDITIONS

1. Any further proposals to require additional parking beyond that indicated in the Master Plan shall be referred by the Director of Planning and Community Environment to the Planning Commission for recommendation and City Council for final action. This condition is intended to prevent the conversion of required parking, shown in the Master Plan as landscape deferral in the field area, to be converted through an administrative process to actual parking without benefit of a full public hearing. Any such additional parking shall be established by: (a) a reduction in the proposed new improvements, (b) further restriction through the use permit on the simultaneous use and occupancy of certain large-occupancy facilities, or (c) a substitute proposal for satisfying the parking requirements other than a parking structure.
2. A Cubberley Advisory Committee shall be appointed, comprised of representatives of the Green Meadow Community Association, existing and potential tenants of Cubberley, members of the community at large, a member of the Planning Commission and Community Services Department staff. This Committee shall hold open public meetings to develop recommendations for future implementation phases of the Cubberley Master Plan prior to any application for the Master Conditional Use Permit beyond the Implementation Plan defined in the document. The recommendations of the Cubberley Advisory Committee and a summary of their process for deriving the recommendation will be transmitted to the Zoning Administrator with any future applications for future Conditional Use Permits on the site.

The nature of any public/private partnerships and their relationship to the Advisory Committee shall be determined at a future date.

3. The alternative field design shown on Exhibit A shall be substituted for that included on the Implementation Plan and Master Plan. This substitute design shall be conditioned with either a) a reduction in the proposed new improvements, i.e., the extra gymnasium; b) further restriction through the use permit on the simultaneous use and occupancy of certain large-occupancy facilities; or c) a substitute proposal for providing additional spaces on-site.

Council Member Cobb believed the City should begin with the larger canvass of planning and vision that the Master Plan represented because it would be easier to make adjustments to it than to start with a smaller vision and try to add to it should the results of the potential public/private partnerships and fund-raising warrant it. The approval would be for the first phase of the Implementation Plan and subject to the availability of funds. The language stated the City would not go beyond the Planning Commission recommendations at the present time and recognized the serious funding issues which must be dealt with. Under no circumstances would the open space, which included the tennis courts, be used for parking. If other parking solutions were required, they would not come out of the existing open space and would have to be some kind of combination of conditions outlined. The entire community needed to be involved in the process of determining the kinds of funding it would take to make a grand vision for Cubberley a reality. He recognized the budget issues before the Council and the impact on the City, but Cubberley was a "once in a lifetime opportunity." Cubberley had been an issue for ten years, with five years of discussion with the Palo Alto Unified School District (PAUSD), and several more years of difficult negotiations wrapped around the utility user tax (UUT) measure, the result of which was a 25-year lease with options. Approval of the motion would take cautious, prudent, and carefully-controlled first steps to see if the community would rise to the occasion.

Council Member Woolley referred to Item 3 of the motion and queried the City's review and approval processes beyond Phase 1.

Council Member Cobb said the present or a future Council would have to authorize any subsequent steps. Item 3 was included in the motion to reassure the public there would be an opportunity to participate during further review process.

Council Member Woolley understood the process consisted of Architectural Review Board (ARB) and Zoning Administrator approval but not Council or Planning Commission approval. The only way the Council would become involved was through the F&PW Committee and the budget process.

City Manager Bill Zaher said that was correct. The formal actions outlined were correct but none of them made any sense without some

policy on the part of the Council as to where the project should go which was the subject of Council Member Cobb's motion. With a policy, the ARB and Planning Commission had guidance as to how the project should proceed.

Council Member Woolley preferred to have some of the actions taken through the Planning Commission and the Council process.

Council Member Cobb said the broad policy questions needed to be addressed at Council level, and the motion said the Council authorized the implementation of a certain portion if funds were available but did not authorize anything else. The motion implied the project would return to Council with proof that the next step could be taken.

Council Member Woolley said the motion authorized the Master Plan.

Council Member Andersen referred to the staff report (CMR:240:91) and Condition No. 1(c) of the motion and queried whether the parking requirements included building a parking structure which would accommodate additional parking.

Zoning Administrator Nancy Lytle said the concept of a parking structure was not well received with the community, but the option was not precluded for the future. Staff was looking at programs which reduced the demand for parking or alternative means of parking offsite.

Council Member Andersen believed Condition No. 1(c) should include an incentive other than a parking structure.

Council Member Cobb disagreed. A fee structure or permit system could be devised for the college users; but for the people using the playing fields and the casual users, a permit system would be a deterrent and a fee structure would be extremely complex.

LANGUAGE INCORPORATED INTO MAIN MOTION TO INCLUDE THE ADDITION OF "OTHER THAN A PARKING STRUCTURE" AFTER PARKING REQUIREMENTS IN CONDITION NO. 1 (c).

Council Member Andersen referred to Condition No. 2 and queried the change from "members" to "representatives."

Director of Social and Community Services Paul Thiltgen said staff was concerned because there were representatives from a broad section of the community.

Mayor Sutorius clarified the term would be used to connote a representative and not all the members of an organization.

Council Member Andersen believed the word representative meant a person outside of the organization which was not what was intended.

Mayor Sutorius suggested Council Members consider the concept that Council would be involved in the original Planned Community or a

66-143
5/06/91

major modification to a Planned Community zone, and the same concept could be applicable in a community center of the magnitude suggested and where the special nature of site and design review process was applicable.

Council Member Kniss queried the language "subject to the availability of funds" referred to in Item 2 of the motion.

Council Member Cobb referred to the difficult budget decisions facing the Council and said the foundation on which the entire Cumberley question was based was the lease which was driven in part by the UUT revenues. Without those revenues, there was no Cumberley project. The thrust of the motion was to bring the community together in such a way as to get everything necessary done to build on that foundation by raising money through the public/private partnership. That meant going beyond the basic civil lease and the necessary code and conditions improvements attached to it which would be handled by the public/private partnership. He was not sure where one could draw a hard line between those two areas.

Council Member Kniss referred to the staff report (CMR:256:91) and clarified going beyond code and condition repairs meant taking money from a source other than the General Fund and not from the UUT. She asked for clarification.

Mr. Thiltgen said funding currently existed only for the code and conditions improvements and then additional funding would be necessary. Staff worked under the basic premise that if money was not available, no building would be done.

Council Member Kniss clarified as the need for funding went beyond those funds allocated in what the public perceived to be UUT revenues, building would stop until another funding source was found or until the funds were generated through the public/private partnership or some other donation. She queried whether that needed to be spelled out in the motion or whether it was inherent.

Mr. Zaner believed Council Member Kniss' understanding was built into the motion in the sense that staff could not spend money until Council approved funds in the budget.

Council Member Renzel assumed the motion paralleled the staff recommendation and queried whether it was the intent of the plan that nothing beyond Phase 1 would be done until Phase 1 was completed.

Mr. Thiltgen said staff's intent was to proceed with the basic funding level. As funds were generated, staff would move forward in stages of the first phase because those were the areas of most need. However, if a donor was willing to donate funding for something not included in the first phase, staff would like the opportunity to take advantage of the donation and use it as an incentive to generate more funding.

66-144
5/06/91

Council Member Renzel queried whether Foothill College had any right to the parking.

Mr. Thiltgen said as a tenant, Foothill College had a right to use the parking. There was no designated parking for any one specific use other than a couple of reserved spaces for public safety and handicapped.

Council Member Renzel recalled a previous indication by the Dean of Foothill College that at the beginning of the semester, Foothill College accounted for 25 percent or some other high percentage of the night parking which did not leave a lot of space for the City's activities, and she queried to what extent the City had control over the intensity of the Foothill College use.

Mr. Thiltgen said a cap was placed on the amount of space Foothill College would use so that the rest would be available for community use. Except for the first week of a semester, there was sufficient parking to accommodate the other uses on the site.

Council Member Renzel said the Dean of Foothill College also indicated Foothill would like to better utilize the space it had. It seemed the City had leased so much square footage and there was no control over how it was used. She queried whether Foothill College was limited in terms of not being able to use the space after 10:00 p.m. or before 7:00 a.m.

Mr. Thiltgen said the comment by the Dean of Foothill College reflected on the fact that Foothill College basically used the campus between 5:30 p.m. and 9:30 p.m. with some uses during the day. Their intent was to increase their programming and activity use during the day so they could make better use of the space being leased. The primary parking problem occurred between 6:30 p.m. and 7:30 p.m. when the two sets of classes coincided. Staff worked its scheduling around when Foothill College would use the site to avoid the parking problems. The City's primary use of the property was Fridays and Saturdays which worked well since Foothill's primary use was Monday through Thursday. He believed the City had a good, harmonious relationship with Foothill College.

Council Member Renzel referred to doing something beyond what was included in Phase 1 of the Implementation Plan if a donor wanted to provide money for it. The City had a first phase Implementation Plan and some other things recommended by the Planning Commission and ARB which would have parking demands and impacts not yet tested. If a donor funded one of the intensive uses which remained in the Master Plan before everything else and it was later discovered that there was inadequate parking, she queried what would happen to what was already included in the Implementation Plan.

Mr. Thiltgen said the Master Plan was designed to include the parking impacts. If whatever was developed along the way created a parking impact, staff's intent was always to look at different ways to deal with the parking either through different scheduling or alternative methods.

Council Member Renzel was not sure that would always be possible and she was concerned about underestimating the parking demand.

Mr. Thiltgen said since most of the square footage and uses included in the Master Plan were already there, the only two things he could see that would create a problem were the additions of the gymnasium and the second floor. He did not even see the swimming pool as a major impact because of the scheduled and seasonal use of the facility. If the extra gymnasium was to be built, it would require studying and monitoring present parking impacts before proceeding.

Council Member Renzel queried if staff estimated the building area with 800 spaces to a comparable facility in Palo Alto, what would that approximate, i.e., equivalent to City Hall, Rinconda Park, or Palo Alto Square.

Ms. Lytle said Rinconda Park or the Terman Community Center were good comparisons. She referred to Attachment C of the staff report (CMR:240:91) to the Planning Commission and the equivalent calculation which compared the Master Plan for Cubberley with the Terman facility and the parking provided there. The Cubberley Master Plan would provide more than double the parking based on a square footage than what Terman provided although Terman was not a satisfactory parking situation. The Implementation Plan included provision for 112 extra parking spaces and would decrease the existing deficit. If the parking implementation was done in Phase One as projected, there would be the ability to approve some extra development and experience what would happen before moving on to any other projects.

Council Member Renzel queried the percentage of time the fields and the open areas were scheduled during the daylight hours and the opportunities for casual neighborhood use of the area.

Recreation Superintendent Anne Cribbs said the fields and open areas had a full schedule during daylight hours, but there were spaces not designated for practice fields available.

Council Member Renzel queried whether the track was available for casual use.

Ms. Cribbs said yes.

Council Member McCown suggested the following two additional paragraphs be added to the motion after paragraph No. 4, and that No. 5 would become No. 7:

5. The highest priority shall be to renovate existing facilities, including upgrading and enhancing through additions of square footage where necessary for efficiency and better utilization. The policy was intended to encompass the elements of the Implementation Plan.

6. Additional renovations and major new uses proposed beyond the Implementation Plan (swimming pool, new gymnasium, new Buildings A, B, and C, new wing on Building L, and the multi-purpose expansion) would be a lower priority and would only be pursued if they could be accomplished consistent with the site constraints defined by the parking limitations and the continued use of the renovated facilities. Before any major uses could be added, a parking analysis would be performed to evaluate whether additional uses could be added without negatively impacting existing site uses in the surrounding neighborhood.

NOS. 5 AND 6 INCORPORATED INTO THE MAIN MOTION BY MAKER AND SECONDER WITH OLD NO. 5 BECOMING NO. 7

Vice Mayor Fazzino asked Council Member McCown to list those items of lower priority.

Council Member McCown clarified the new swimming pool, the multi-purpose building expansion, the new gymnasium, the wing on Building L, and the expansion of Buildings A, B, and C were items in excess of \$1 million and the last item in excess of \$3.5 million and were major capital projects. She listed them as a lower priority and to be accomplished only if the parking situation permitted it and the existing use of facilities. The highest priority would be to reuse the site effectively.

Vice Mayor Fazzino agreed with Council Member McCown but queried what would happen if an investor came forward and wanted to provide a new facility and whether staff would return to Council for approval to take the item off the lower priority list.

Council Member McCown said her recommendation did not change the elements of Council Member Cobb's motion beyond the Implementation Plan and only clarified the priority. Staff would be required to return to Council to determine whether it could be done in a manner consistent with the parking situation and continue to maintain the renovated site in existence. If the answer was yes, the offer from an investor could be considered. If the answer was no, i.e., more parking would be needed than could be provided, or a building would need to be removed and eliminate some uses, then the policy would say it could not be done because the higher priority was to continue with the reuse of the existing facility.

Vice Mayor Fazzino clarified all the items beyond the Implementation Plan would be subject to City review. He queried whether the parkland could be dedicated and what kind of flexibility the City would have with respect to the Master Plan if the parkland was dedicated.

Mr. Calonne said the parkland could probably be dedicated, but he needed to review the Education Code for areas which might create a problem.

66-147
5/06/91

Mr. Thiltgen said the dedication was based on a piece of property's shape and dimension. If the property was dedicated, the ability to reorganize would be restricted and the item would have to return for a vote of the people to be changed.

Vice Mayor Fazzino understood there were different kinds of restraints and queried whether the baseball fields at El Camino Park could be moved.

Mr. Thiltgen believed the code referred to actual definitions of what the space perimeter were of the fields.

Vice Mayor Fazzino said the uses would not be affected.

Mr. Zaner said the uses could be affected and there were procedures for making improvements to parks on dedicated land which involved the adoption of ordinances by Council. He could not think of a more difficult and vexatious problem than El Camino Park in terms of its costing the City hundreds of thousands of dollars a year all because it was a dedicated park for lease. There was a difference between dedicating a park when the City owned the property but the City leased El Camino Park, and it was a very difficult problem for the City to deal with and a solution had not been found. He could not foresee what would happen with Cubberley in 10, 20 or 25 years, and he urged Council not to dedicate a leased piece of property and put Council or its successors in the same kind of position as the present Council was in with regard to El Camino Park. Council was in complete control of the Cubberley lease and dedication could only serve to restrict the Council.

Vice Mayor Fazzino said one difference was the PAUSD was accountable to the same voters as the City Council and it was a different situation than the Stanford Board of Trustees.

Mr. Calonne said the Palo Alto Municipal Code stated an ordinance was required before any substantial building construction, reconstruction or development could occur. He believed that implied some insubstantial development could occur without an ordinance.

Council Member Levy queried the present cash availability that would be dedicated to the Implementation Plan.

Mr. Zaner said the cash availability varied with the amount of utility sales because it was tied to the UUT. It was not so much pegged to rental income because the large bulk of the rental income under the agreement passed through to the PAUSD. The key was how much utility sales were made which determined how much the particular percentage brought in, and what was left went to the Cubberley project. Over the ten years, staff estimated if sales went as projected, there would be approximately \$3.5 million.

Council Member Levy clarified the implementation phase based on the funds available would be approximately a 20-year plan.

66-148
5/06/91

Mr. Zaner said that was correct. Staff always anticipated the basic improvements at Cubberley, e.g., those things which had to be done to make the building safe for occupancy, would be done as quickly as possible. The money was not "in hand" because the UUT came in quarterly, and the plan had always been to "borrow" from one of the City's funds and repay the fund over a period of time. The Council would have complete control over how fast repayment was to occur because it would need to be included in the budget.

Council Member Levy clarified the City received some money from rents and he queried whether a policy existed in terms of how much the city charged for rents at Cubberley.

Mr. Zaner said Council adopted a policy which favored a far below market rate for nonprofit groups, e.g., artists, persons who were not commercial endeavors, and the current rate was \$.33 a square foot.

Council Member Levy queried whether any policy existed which precluded the rent being more than that.

Mr. Zaner said nothing precluded Council from raising the rent.

Council Member Levy clarified the policy did not set the figure but rather stated the figure would be below market rates.

Real Property Manager Bill Fellman said Council set the rates at \$.33 for artists and \$.55 for nonprofits. Since that time, the rent to artists was elevated to \$.37. There were current tenants who were under the original PAUSD leases until July, 1992.

Council Member Levy queried whether data existed which indicated the costs for maintenance of the facility, and whether the \$.37 would pay for maintenance in any way.

Mr. Zaner said no. Staff had the total costs for maintenance and could compute a per foot cost.

Council Member Levy queried whether the amount would still be well below market rates if Council set a policy which stated its objective was to have the maintenance costs covered.

Mr. Fellman said if the rates covered the maintenance costs, they would be about market rate. The market rates at Cubberley were about \$1 per square foot.

Council Member Levy said at some point he would like to pursue the question of why reimbursing the City for maintenance brought the rental figure up to market rate.

Mayor Sutorius believed as of the close of the third quarter of Fiscal Year 1990-91, with one quarter to go, the City's rental income at Cubberley was approximately \$868,000, which was a satisfactory performance rate. It meant the City was assured it would more than exceed that portion of the rental revenue which was

66-149
5/06/91

a pass through of the Cubberley lease. Staff accomplished what it said at the outset, i.e, despite what needed to be done in taking over the Cubberley site and some vacant spaces because the PAUSD vacated the portion it occupied, it could cover the revenue obligation and exceed it.

AMENDMENT: Council Member Levy moved, seconded by Kniss, to amend Item No. 3 to add at the end "and to include City Council review and approval."

Council Member Levy believed the addition would cover the concern that any additions beyond the Implementation Phase to the Master Plan return to the City Council.

Council Member Kniss believed the addition helped to make the intent of the Council's discussion more precise.

Mr. Calonne clarified the City Manager had indicated to the extent implementation meant budgeting it would return to the Council. He noted actions of the Zoning Administrator were appealable to the City Council, and ARB actions could be referred directly from the Director of Planning and Community Environment to the Council. If Council wanted something more than budgeting to return to Council, it should be explicitly stated.

Council Member Levy preferred for Council to approve the Implementation Plan and the Master Plan would be on the table, but any part of the Master Plan would have to return to the City Council for approval. For example, Council was not approving a swimming pool simply because the funding was being made available from a private source. While it was true the Zoning Administrator and ARB decisions could be appealed to the City Council, the language proposed in his amendment would require something to return to the Council not merely because of the funding elements but other elements as well. He wanted the City Council to have the opportunity to be comfortable with the parking and whatever the community's thinking was at the time.

Mr. Zaner clarified Council Member Levy's intent was those elements of the Master Plan would return to Council on a project-by-project basis for approval.

Council Member Levy said the elements beyond the Implementation Plan would return to Council project-by-project.

Mr. Zaner had no problem with the amendment but clarified a project had to return to the Council regardless because they had to budget capital improvement projects and staff needed authority to budget the items and spend the money. There was no way for staff to do a project without Council approval.

Council Member Renzel supported the amendment if it meant the projects would return to Council for review as a matter of policy and not just as a part of the budget document. The budget document did not provide the kind of public exposure that a specific policy

66-150
5/06/91

issue did and it was important for the items to be agendized and clear to the public.

Council Member McCown understood what the amendment intended to accomplish. She referred to Condition No. 2 regarding the process for future implementation phases and master use permit process and queried whether any pursuit of a further project would return to the Council before it went through any of the other processes.

Council Member Levy envisioned a project coming before the Council after it went through the Zoning Administrator.

Council Member McCown suggested wording be added to Condition No. 2 that whatever came out of the Zoning Administrator's processes would go through the Planning Commission and City Council.

Mr. Zaner was concerned about going through the entire public process, having the community group work on the project with staff, going through the formal processes, and then the project going to Council. If Council wanted to make some judgment about whether a project should move forward, it should happen at the beginning so regardless of whether funds were received from a private party for a swimming pool, Council could decide whether it wanted to pursue a pool; and if so, the processes could determine how and where the pool should be constructed.

Mr. Calonne suggested the amendment to Item 3 read "and to include City Council review and approval before Zoning Administrator, Board or Commission action." If Council wanted to include the language as part of Condition 2, the third sentence could read, "The recommendations of the Cubberley Advisory Committee and a summary of their process for deriving the recommendation will be transmitted to the City Council and then the Zoning Administrator with any future applications for future Conditional Use Permits on the site."

Council Member Levy did not believe that was what he had in mind. Council was either approving a master plan, the elements of which were 20 years off, or it was approving some very big projects in concept which could only materialize if private funding was received. Since those projects were envisioned to be very big, they needed to return to Council in detail because they would affect the entire use of the facility, e.g., parking and fields, etc. Even though Council believed a new swimming pool was an acceptable concept on the site, the swimming pool detail would go to the Planning Commission, etc., and would return to the Council. While he did not believe Council needed to approve the concept of something twice, Council needed to review and approve the detailed implementation plans at its level.

Mayor Sutorius believed what Council Member Levy described was the concept of a Planned Community (PC) zone modification where there was an approved PC zone project and when a proposal was made to change it, it went to the Council for review.

66-151
5/06/91

Ms. Lytle believed if the intent was to have the Planning Commission's and the Council's review of specific development approvals within the Master Plan, Council should impose a (D) overlay on the Cubberley property in order to accommodate a site and design process. A minor project would go through the minor site and design approval process, which included ARB only; and a major site and design project would require Planning Commission review and recommendation and Council approval. Because of the new streamlined process where any action which ultimately required Council approval was accompanied by another action, such as a use permit, the use permit would go along with the site and design application, and the use permit would also be a Council decision.

Council Member Levy did not consider himself enough of an expert on the details of site and design. He believed his original amendment on Item 3 would provide for going through whatever the normal City review and approval process were and to include City Council review and approval.

Ms. Lytle said the concern was the abnormality of the process. She was thinking about whoever was the Zoning Administrator in ten years who looked at a PF designation and knew the process for a permitted or conditional use was ARB approval and Zoning Administrator approval, and that buried in an internal planning document was a motion of the Council that he or she would not remember. The "normal process including City Council review" was an oxymoron.

Mayor Sutorius was convinced the (D) overlay was the way to go.

Council Member Cobb believed the (D) overlay as outlined by staff and by the motion of Mayor Sutorius was the direction to go. The protection was in place already and nothing could move forward without funds, and a vote was needed to apply those funds. Major projects would come back through that channel. He believed the (D) overlay was a good solution. He did not want to send a message to adopt the Cubberley Master Plan in concept as a policy of the Council and then add language that said the Council would not do that, which the original amendment did. The (D) overlay made it clear that the project had to go through the process and return to Council which gave the community the ability to enter into the process, appeal directly to the Council to make their feelings known, and for the Council to act accordingly.

Council Member Woolley supported the (D) overlay because the process was already in place and would distinguish between major and minor projects. Item No. 3 indicated "any implementation" and then the projects would have to come to Council. There was no process set up to define what was a minor or major project.

Council Member Andersen queried the difference between a major and minor project.

Ms. Lytle said a minor project was determined to have no physical impact or significant environmental affect, would not add square

66-152
5/06/91

footage which would be considered exempt, and would be handled by landscape or minor exterior change to an existing building or reconfiguration of space.

Council Member Andersen referred to the items on the Master Plan not approved by the Planning Commission and queried which items would be considered minor.

Ms. Lytle said the items within the Implementation Plan would be minor, e.g., rest room and interior code renovations. Major items would be the addition of the theatre, multi-purpose room, swimming pool, and new gymnasium.

Council Member Andersen queried whether the covered walkway renovation would be minor.

Ms. Lytle said because of the controversy over the project, it would be sent through the major process unless resolved in a previous review.

Council Member Renzel queried how the suggested (D) overlay would tie into Council Member McCown's motion regarding additional renovation beyond the Implementation Plan which would be a lower priority and only pursued if the parking was adequate and there was continued use of the activities. Ms. Lytle indicated a future Zoning Administrator could say everything was all right if there was a conditional use permit and master plan and would only have to go through the ARB. The design review allowed the Council to look at the swimming pool and decide what they wanted but did not allow a decision of yes or no. She understood Council Member McCown's amendment and Council Member Levy's comments would allow the review and consideration of how those major items in the Master Plan would dovetail with what was on ground and how it would function, which was different than site and design review. The Master Plan suggested those elements were ready to be reviewed, but Council needed a way to interact. Council Member McCown's motion dealt with a certain amount of that, but she wanted a policy decision to proceed with the other processes. She did not believe site and design review would be the place. She would not support the (D) overlay.

Mayor Sutorius said there would be difference of opinion regarding the validity of the design review for rejecting or changing a project. There were instances in the past with regard to major undertakings where Council had determined whether to continue in a given direction or make significant changes not previously incorporated in the elements of master plans, e.g., Byxbee Park or the Baylands area. He was not uncomfortable with the (D) overlay.

Council Member McCown said the project would dovetail together by not beginning the design review unless the project had already passed the basic policy statement. The projects would have to be consistent with the uses and parking. If the project could not pass that threshold, even with money available, it would not be in front of the Council as a proposed project for design review.

Council Member Woolley said Ms. Lytle referred to projects which were in the Implementation Plan and she queried whether the (D) overlay would have Council review the design of all of the projects listed on staff report (CMR:256:91).

Ms. Lytle said the projects listed in the Implementation Plan were examples of minor site and design.

Council Member Woolley queried whether the new theatre lobby was minor.

Ms. Lytle said no. The theatre lobby was added in the Planning Commission's recommendation as part of a follow up in the Master Plan and would be considered a major site and design. The Implementation Plan was primarily code repair, and the only expansion was a new bathroom.

Council Member Woolley queried whether the theatre lobby would be the only item reviewed by Council.

Ms. Lytle said yes, except through the budget process. The existing facilities were being upgraded and were only code repairs which were not considered major site and design applications. There would be no expansion of square footage. The construction of new buildings, swimming pools, gymnasiums, and the covered walkway renovation would be considered major use changes.

Council Member Woolley clarified the athletic fields and landscaping would not return to Council, and she was concerned those items were as major as the covered walkway renovation.

Ms. Lytle said the projects would not return to Council.

Planning Commission Chairman Pam Marsh clarified the Planning Commission had used site and design in a broad manner in recent applications to successfully address policy issues. The site and design was typically applied to the hill sides or the baylands and were looked at for intricacies of the design, e.g., colors, tiles, roof material. When multi-use projects came through, the design was placed on a secondary level. The prime concern would be how the different elements within the project reacted with the surrounding environment and whether the multi-use project integrated with the surrounding developments.

Council Member Kniss queried if with the (D) overlay, in ten years the Zoning Administrator would have the clarity needed since there appeared to still be matter of interpretation.

Ms. Lytle said future zoning administrators would use their discretion when deciding a minor and a major project. Some rules came from the California Environmental Quality Act as well as how the new development affected the surrounding community or the community center environment. There were some grey areas. The discretion of the Planning Commission and Council of the findings

through the review process for the site and design could bear on the decision.

Council Member Kniss said Council Member Levy's amendment was a more precise measure of the process returning to the Council.

Ms. Lytle said if the project was major and would change the site significantly, it would go through the Planning Commission and Council. The other process recommended was not codified or adopted in the Comprehensive Plan. There would be no major reference document to use in the day-to-day administration of land use in the Planning Department so applicants would not be advised unless there was knowledge of the specific clause in the motion which could be lost.

Council Member Kniss clarified for long-term clarification the process worked.

Ms. Lytle said that was correct.

Council Member Renzel queried whether a policy threshold would be reached before any site and design review went to Council.

Council Member McCown said the Council would give policy direction for participants in the stages beyond the Implementation Plan if the policy criteria had been met. Any further pursuit of those major projects had to meet the criteria. Something might need to be done with the earlier stage.

Council Member Renzel queried if there was an adopted master plan and in the conditions of adoption there was Condition No. 6 about later projects having a lower priority which had to meet certain thresholds, how a subsequent Zoning Administrator would be flagged for that; and what needed to happen administratively for the flagging problem with respect to the main motion.

Ms. Lytle said the high priority projects would have been done and staff would have moved on to the low priority projects. If the staff had changed or the intent forgotten, administration would research the intent that was conveyed with every motion.

Council Member Renzel said her approval was contingent upon meeting the criterion outlined by Council Member McCown. She wanted to ensure the public was involved and that the site would not be overdeveloped without clear guidance. The issues raised during the hearings needed to be addressed.

Ms. Lytle said the concerns were compensated with Condition No. 2. and the formation of the Cubberley Advisory Committee, which was not a normal process for that type of project, and would keep a lot of the conditions alive.

Council Member Andersen queried how staff would determine there was sufficient parking to proceed with the process; whether it would be at the outset and whether the procedure provided staff with the

66-155
5/06/91

incentive to do the necessary research to know there was sufficient parking available.

Ms. Lytle clarified the concern was whether the site and design process was sufficient for incorporating a parking consideration.

Council Member Andersen queried when the parking question would be answered. He did not want the process to go forward and then the data would show there was insufficient parking.

Ms. Lytle said the policy makers were not comfortable with the staff recommendation to approve the parking as indicated in the Master Plan. They wanted to be more incremental, test the parking as it went along, and not rely on the provision of new spaces as the only solution but to rely on some Transportation Demand Management programs which could be administered as another facet in the solution. The staff would say enough was enough through the public hearing process when the use permit came together with the site and design. At each individual major project, a decision would have to be made to determine whether there was a significant impact on parking; and if there was, the project would be denied.

Council Member Andersen understood. Council Member McCown's amendment suggested the process would not even be started unless the staff knew there was parking available.

Ms. Lytle said the Implementation Plan would provide 112 parking spaces and improve the situation.

Council Member Andersen said 112 spaces would not improve the situation unless Foothill College moved. Before starting any one of the Master Plan projects, the staff would have a clear picture if parking was available and queried whether the projects would be implemented without having the information.

Ms. Lytle said the staff assumed the deficit of parking would not be completely filled, and the goal was not to make the deficit worse than it was now. The Implementation Plan included 112 new parking spaces as a cushion for any future development. The existing need was not at maximum and would not get worse until square footage was added.

Council Member Andersen queried whether the calculation considered any growth on the part of Foothill College.

Ms. Lytle said maximum use of Foothill College was considered in the parking calculations.

Mr. Thiltgen said during peak parking times, Foothill College was at their maximum.

Council Member Andersen queried whether any part of the Master Plan could be visualized beyond the existing square footage with only 112 additional parking spaces.

66-156
5/06/91

Mr. Thiltgen said based upon the Implementation Plan, the use pattern would not change substantially from what currently existed. The 112 parking spaces added spaces to alleviate the times of overflow during those two- or three-week periods. Foothill College was using all the square footage available during their peak times with maximum capacity.

Council Member Woolley said the Council needed to make the policy decision up front, and Ms. Lytle said that when the design review was before the Council, then the parking would be reviewed.

Mr. Zaner said when a project was brought before Council, the staff did not present a project that did not meet the minimum requirements for parking and open space. The existing overlay mechanism would trigger a process that reminded the staff that the process needed to include a consideration by the Council. The projects would not be brought to Council without adequate parking because staff would know it would not go through. The protection that Council wanted was there. He urged Council to put the overlay into the project to trigger the right response and the Council's opportunity to review the process at the proper time.

Council Member Woolley queried how the process would dovetail with the Cubberley Advisory Committee in Condition No. 2.

Mr. Zaner said the Cubberley Advisory Committee was designed to give the staff the opportunity to work directly with the community, who would be heavily involved in the components of the Master Plan. The committee would have an opportunity to review all aspects. The Cubberley Advisory Committee happened before site and design and was a conceptual, organizing phase.

Mayor Sutorius clarified the amendment included Item No. 3 of the motion and affirmed that any implementation of the Master Plan beyond Phase One would be subject to City review and approval processes as established by the (D) overlay.

Mr. Calonne suggested the motion be an instruction to staff to prepare a zoning amendment to designate the site under the Site and Design Review Combining District which could be accomplished by a separate Item No. 8. Item No. 8 would read "instruct staff to initiate a rezoning action to designate the site for the Site and Design Review Combining District."

SUBSTITUTE AMENDMENT: Mayor Sutorius moved, seconded by Cobb, to add as Recommendation No. 8 "Instruct staff to initiate a zoning action to designate the site for the site and design process.

Council Member Levy would not support the motion. He wanted a policy statement, and the amendment referred to the elements of the zoning, etc., all of which could change. The facility would be important, and he was uncomfortable with the staff indicating that they might forget what the Council wanted as policy ten years from now. He believed staff could put into the process a way in which they would not forget that there was a policy in place.

Council Member Renzel said Council Member Levy had raised another issue, which was that the whole rule of design review could be abolished by another council and the intended impact would be lost. She supported the design review. When the projects were brought forward, the public would be told it was in the Master Plan and that Council had approved the Master Plan. A solution could be to take Council Member McCown's No. 6 and incorporate it into the Master Plan so that the Zoning Administrator at the time could recognize that the approvals in the Master Plan were conditional.

Mayor Sutorius said the (D) overlay would be on the property and anything that fit the criteria would come back for site and design review even though it was in the Implementation Plan.

Mr. Zaner said there was no problem because it was coming back anyway because the money needed to be appropriated for the projects.

Mayor Sutorius said there were elements of the Implementation Plan which people were concerned about that otherwise would not have come forward.

SUBSTITUTE AMENDMENT PASSED 8-1, Levy "no."

RECESS TO CLOSED SESSION - 9:47 P.M. TO 10:20 P.M.

AMENDMENT: Council Member Andersen moved, seconded by Renzel, to add to the end of Condition No. 3 "The field layout shall retain the track where it is. The bleachers on the north side may be removed to improve the visual appearance and integration of the track area into the rest of the site, provided, however, they should not be removed until and unless there is a project to replace them that is visually less obtrusive."

Council Member Andersen said the area and bleachers were used by the community organizations and were in as good a condition as the bleachers at Palo Alto High School. The track provided a facility for many of the unorganized athletes in the community.

Council Member Renzel concurred with Council Member Andersen and thanked Mr. Sandy Snodgrass for his efforts in detailing the amount of use of the area. She did not believe the bleachers should be removed unless replaced with other bleachers less visually obtrusive.

Council Member McCown supported the amendment. The impact on the visual and aesthetic view and the ability to integrate the feeling and incorporation of the track area into site was important. She would like to have the flexibility to move them but recognized the use which should be provided for in a way that accomplished the visual goals without eliminating the use.

Vice Mayor Fazzino said response from members of the public clearly showed both the track and the bleachers were used extensively. There were very few tracks similar in the City. He believed the

bleachers were sound but was open to the possibility that they could be changed. There was an emotional attachment to the current placement of the track and bleachers.

Council Member Cobb queried whether Council Member Andersen's motion intended that any bleachers removed be replaced in the exact same location.

Council Member Andersen did not see a great deal of loss if the bleachers were relocated to the same general area. He was not totally persuaded the bleachers should go on the other side of the field.

Council Member Cobb suggested a language change "that the bleachers should not be removed unless and until they have been functionally replaced." The function trying to be replaced was the protection of the runners from flying balls. There might be some other way of doing it without retaining old space-consuming bleachers if the seating could open the area more, provide all the screening and protection, meet all the needs and desires of the people using the track area, and give more flexibility to the field for other users.

Council Member Andersen could not accept the suggestion as a friendly amendment. He believed it gave the flexibility to staff but also gave a sense of vagueness to the people concerned about the item.

AMENDMENT TO THE AMENDMENT: Council Member Cobb moved, seconded by Levy, that the bleachers should not be removed unless and until they have been functionally replaced.

Vice Mayor Fazzino referred to the amendment to the amendment and was concerned about the proposal because he did not want the main bleachers beyond the south side and close to neighboring homes. The bleachers on the present site could serve people using the track as well as serving as observation post for events on the main part of the turf. The amendment would provide that the bleachers would be torn down and new bleachers constructed on the south side.

Council Member Kniss would leave the bleachers where they were. Any attempt to relocate or remove the bleachers would be a considerable amount of money.

Council Member Renzel was opposed to the amendment to the amendment. The bleachers served the community well in their current location and agreed with Council Member Andersen. She would be willing to look at replacement with bleachers less visually intrusive. The movement of the bleachers was very low priority.

Mayor Sutorius believed Vice Mayor Fazzino's comments regarding the neighboring properties was the most significant to attend to in design. He opposed the amendment to the amendment.

AMENDMENT TO THE AMENDMENT FAILED 2-7, Cobb, Levy "aye."

66-159
5/06/91

Council Member Andersen clarified the amendment would be under Condition No. 3 at the end of the first sentence.

AMENDMENT PASSED 9-0.

AMENDMENT: Council Member Renzel moved, seconded by Andersen, to incorporate the language in No. 6 in the Master Plan so that those items were in the Master Plan and conditional on the criteria.

Council Member McCown queried how all of the changes would be incorporated into the Master Plan and what the final document would look like.

Mr. Zaner said the document would end up being comparable to the Terman Master Plan document. The document would have within it all of the motions, the master conditional use permit, and site and design in place which were adopted by the Council.

Mayor Sutorius queried the maker of the amendment that if the total material as described was in the Master Plan, then the condition concerned about would already be there without reference.

Council Member Renzel preferred the language be part of Master Plan which made it clear the Council's intent when adopting the Master Plan that there be some incremental review as to whether the larger projects needed the criteria.

Council Member Cobb queried why one item should be singled out and not the others.

Mr. Zaner said the Council had that option. All the parts of the action would have equal weight and would be noticed.

Council Member Cobb queried whether they would be contained in one common document.

Mr. Zaner said yes.

AMENDMENT FAILED 5-4, Renzel, Andersen, McCown, Kniss, "aye."

Council Member Renzel queried the proposal which existed to move the tennis courts and whether there was an understanding that the protection of all existing turf areas would preclude that and whether Council needed to specify that understanding.

Mr. Thiltgen said the Alternative Plan was agreed upon which included not moving the tennis courts.

Council Member Levy said the term Master Plan implied a definite which was not reflected in the project before Council. With the money available, the Master Plan was very long-term, which would not take place unless private funding was secured. He was concerned when talking about the Master Plan, the community would assume it was in the works and within a reasonable amount of time

66-160
5/06/91

the items would happen. He wanted to add the word "conceptual" before the words Master Plan in order to lower the public's expectations of what the funding would accomplish.

AMENDMENT: Council Member Levy moved, seconded by Renzel, to add the word "conceptual" prior to "Master Plan" wherever it appears.

Council Member Kniss queried how the wording would alter expectations.

Mr. Calonne said there would be no change.

Vice Mayor Fazzino supported the amendment and believed the Council had created a conceptual Master Plan based upon all the actions taken in order to implement any part of the Master Plan. He believed the word "conceptual" would add credence to the philosophy of the Council that many of the decisions with respect to resources and use were yet to be made and was in keeping with the vote of the people. The Council needed to demonstrate to the voters that over the 10 or 15 years that the resources were in place to move forward with different aspects of the plan.

Council Member Cobb opposed the amendment because of one effect, that is, Item No. 7 referred to putting together a public/private partnership where the community could go out and attempt to raise the money to make the vision that the Master Plan defined reality. The Master Plan was a marketing document and the more it was qualified, the more it was weakened as a marketing document.

AMENDMENT PASSED 6-3, Cobb, Sutorius, Woolley "no."

Council Member Andersen said at the south end of the property there was a considerable number of redwood trees, and some of the items suggested, i.e., challenge course, could impact the trees. The preliminary drawings indicated there might be some removal of redwood trees. The trees were on the perimeters and did not intrude into the playing field area.

AMENDMENT: Council Member Andersen moved, seconded by Renzel, to retain the redwood trees groves in the south area around the track.

Council Member Andersen was concerned about the impact of the challenge course and the play area on the redwood trees in the southern area. One of the plans would remove some of those trees and he encouraged a statement of policy that Council was committed to continue the development of the trees.

Council Member McCown said that level of detail was not necessary in the Master Plan and was suited for the site and design process. She did not see any proposals contained within the Master Plan which suggested the trees removal. The specific details of the play area without impacting the trees could be left to the site and design process. She did not support the motion.

66-161
5/06/91

Council Member Kniss supported the retention of the trees but if Council got into a level micromanagement, the removal of one tree would be brought back to Council. She did not support that level of detail.

AMENDMENT FAILED 3-6, Renzel, Andersen, Fazzino "aye."

MOTION: Council Member Fazzino moved, seconded by Renzel, to direct the City Attorney and the City Manager to analyze the impact of the park dedication on the Master Plan and to report back to the City Council.

Vice Mayor Fazzino was not prepared to propose a dedication of the property because there might be some limitation in use. He was interested in exploring the possibility which was the only way the City could guarantee the open space area would remain in open space. He concurred with Mr. Zaner's comments and concerns regarding El Camino Park negotiating difficulties. The PAUSD was accountable to the same set of voters as the Council; and if the property was dedicated or if and when the property reverted back to PAUSD, the PAUSD would support the community's wish to preserve open space around closed schools. It was an important step to take in order to see whether dedication could provide the guarantee needed to assure the property remained in open space.

Council Member Renzel concurred with Vice Mayor Fazzino and believed there might be creative ways through the continuing elections of ongoing funding of Cubberley. The removal from park dedication might be a portion of an election and a negative vote could remove the park dedication which could be a companion measure to the continuing funding measure.

Council Member McCown supported the motion, but the emphasis would have to be on the long-term policy decision far more than the legalities of whether to dedicate or not dedicate. She would rather have the policy issue dealt with rather than the legal technicalities.

Mayor Sutorius said the lease would be reviewed carefully for descriptions and how the property needed would be returned in the event of termination. He directed staff to report back to Council.

MOTION PASSED 8-1, Woolley "no."

Mayor Sutorius said there were eight points in the main motion, four findings, and three conditions. The negative declaration would be adopted and the following action would be taken with respect to the Cubberley Master Plan:

1. Approve the Cubberley Conceptual Master Plan in concept and incorporate the concepts of the alternative field design.
2. Approve the implementation of Phase One of the Conceptual Master Plan (Implementation Plan) subject to the availability of funds for that implementation.

3. Affirm that any implementation of the Conceptual Master Plan beyond Phase One would be subject to normal City review and approval processes.

4. Establish a policy that the existing open space at Cubberley would be preserved in its entirety and not be used as a parking reserve.

5. The highest priority would be to renovate existing facilities including the upgrading and enhancement through additions of square footage where necessary for efficiency and better utilization. The policy was intended to encompass the elements of the Implementation Plan.

6. The additional renovations and major new uses proposed beyond the Implementation Plan (swimming pool, new gymnasium, new Buildings A, B, and C, new wing on Building L, multi-purpose expansion) would be a lower priority and would only be pursued if they could not be accomplished consistent with the site constraints defined by the parking limitations and continued use of renovated facilities. Before any major uses could be added, a parking analysis would be performed to evaluate whether additional use could be added without negatively impacting existing site use and the surrounding neighborhood.

7. Instruct staff to determine and report back to Council for consideration and possible action: a) the degree to which public/private partnerships could be used to generate financial support for the Master Plan implementation; and b) the potential mechanisms for the creation and implementation of such partnerships.

8. Instruct staff to initiate a zoning action to designate the site for the site and design review process.

Findings

The four findings were as proposed in the staff report (CMR:240:91) and were unchanged.

Conditions

There were sentence removals, rearrangements, and some new wording.

1. Any further proposals which require additional parking beyond that indicated in the Master Plan should be referred by the Director of Planning and Community Environment to the Planning Commission for recommendation and City Council for final action. Any such additional parking should be established by:
a) a reduction in the proposed new improvements; b) further restrictions for the use permit on the simultaneous use and occupancy of certain large occupancy facilities; or c) a substitute proposal for satisfying the parking requirements (other than a parking structure).

2. A Cubberley Advisory Committee (CAC) would be appointed comprised of representatives of the Green Meadow Community Association, existing and potential tenants of Cubberley, members of the community-at-large, a Planning Commission member, and staff from Community Services. The CAC should hold open public meetings to develop recommendations for future implementation phases of the Cubberley Master Plan prior to any application for the Master Conditional Use Permit beyond the implementation Plan defined in the document. The recommendations of the CAC and a summary of the process for deriving the recommendations would be transmitted to the Zoning Administrator with any future applications for further conditional use permits on the site. The nature of any public/private partnership and their relationship to the CAC should be determined at a future date.

3. The alternative field design shown on Attachment A of staff report (CMR:240:91) should be substituted for that included on the Implementation Plan and Conceptual Master Plan. Field layout should retain the existing track. The bleachers on the north side could be removed to improve the visual appearance and/or integration of the track area into the rest of the site provided, however, they should not be removed until and unless there was a project to replace them with visually less intrusive ones.

Council Member Andersen queried the offer received for volunteer labor and materials with respect to the bleachers and the issue of volunteer service or materials. He would like Item No. C added to No. 7 of the motion which would state "the use of volunteer labor or donated materials would also be explored by staff to determine what extent that could be accomplished."

Council Member Cobb said the issue was implicit with the public/private partnership and he would only want the broadest construction of that phrase.

Council Member Andersen said there was a difference between financial support and volunteer labor or donated materials and could create complications. He said under Item No. 7, No. C would read, "use of volunteer labor and/or donated materials."

NO. C UNDER ITEM NO. 7 INCORPORATED INTO THE MAIN MOTION BY MAKER AND REORDER

Vice Mayor Fazzino said he was delighted the community center would become a reality after four and one-half years. He believed the structure of the plan and the use of the UUT funds for the Phase One was keeping faith with the voters. An election would not be needed in the Fall of 1991, but the City would have the opportunity in the future to go to the voters for new sources of revenue for the additional phases of the Master Plan. He believed softening the Master Plan to a Conceptual Master Plan was not enough of a tangible item to go to the voters for support. He commended both the staff and public. The staff came up with the plan, the public

participated in the modification of the plan, and then it came before Council. He commended the preparation of Council Members Andersen, Cobb, and McCown on the motion.

Council Member Andersen said it was important for the community to recognize that a Master Plan had been developed that some people believed would never happen. There was a vision, but there was a site that would not accommodate what was established. He did not want people to believe that 20 years from now everything on the Master Plan would be there because what was driving the machine was parking. There was not sufficient space provided for parking. The parking area was accommodating a Foothill College system that consisted of 4,000 students who drive and use 95 percent of that space available. He did not want expectations raised unless some major change occurred in the driving pattern or Foothill College left. He did not want nor did the community want Foothill College to leave. The College was a tremendous asset to the community. The Master Plan was visionary and would be a plan which would be difficult to implement because of the demands for parking. He believed the Master Plan as originally conceived was too intensive. The Master Plan before Council would establish priorities, allow for the priorities to be set, with constraints, in a way which would not intrude on the community, and to have creative input from the community so that alternatives to the parking could be found. He supported the proposal, but the reality was that it would not happen without extraordinary amounts of contributions from various sources. The priorities established did not allow for a State contract with Foothill College to put in a swimming pool as a higher priority or some other activity lower on the list. The Master Plan was prudent financially because there was a tight reign on the funds and the parking.

Council Member Kniss echoed Council Member Andersen's comments and the partnership had preserved the relationship between the schools and the City. The original promise had been delivered which was to preserve open space, the facilities, and allow amenities, e.g., child care, to continue on the site. The Council had provided an excellent start, but the funds were in short supply and the entire Conceptual Master Plan might not be delivered.

Council Member Woolley clarified with all of the precautions, the Master Plan was not that much different than the Planning Commission recommendations. The plan had accomplished the goal to transform an unattractive high school into a Community Center. The staff had endeavored to put in the Master Plan a sense that there would be neighborhoods within the Community Center which would provide a center similar to the Lucie Stern Community Center. If the property was leased for 25 years, a lot of things could happen and the flexibility needed to be maintained in terms of park dedication. She hoped the driving patterns would change so not as much parking would be needed to support all the uses in the Conceptual Master Plan. She was grateful for the vision provided by staff and hoped that most of them would be accomplished.

Council Member Cobb said to succeed, the vision must be a community vision not a neighborhood vision, must be sensitive to the neighborhood, but must serve the entire community. He had wanted to see Cubberley as a community facility for over ten years. The community had the beginning of something that could happen. There were solutions to the problems. The vision should not be constrained. The victory was not final but a beginning, and it was up to the community to make it happen. He believed out of the structure would come something unique and special for Palo Alto.

Council Member McCown said the Council needed to go forward with a positive attitude and continue to have a successful project whether or not all of the planned uses of the Master Plan were completed. While there was no question there would be substantial constraints on how fast or how much the City could do on the site, there was a longer-term vision of possibilities which may or may not be successfully pursued. The process was excellent because Council did something different than the Planning Commission by endorsing a concept of a half-full cup attitude.

Council Member Levy said even before beginning the Master Plan process, he was gratified to see the wonderful ways the Cubberley site was being used, e.g., child care, youth and religious groups, athletics, theatre, Foothill College, and the artists. The Council was fearful when schools were being closed that school sites would be lost completely. It was a tribute to the many partnerships in the community that the loss of open space had been stopped to a large degree. The partnership included not only the neighbors and the users of Cubberley but the Planning Commission, the ARB, the Recreation Division, the Planning Department, and City staff. He commended the professionalism by everyone with regard to the meetings with the community in working out all differences. Many people fought hard for their own individual choices but at the same time kept the larger purposes in mind. He commended staff for making the Council's decision so easy and fruitful.

Mayor Sutorius said the process began four years ago, and the program had been undertaken as a part of a covenant and lease with PAUSD. There was a lease for a firm 25 years and a likely additional two five-year extension with only mutual agreement. He would work to pursue further lease modifications as far as the term or even the acquisition of the site. The amortization of the costs associated with the undertakings would be justifiable over an extended period. During the course of the discussions, there were references to the UUT and the Council had an obligation to the public which included the businesses, commercial, industrial, and institutional customers who pay the lion's share of the total UUT revenues which made the things possible, i.e., protected sites, elementary and middle schools, extended day care, and a significant contribution to the community's first priority which was the education of the youth. Before the end of the month, there would be a scheduled discussion regarding the status of the UUT, the amounts of moneys which have been collected since inception, the disposition of those moneys, and a full opportunity for discussion.

MOTION AS AMENDED PASSED 9-0.

ADJOURNMENT: The meeting adjourned at 11:32 p.m.

ATTEST: APPROVED:

City Clerk Mayor

NOTE: Sense minutes (synopsis) are prepared in accordance with Palo Alto Municipal Code Sections 2.04.200 (a) and (b). The City Council and Standing Committee meeting tapes are made solely for the purpose of facilitating the preparation of the minutes of the meetings. City Council and Standing Committee meeting tapes are recycled two years from the date of the meeting. The tapes are available for members of the public to listen to during regular office hours.



City of Palo Alto City Manager's Report

TO: HONORABLE CITY COUNCIL

FROM: CITY MANAGER **DEPARTMENT:** ADMINISTRATIVE SERVICES

AGENDA DATE: AUGUST 5, 1996 **CMR:335:96**

SUBJECT: PROPOSED AMENDMENT TO THE CUBBERLEY MASTER PLAN TO PROVIDE FLEXIBILITY OF POTENTIAL USES IN FOUR BUILDING WINGS

REQUEST

This report requests Council approval of an amendment to the Cubberley Master Plan to provide more flexibility for potential uses in four wings at the site.

RECOMMENDATIONS

Staff recommends that Council authorize staff to amend the Cubberley Master Plan in order to provide for additional uses in four wings at the site and apply for an amended conditional use permit to allow the additional uses identified.

POLICY IMPLICATIONS

The report recommends implementation of a revised policy regarding applicable uses for wings A, K, L and V at the Cubberley Community Center. This proposal to provide a more flexible alternative of uses in the A, K, L and V wings will not significantly affect the "neighborhood concept". In keeping with the neighborhood concept, the proposed expansion of uses still maintains a grouping of users and tenants based upon similarity of use and required facilities.

BACKGROUND

In 1991, Council approved the adoption of the Cubberley Master Plan (CMR:249:91). The Master Plan is divided into two parts: the Implementation Plan, which focuses on the improvements planned for the first three to five years; and the Master Plan, which focuses on the future potential of the site for the remainder of the City's lease. Following adoption of the Master Plan, staff obtained a Conditional Use Permit in accordance with the layout of uses in the Implementation Plan portion of the Master Plan. The Implementation Plan was

developed to prioritize a phased implementation of the Master Plan as funding became available from public and private sources.

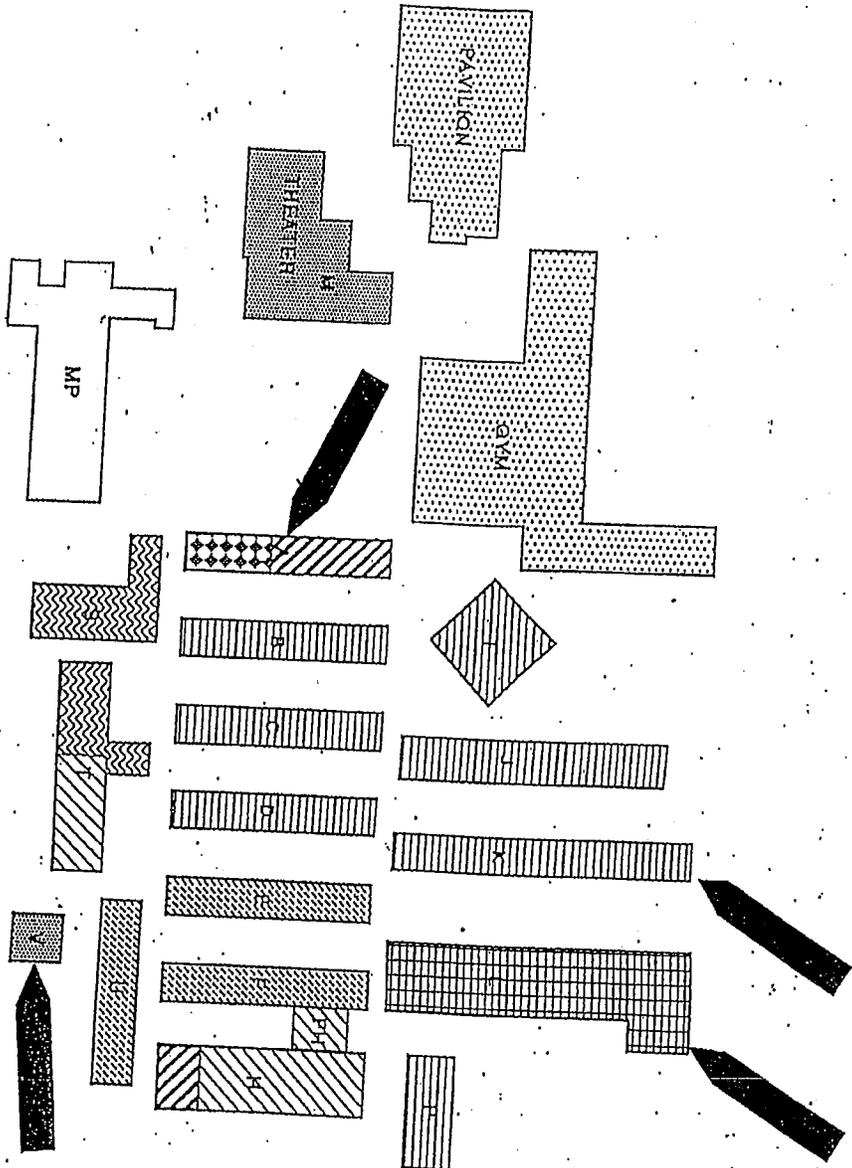
The Master Plan was designed to create a community center at an existing high school site through appropriate space allocation, campus organization, renovation and construction of facilities and aesthetic improvements. The space allocation and campus organization were designed to accommodate the needs of the public and create a feeling of community. During the public input process, numerous requests were received for space rental at Cubberley on both an hourly and long-term basis. A unifying concept, "neighborhoods," was developed to meet those requests. Proposed users were grouped into neighborhoods according to similarity of use and similarity of required facilities. It was further proposed and accepted by the public that the facilities required by a neighborhood should be adjacent to one another and be architecturally unified. This organization would promote the development of small communities of users within Cubberley, and provide for a more logically organized campus. It would also enable visitors to locate facilities with greater ease. The identified neighborhoods and their related users are identified on the Implementation Plan Tenant Location Map, attached as Exhibit A.

DISCUSSION

The uses identified in the Implementation Plan were proposed to meet the needs of the groups interested in obtaining space, in meeting the needs of existing users and tenants, and in maintaining the neighborhood concept of the Master Plan. To date, all of the uses identified in the Implementation and Master Plans have been allocated to users and long-term tenants in accordance with the Master Plan neighborhood concept. However, due to the lack of sufficient demand for certain Master Plan-designated uses, staff is proposing to amend the uses in the following areas:

AREA	CURRENT MASTER PLAN DESIGNATED USES	PROPOSED EXPANSION OF USES
A wing	Hourly/Admin. Offices	Hourly/Admin. Offices/Education
K wing	Education	Education/Childcare/Nonprofit & Community Organizations
Rooms L1/L2	Music/Theater/Dance	Music/Theater/Dance/Education/Arts/Nonprofit & Community Organizations
L3 to L5	Dance	Dance/Theater/Arts/Music
V bldg	Music/Theater	Music/Theater/Education/Childcare/Nonprofit & Community Organizations

FIELD RESTROOM



- NEIGHBORHOODS
- ATHLETICS (46,378 SF: Pavilion, Gyms A&B, Field Restroom)
 - CHILDCARE (8,772 SF: S, T)
 - CUBBERLEY ADMIN. (2,000 SF: A)
 - DANCERS (16,500 SF: L)
 - EDUCATION (47,512 SF: B, C, D, I, J, K, P)
 - HOURLY MEETING FACILITIES (4,898 SF: A, H-1)
 - MUSIC & THEATER (14,157 SF: Theater, M, V)
 - NON-PROFIT/COMMUNITY ORGANIZATIONS (13,625 SF: F4, H, T)
 - RECREATION (13,572 SF: Multipurpose)
 - VISUAL ART (15,465 SF: E, F, U)

AREA	CURRENT MASTER PLAN DESIGNATED USES	PROPOSED EXPANSION OF USES
A wing	Hourly/Admin. Offices	Hourly/Admin. Offices/Education
K wing	Education	Education/Childcare/Nonprofit & Community Organizations
Rooms I1/L2	Music/Theater/Dance	Music/Theater/Dance/Education/Arts/Nonprofit & Community Organizations
I3 to I5	Dance	Dance/Theater/Arts/Music
V bldg	Music/Theater	Music/Theater/Education/Childcare/Nonprofit & Community Organizations

Cubberley Site Option Maps
Meeting No. 4, 7/11/2012

**Cubberley Community Center,
Playfields & Greendell Park**



**Charleston
Center Retail
Shops - Piazza's
Fine Foods**

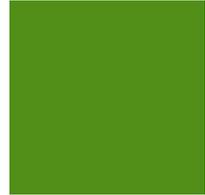
Peninsula Daycare

SITE + CONTEXT



DRAFT 2012-03-23

CUBBERLEY COMMUNITY CENTER
PALO ALTO, CA



Cubberley Site parcels & reuse opportunities

All buildings on the site warrant further review for rehabilitation and re-use.

City of Palo Alto - 8 Acres

Cubberley Campus, PAUSD - 31 acres

Greendell Playground



CUBBERLEY COMMUNITY CENTER
PALO ALTO, CA

DRAFT 2012-03-23



Cubberley Community Center

Current Facilities vs. Master Plan Program

	Current	Program	
	GSF	GSF	Notes
Community Center Program			
Classroom & Event Space	24,500	35,200	
Classrooms	9,500	17,800	Added classroom capacity
Multipurpose w/Kitchen	12,200	10,000	
Community Social	2,800	7,400	Added teen, senior lounges; café
Theater/Performing Arts	7,400	10,700	Added storage, support
Active Recreation	20,000	36,000	
Gymnasium	15,200	24,000	Additional gymnasium
Fitness, Dance, Support	4,800	12,000	Added capacity
Studios	15,000	18,400	
Artist Studios	15,000	16,300	Adjusted sizes
Art Gallery	-	2,100	Added gallery/display
Child Care	10,600	14,300	Added capacity
Staff/Admin/Support	4,400	2,700	Adjusted sizes
Lease/Private Uses	41,700	41,700	
TOTAL	123,600	159,000	

Option 1: Stand Alone PROGRAM

STANDALONE	Joint Use	PAUSD				City	Total	
		K/Elem	Middle	HS	Adult			
Classroom & Event Space	41,900	95,000	37,500	24,000	158,400	35,200	193,600	
Theater/Performing Arts	-	-	10,000	-	10,000	10,700	20,700	
Active Recreation	-	12,000	-	-	24,000	36,000	60,000	
Studio/Labs	1,300	11,700	7,800	-	20,800	18,400	39,200	
Child Care	7,000	11,000	7,000	3,000	28,000	14,300	42,300	
Staff/Admin/Support	-	-	-	-	-	2,700	30,700	
Lease/Private Uses	-	-	-	-	-	41,700	41,700	
TOTAL	60,200	89,700	74,300	27,000	241,200	0	189,000	400,200
Reduced Parking Quantity	20%	-	-	-	367	-	569	876
Bicycle Parking	1 per 5 students	105	160	100	365	-	-	365



Artists' Studios



Lab Learning Spaces



Community Fitness



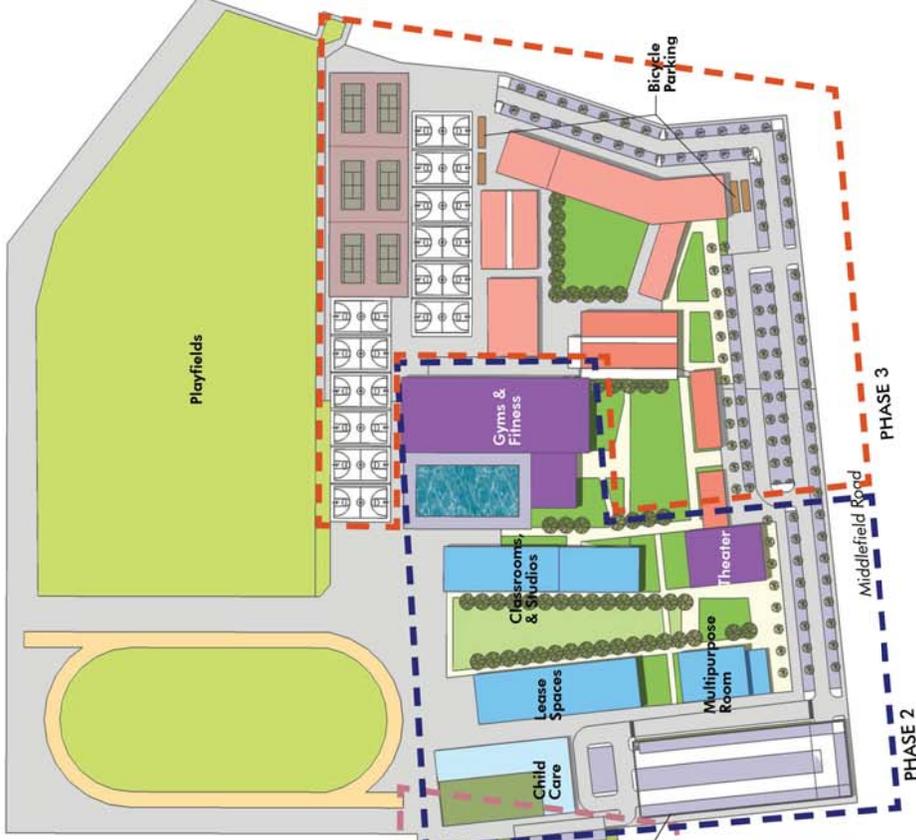
Black Box Theater



0' 100' 200'

Option 2: Minimum Share/Land Swap PROGRAM

MINIMUM SHARE	Joint Use	PAUSD				Total
		K/Elem	Middle	HS	Adult	
Classroom & Event Space	X	41,000	95,000	37,500	24,000	198,000
Theater/Performing Arts	X	-	-	-	-	10,000
Active Recreation	X	-	12,000	-	-	12,000
Studio/Labs	X	1,300	11,700	7,800	20,800	24,000
Child Care	X	7,000	11,000	7,000	3,000	18,400
Staff/Admin/Support	X	-	-	-	-	14,300
Lease/Private Uses	X	-	-	-	-	2,700
TOTAL		60,200	89,700	62,300	27,000	219,200
Reduced Parking Quantity	20%	105	160	100	367	437
Bicycle Parking	1 per 5 students					365



LEGEND

- Elementary School
- Community Center
- High School
- Middle School
- Shared Uses
- Adult Education

PHASING SHOWN FOR CONCEPT PURPOSES ONLY



Option 3: Moderate Share/Land Swap PROGRAM

MODERATE SHARE	Joint Use	PAUSD				Shared	City	Total
		K/Elem	Middle	HS	Adult			
Classroom & Event Space	X	41,900	95,000	27,500	6,200	130,600	7,400	185,800
Theater/Performing Arts	X	-	-	-	-	10,000	-	10,000
Active Recreation	X	-	12,000	-	-	12,000	24,000	48,000
Studio/Labs	X	1,300	11,700	7,800	-	20,800	18,400	39,200
Child Care	-	-	-	-	-	-	14,300	14,300
Staff/Admin/Support	7,000	11,000	7,000	3,000	28,000	-	2,700	30,700
Lease/Private Uses	-	-	-	-	-	-	41,700	41,700
TOTAL		50,200	89,700	42,300	9,200	191,400	108,500	349,700
Reduced Parking Quantity	20%	-	-	-	-	291	90	347
Bicycle Parking	1 per 5 students	105	160	100	-	365	-	365



Integrated Media Facilities



Lab Learning Spaces



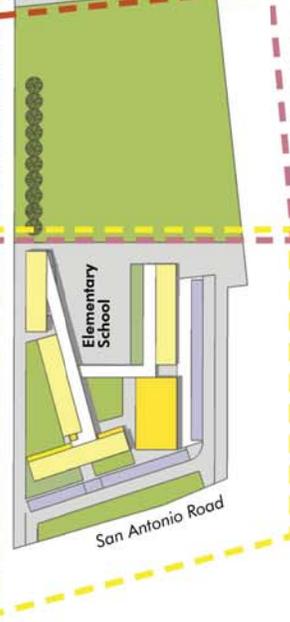
Media Production



Multipurpose Room



PHASE 1 PHASE 2, 3, OR 4



LEGEND

- Elementary School
- Community Center
- High School
- Middle School
- Shared Uses
- Adult Education

PHASING SHOWN FOR CONCEPT PURPOSES ONLY

0' 100' 200'



GROUP 4 Gelfand Partners ARCHITECTS

DRAFT 2012-03-23

CUBBERLEY COMMUNITY CENTER
PALO ALTO, CA



CITY OF
PALO ALTO

Option 4: Maximum Share

PROGRAM

MAXIMUM SHARE	Joint Use	PAUSD				City	Total	
		K/Elem	Middle	HS	Adult			
Classroom & Event Space	X	41,900	55,000	27,500	9,200	130,600	7,400	195,800
Theater/Performing Arts	X	-	-	-	-	10,000	-	10,000
Active Recreation	X	-	12,000	-	-	12,000	24,000	48,000
Studio/Labs	X	1,300	11,700	-	-	13,000	26,200	39,200
Child Care	-	-	-	-	3,000	-	14,300	14,300
Staff/Admin/Support	-	7,000	11,000	7,000	28,000	-	2,700	30,700
Lease/Private Uses	-	-	-	-	-	-	41,700	41,700
TOTAL		50,200	89,700	34,500	9,200	183,600	76,000	349,700
Reduced Parking Quantity	20%					255	148	289
Bicycle Parking	1 per 5 students	105	160	100		385		385



Outdoor Common Spaces



Intergenerational Learning



Flexible Activity Spaces



PHASE 1 PHASE 2 PHASE 3 PHASE 4

LEGEND

- Elementary School
- Community Center
- High School
- Middle School
- Shared Uses
- Adult Education

PHASING SHOWN FOR CONCEPT PURPOSES ONLY

City of Palo Alto Financial Outlook
Presentation
Meeting No. 6, 8/8/2012

Cubberley Community Advisory Committee

August 8, 2012



General Fund Four-Year View

	FY 2010 Adopted	FY 2011 Adopted	FY 2012 Adopted	FY 2013 Proposed	Total
Gap	\$10.0	\$7.3	\$3.2	\$5.8	\$26.3
One-Time Adjustments	\$3.0	\$0	\$3.3	\$3.4	\$9.7
Structural Adjustments	\$7.0	\$7.3	\$0	\$2.4	\$16.7

FY 2013 General Fund Budget Gap

	(in millions)
Beginning Gap (4/30)	(\$5.844)
Revenue adjustments	4.474
Revised Budget Gap	(1.370)
Net changes in operating budget	1.048
Additional infrastructure funding	(2.200)
Less Public Safety Concessions	1.500
Proposed Budget	(\$1.022)
Adjustments	632
Final Budget Gap	*(390)

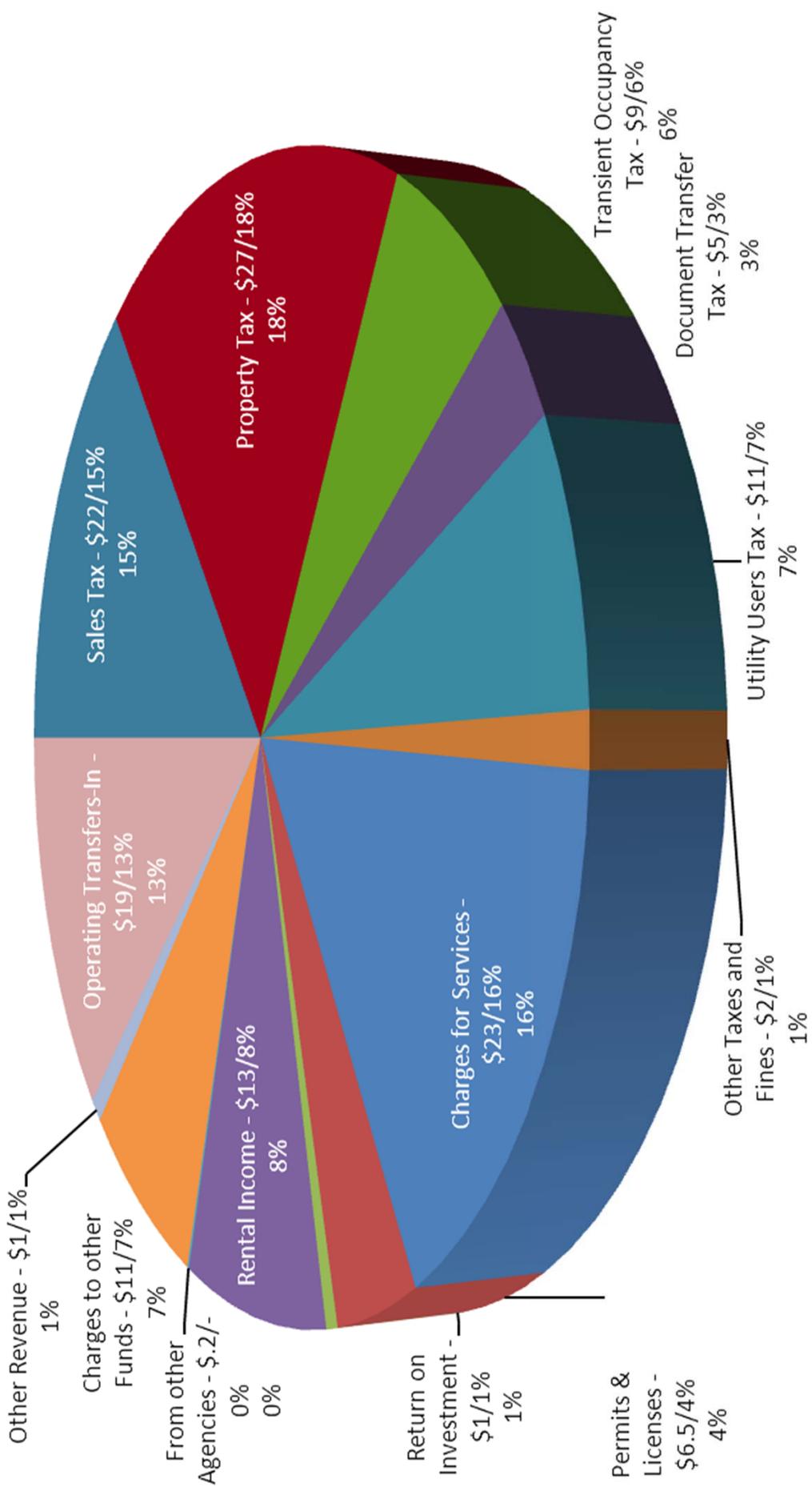
**Council approved a one-time reserve draw*

General Fund Impacts

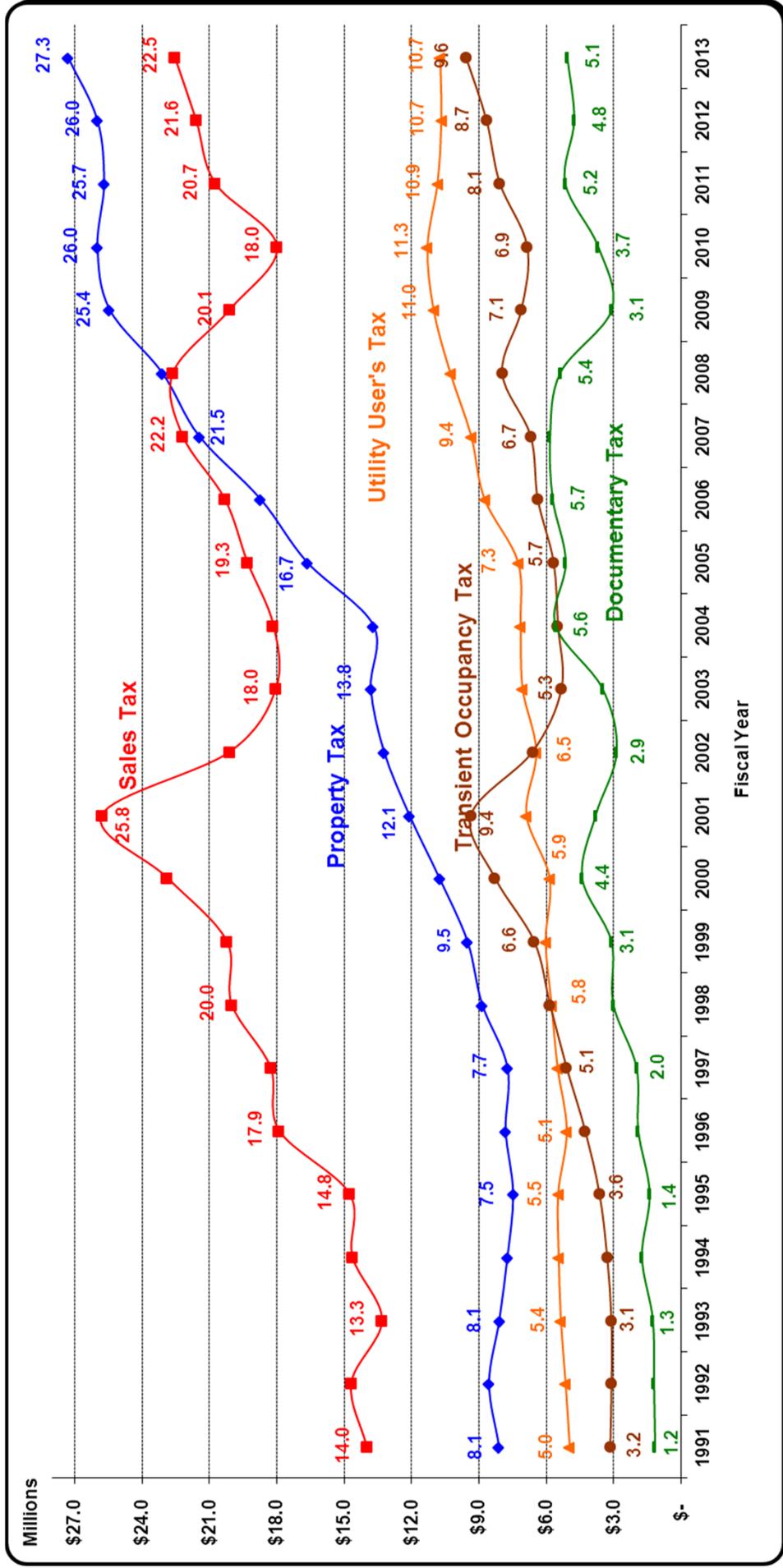
- Closed Station 7 (SLAC – 9 positions)
- Added 6 Paramedic & 4 Operations Positions
- Eliminated 6 Firefighter Positions
- Froze 7 Police Officer Positions
- Eliminated positions in Planning , Public Works and Community Services
- Froze 5 Library positions
- Increased some municipal fees
- Reduced staff in Animal Services (effective January)

General Fund Revenue by Type

\$153.0 Million

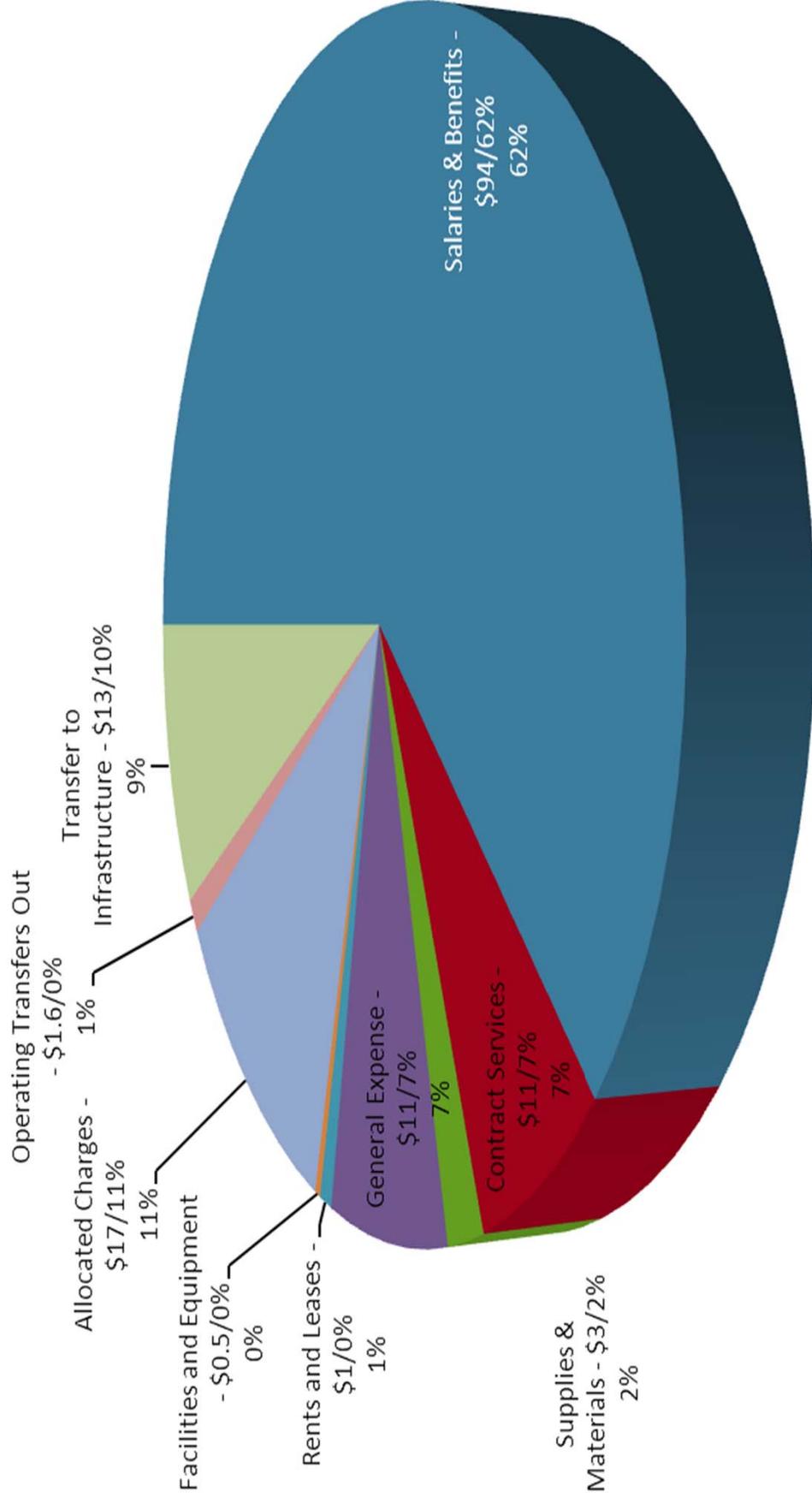


General Fund Major Revenues

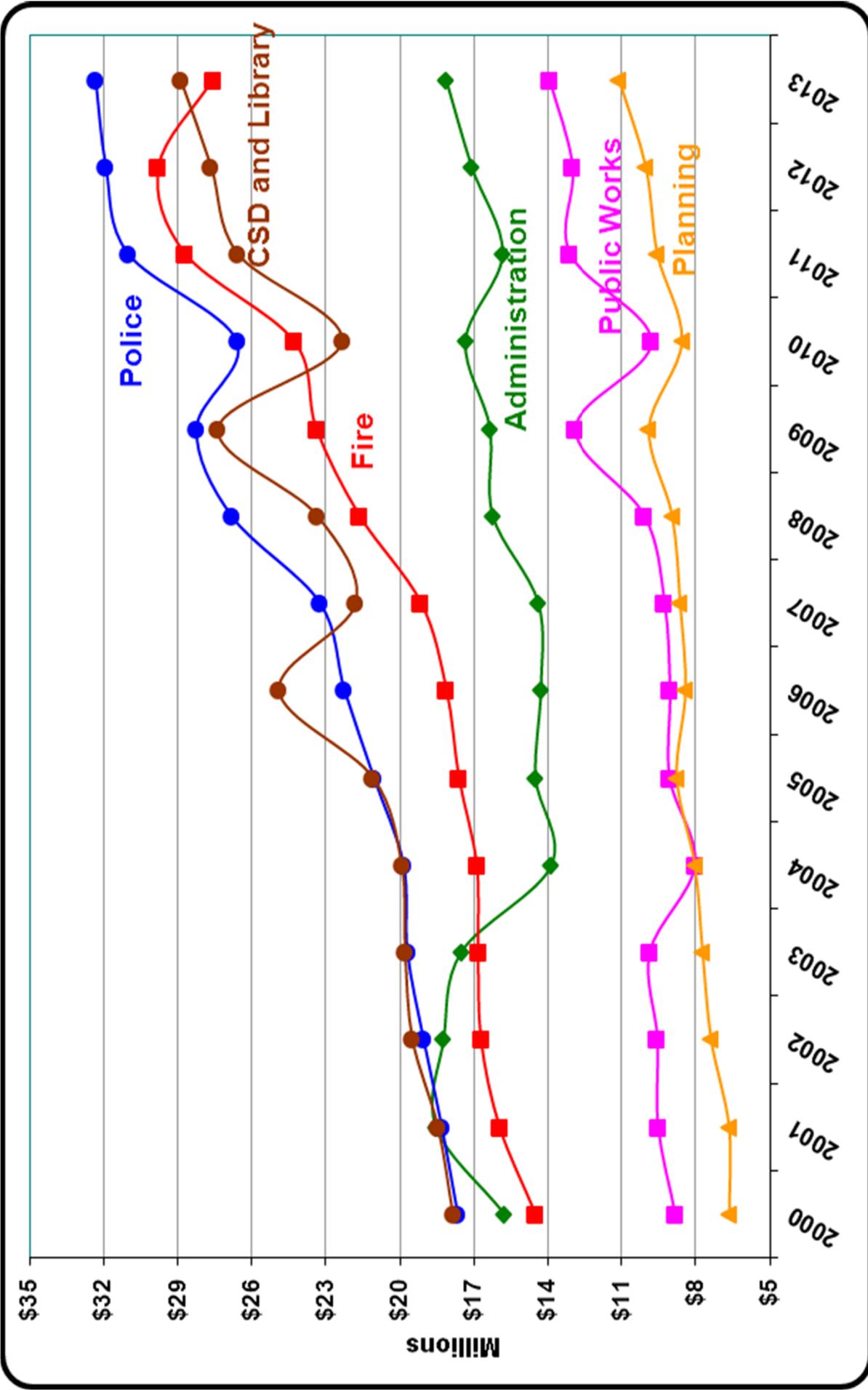


General Fund Expense by Category

\$152 Million



General Fund Expenditures



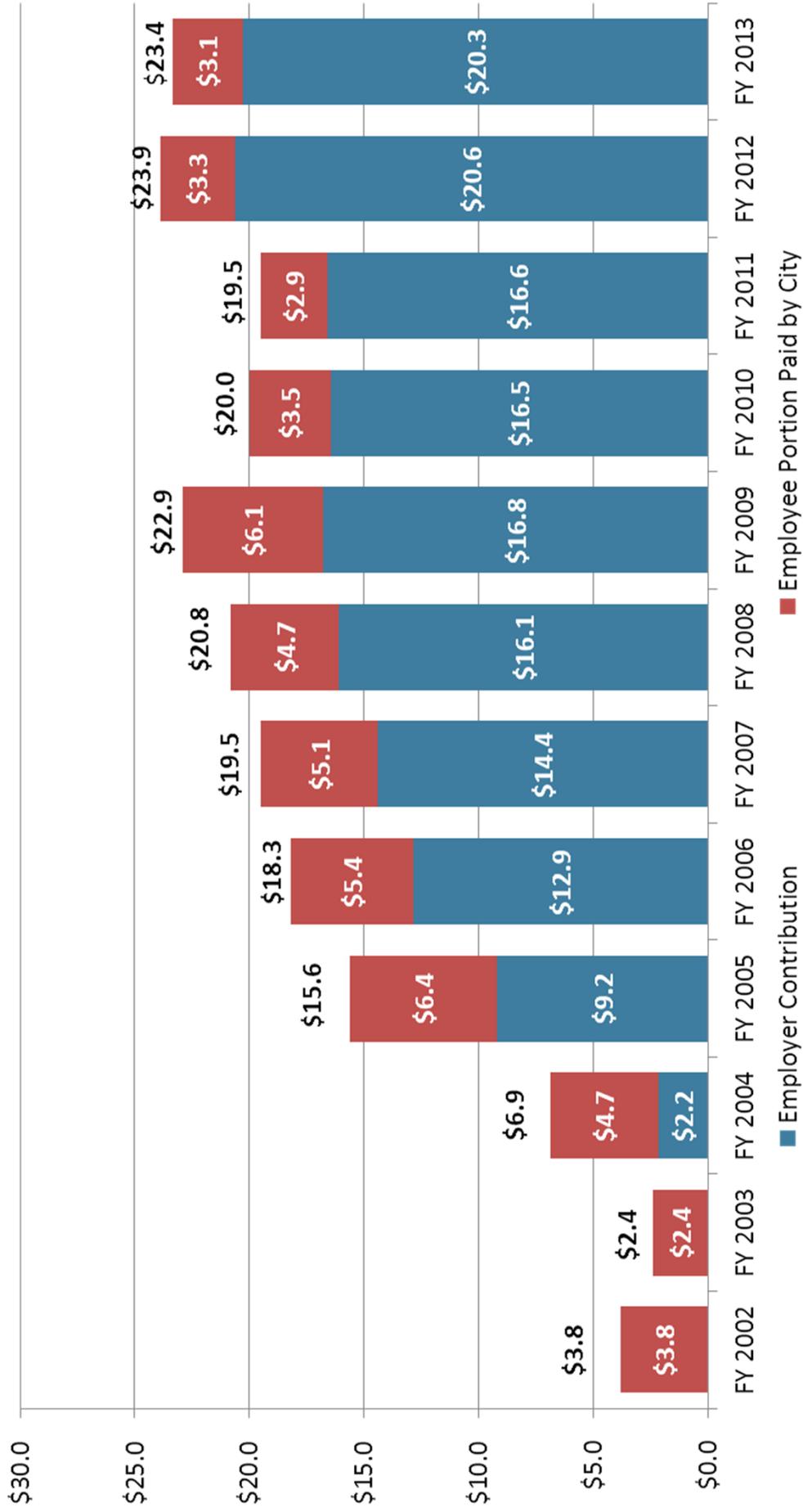
Citywide Budget Summary

(in millions)

	Operating	Capital	Total	Percent of Total
General Fund	\$153.0	\$23.9	\$176.9	37.1%
Enterprise Funds	\$264.7	\$35.8	\$300.5	62.9%
Total	\$417.7	\$59.7	\$477.4	100%

* Excludes Internal Service Fund CIPs totaling \$3.7 million

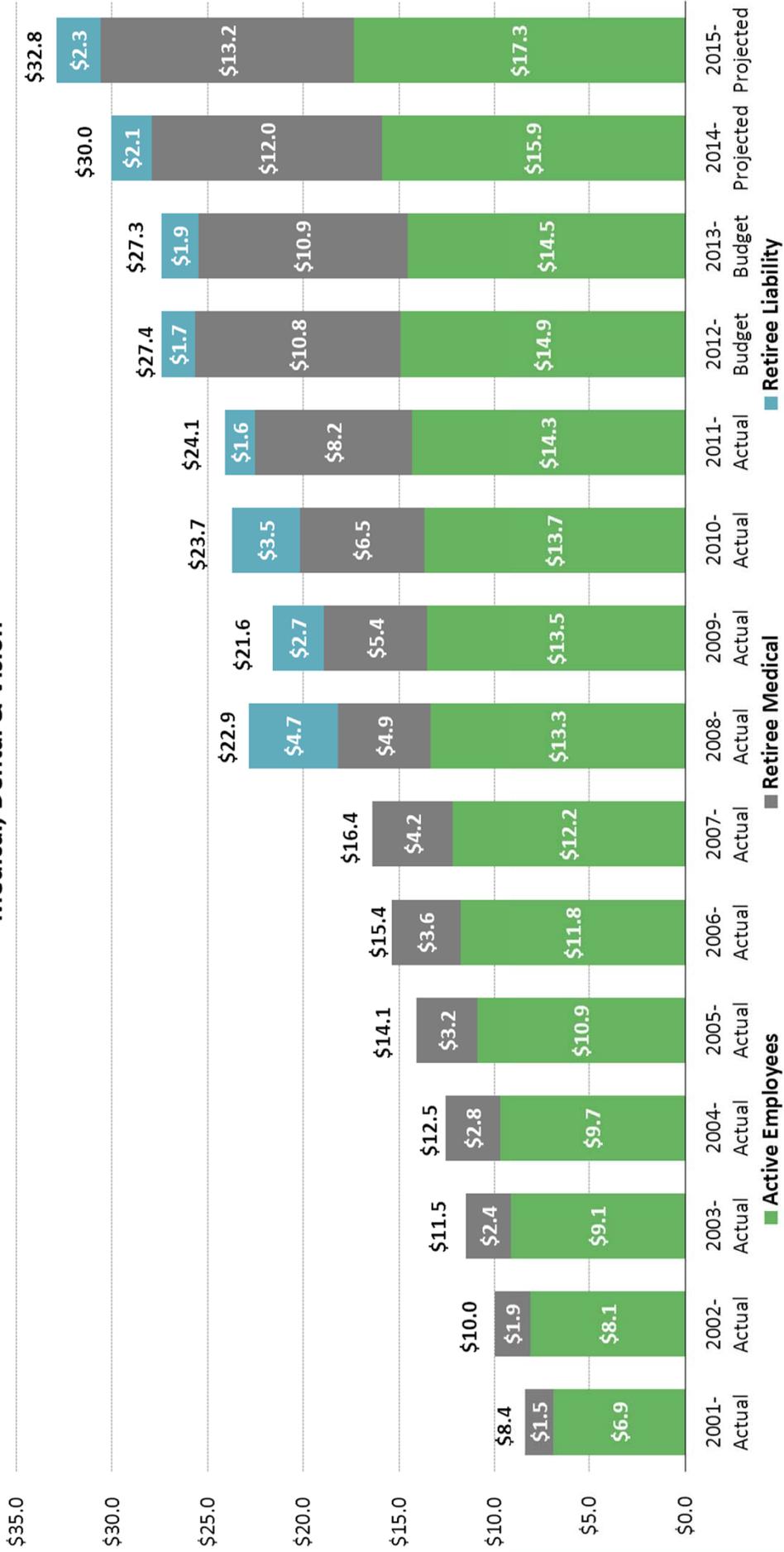
10 Year Trend - Citywide Pension Expense Paid by City (\$Millions, FY 2012 Forecasted, FY 2013 Adopted)



*Employee contribution data prior to FY 2013 not included in chart

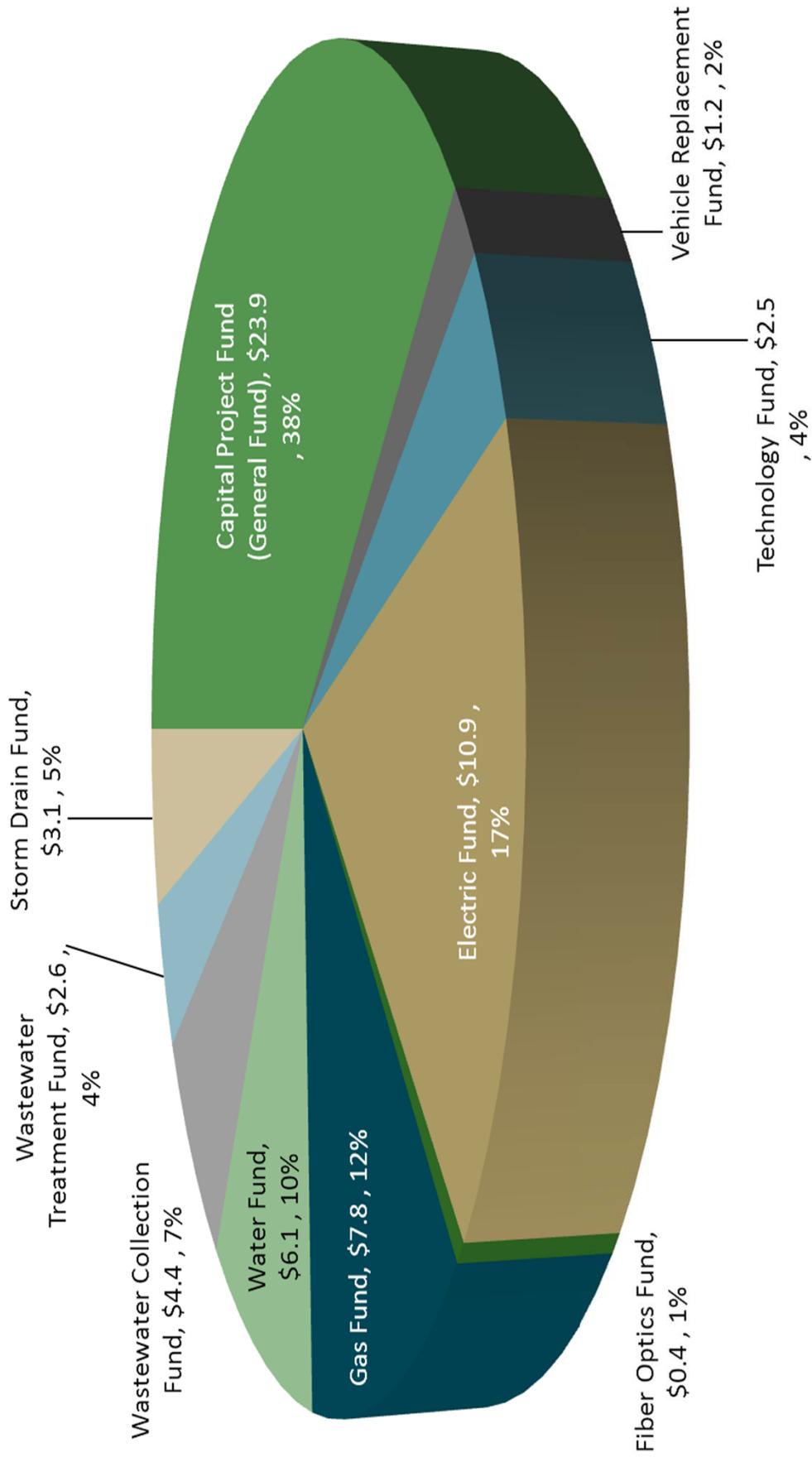
Citywide Healthcare Expense

Medical, Dental & Vision



Capital Projects by Fund

\$62.90 Million



Enterprise Funds Overview

Average Residential Utility Bill

Utility	Current FY 2012 Bill	Proposed FY 2013 Bill	\$ Difference	% Difference
Electric (1)	\$42.76	42.76	-	0.0%
Water (2)	53.62	62.14	8.52	15.9%
Gas (3)	55.19	37.16	(18.03)	-32.7%
Wastewater (4)	27.91	29.31	1.40	5.0%
Refuse (5)	37.48	41.54	4.06	10.8%
Storm Drain (6)	11.40	11.73	0.33	2.9%
User Tax (7)	7.58	7.10	(0.48)	-6.3%
Total Monthly Bill	\$235.94	\$231.74	\$(4.20)	-1.8%

- Gas rate decrease – 10% average
 - Residential 32.7% (as of March 2012)
- Water rate increase – 15%
- Refuse rate increase – varies, above reflects 32-gal can
- Wastewater Collection rate increase – 5%
- Storm Drain & Fiber Optics rate increase 2.9% (CPI)

Enterprise Fund Highlights

- Utilities Organizational Assessment
 - Draft report received end of July
 - Department added 3 FTE and reclassified 2 FTE
- Landfill Closure (Refuse Fund)
 - Eliminated 9 FTE
 - \$8.9M expense decrease which includes:
 - \$1.6M landfill rent
 - \$6.1M landfill closure CIP
 - \$0.4M vehicle maintenance/replacement
 - \$0.8M position eliminations & changes

Citywide Position Changes

FY 2012 Adopted FTE	1,016.60
Midyear Changes	<u>8.25</u>
FY 2012 Adjusted FTE's	<u>1,024.85</u>
FY 2013 Proposed Changes	<u>(10.5)</u>
FY 2013 Proposed Budget	<u>1,014.35*</u>

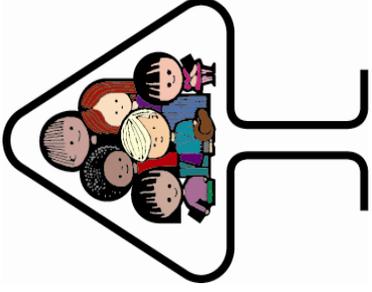
*Includes 14 Frozen FTE
Citywide FTE in FY 2011 was 1,078.50 FTE

Cubberley Community Advisory Committee

August 8, 2012



PAUSD Financial Outlook Presentation
Meeting No. 6, 8/8/2012



Palo Alto Unified School District

2012-13 Proposed Budget

June 12, 2012

BUDGET DEVELOPMENT/FINANCIAL REPORTING/CALENDAR FOR THE 2012-13 & 2013-14 BUDGET

June 2012

Adoption of 2012-13 PAUSD Budget

July 2012

Governor Signs the 2012-13 State Budget

August 2012

Property Tax Projections from County of Santa Clara

September 2012

First Revision of 2012-13 PAUSD Budget

November 2012

County Controller-Treasurer Property Tax Projection Update

December 2012

First Interim PAUSD Financial Report

December 2012

PAUSD Enrollment Projections

January 2013

Release of Governor's Recommended 2013-14 State Budget

February 2013

County Controller-Treasurer Property Tax Projection Update

March 2013

Second Interim PAUSD Financial Report

May 2013

State Budget Update

May 2013

Governor's May Revise & Property Tax Projection Update

June 2013

Adoption of 2013-14 PAUSD Budget

July 2013

Governor Signs State Budget

Agenda

- Estimated Actuals for 2011-12
- Proposed Budget for 2012-13
 - Revenue and expenses
 - Trends
 - Budget balancing
- Multi year projections
- Uncertainties
 - Governor's tax initiative
 - Downside risk/upside potential
 - Weighted Student Formula

2011-12 Estimated Actuals

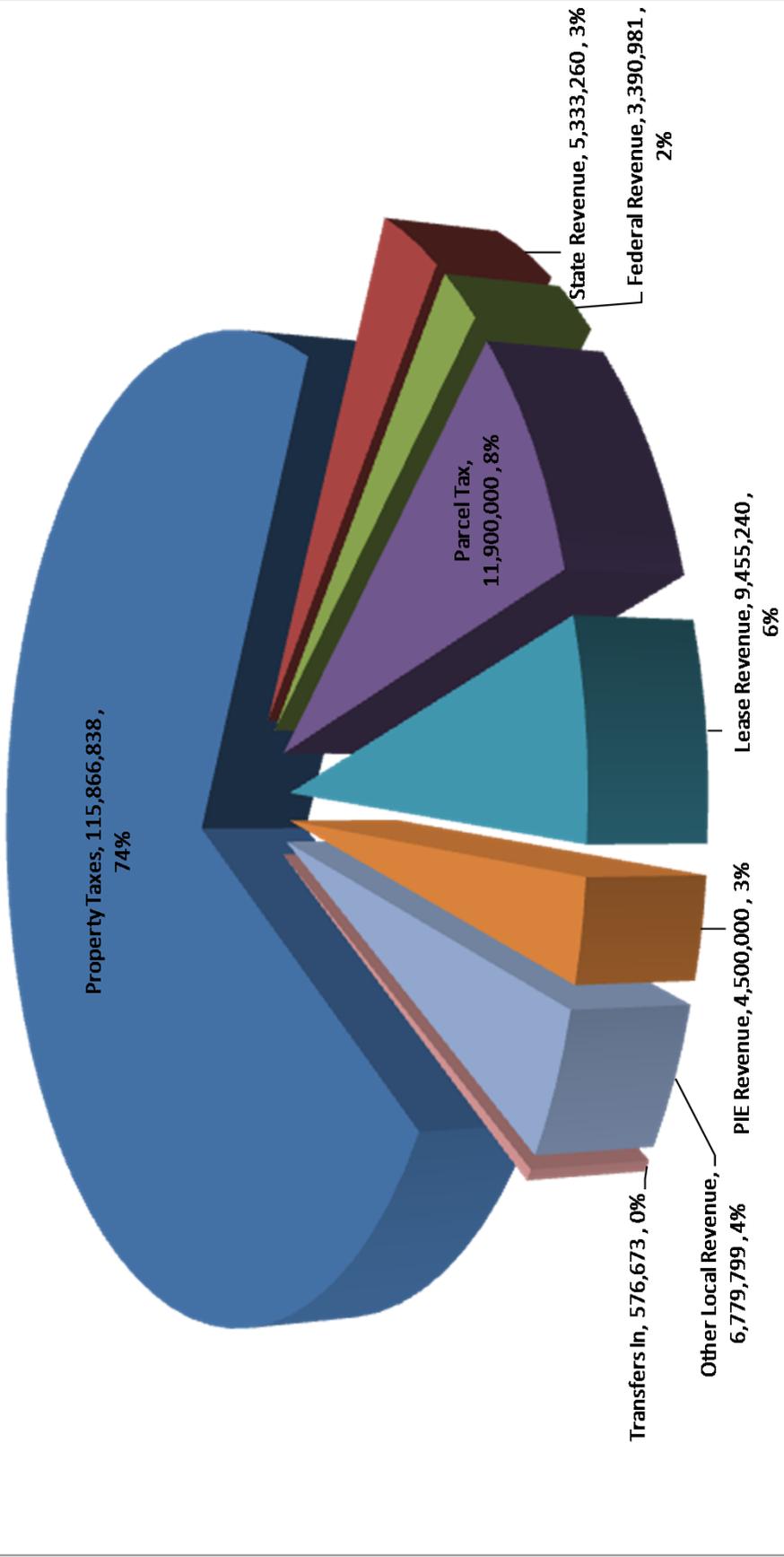
- Basis for 2012-13 Budget
- Estimated Fund balance available to mitigate future budget cuts of \$12.7 million, an increase of \$350k since second interim
- Increase due to:
 - Increase in property tax, lottery, and K-3 CSR revenue
 - Decrease in staffing budgets, special education NPS, and departmental budgets
- One-time savings of \$1.3 million in mental health costs, designated in the ending fund balance

2012-13 Proposed Budget

	2012-13 Proposed Budget
BEGINNING FUND BALANCE Restricted/Reserved/Designated Available to Mitigate Future Budget Cuts	\$31,105,988 \$18,387,180 \$12,718,808
INCOME	\$157,699,718
EXPENDITURES	\$163,241,219
Excess of Revenues over Expenses (Unrestricted)	(\$5,541,504)
ENDING FUND BALANCE Restricted/Reserved/Designated Available to Mitigate Future Budget Cuts	\$25,564,484 \$18,413,814 \$7,150,670

Source of General Funds 2012-13

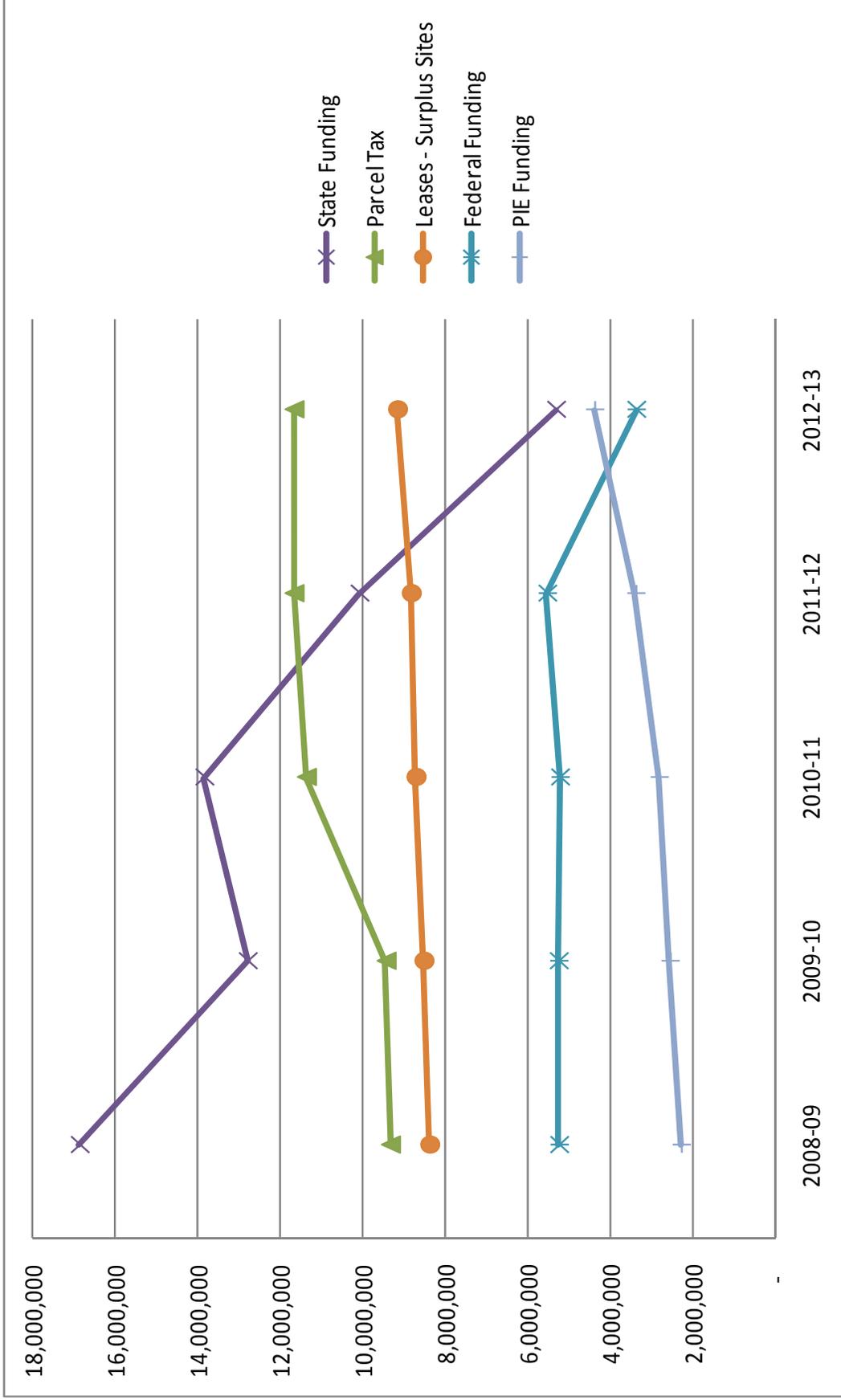
2012-13 Proposed Budget - Revenue Sources



2012-13 Proposed Budget - Revenues

- 2.0% property tax growth (\$2,223,000)
 - Budget is based upon Governor's May revision
 - \$5.3 million additional reduction due to state community funded district "fair share" cuts (total reduction - \$12.6 million)
 - Parcel tax - \$11,900,000
 - PIE income - \$4,500,000
 - Lease revenue – 3% increase
 - No state/federal carryover dollars included, only 12-13 revenue
-

Revenue Trends – Sources



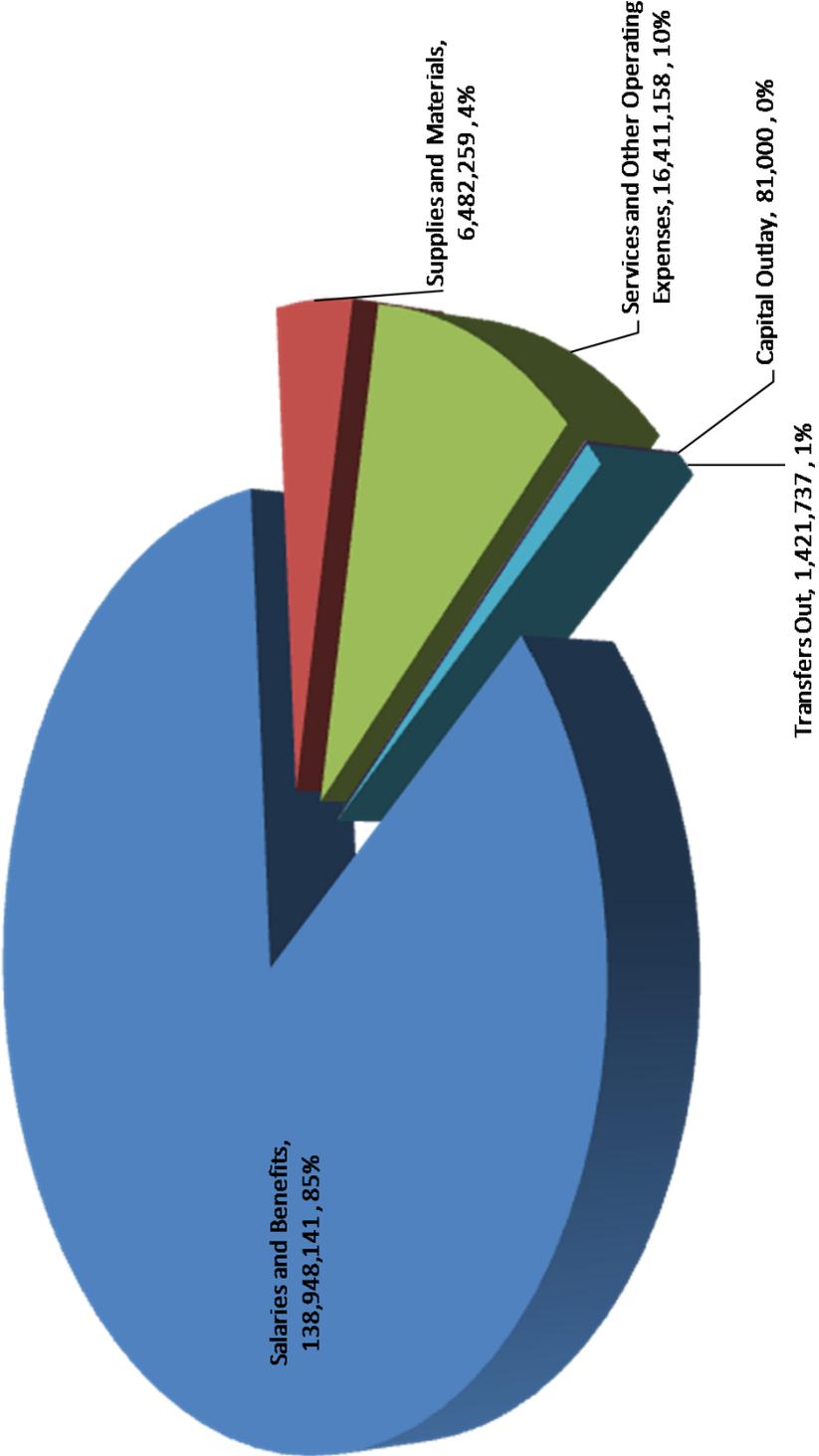
Revenue Trends – Per Student Funding

Total Funding*	2008-09	2009-10	2010-11	2011-12	2012-13
Property Tax	106,194,134	109,289,695	110,126,767	111,207,000	113,383,000
Property Tax - Special Ed	2,788,537	2,984,663	2,891,641	2,756,356	2,483,838
Parcel Tax	9,346,204	9,452,073	11,383,617	11,683,512	11,683,933
State Funding	16,877,168	12,806,108	13,855,528	10,095,567	5,333,260
Federal Funding	5,258,193	5,267,796	5,236,741	5,545,995	3,390,981
Leases - Surplus Sites	8,395,359	8,534,460	8,727,232	8,842,442	9,175,241
Total Funding	148,859,595	148,334,795	152,221,526	150,130,872	145,450,253
Increase from 2008-09					(3,409,342)
% Increase from 2008-09					-2%
* Excluding local sources					
Enrollment					
11th Day Enrollment	11,431	11,680	12,024	12,286	12,466
Increase from 2008-09					1,035
% Increase from 2008-09					9%
Decrease from 2008-09					\$ (1,355)
% Decrease from 2008-09					-10%

*Notes: Total General Fund Revenue does not include donations from PIE, PTA or any other donations and local revenue to the schools.

Use of General Funds 2012-13

2012-13 Proposed Budget - Expenses



2012-13 Proposed Budget - Expenditures

- Personnel Budgets
 - Step and Column costs for all employees
 - 10 growth teachers (8 regular classroom teachers and 2 special education teachers)
 - Public Employee Retirement System (PERS) rate increases from 10.923% to 11.417% (\$125,000)
 - Unemployment Insurance (UI) rate decreases from 1.61% to 1.10% (\$500,000)
 - Health and Welfare decreases due to loss of one-time Federal Jobs Funds (\$1.4 million), although carryover funds still available

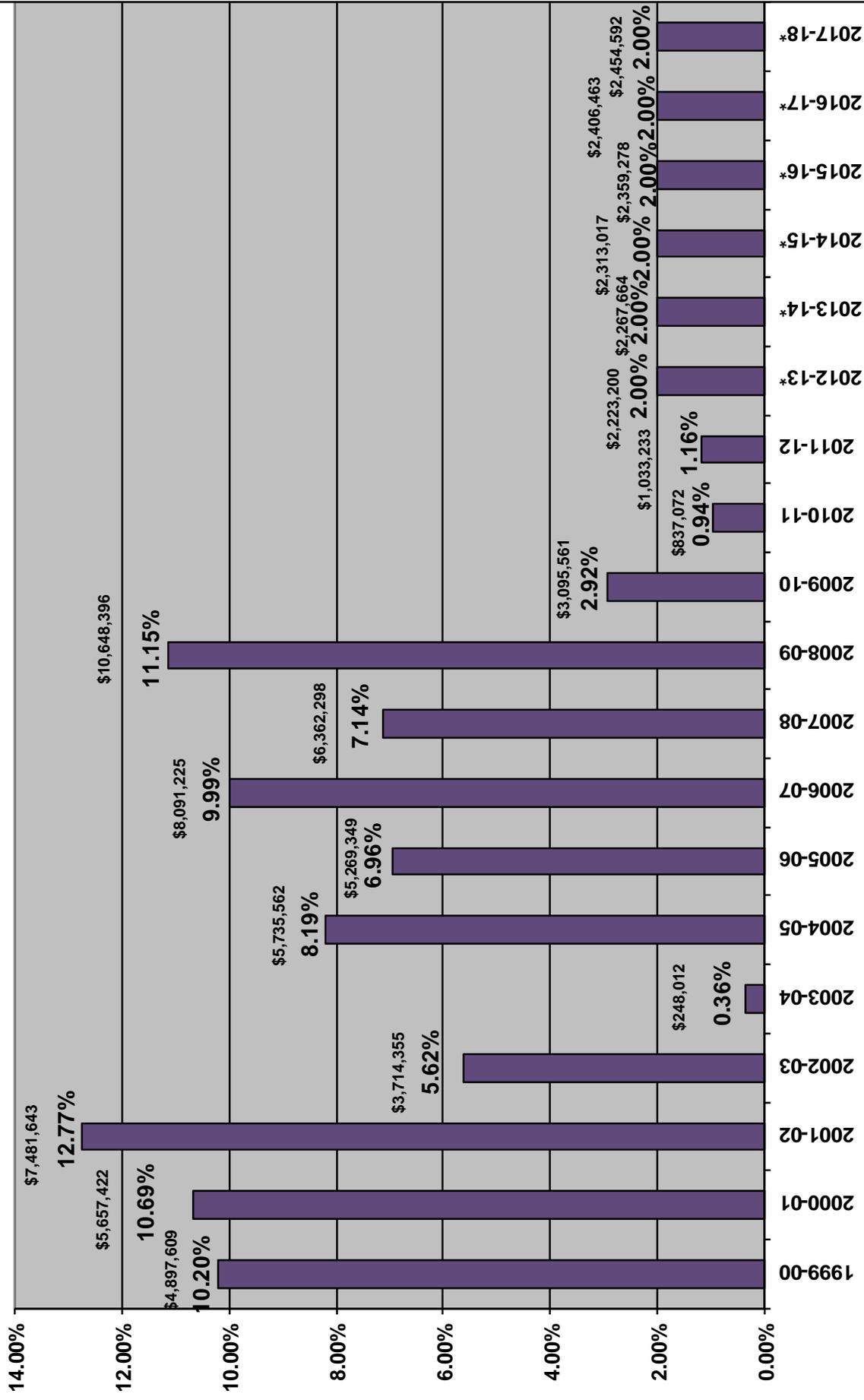
2012-13 Proposed Budget - Expenditures

- Other non personnel budgets:
 - Utilities
 - 3% increase in electric and refuse
 - 20% increase in water
 - 20% decrease in gas
 - 10% increase in non-public school tuition and placement (\$400,000)
 - Budget for other operating services and contracts remain relatively flat

Budget Balancing Plan

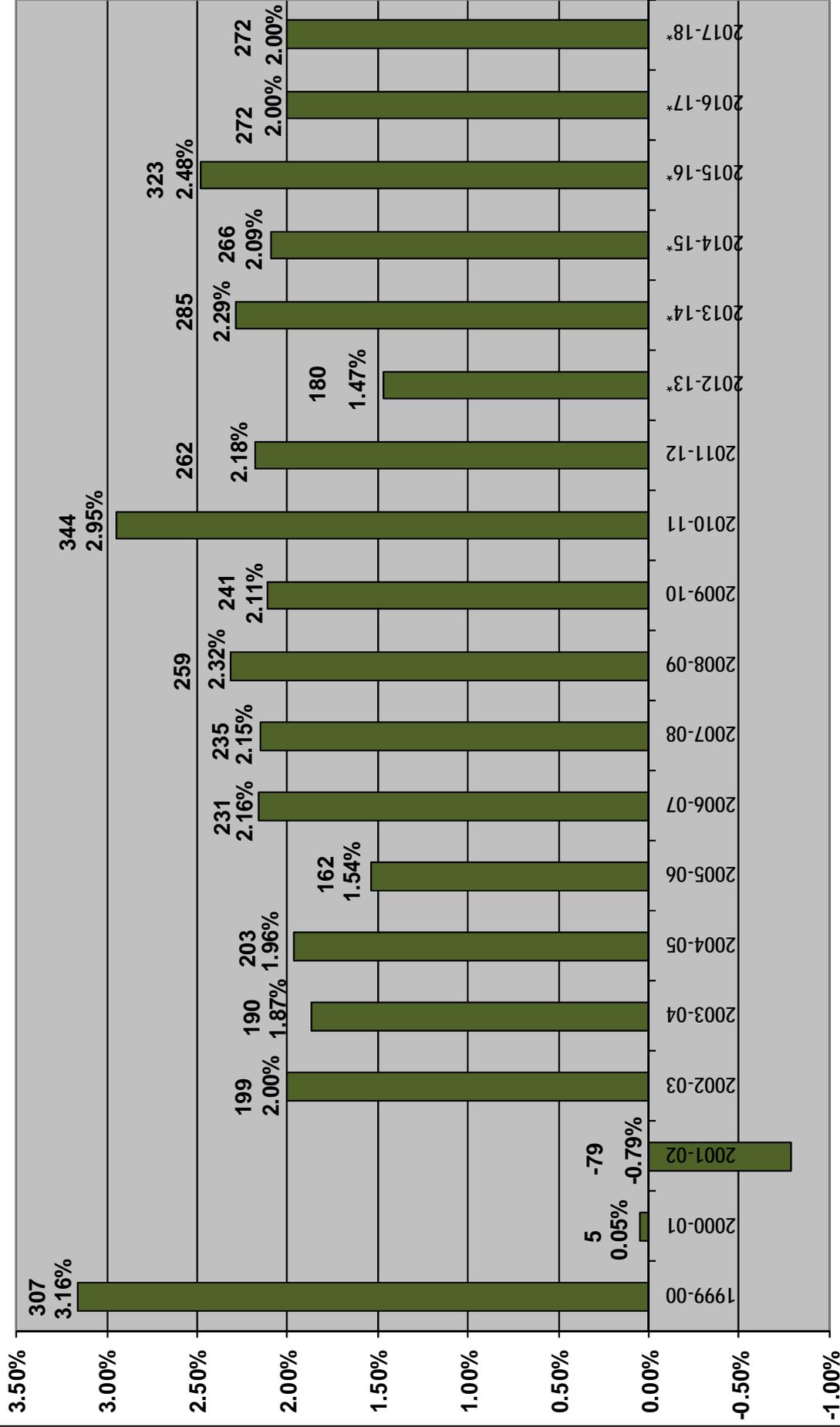
- \$8.1 million budget deficit projected , if the Governor's tax initiative does not pass (\$5.3 million cut to PAUSD)
- Proposed budget includes:
 - \$2.6 million in revenue enhancements and budget reductions
 - \$5.5 million use of fund balance
- No reductions to sites

Change In Property Tax Revenue Amount and Percentage



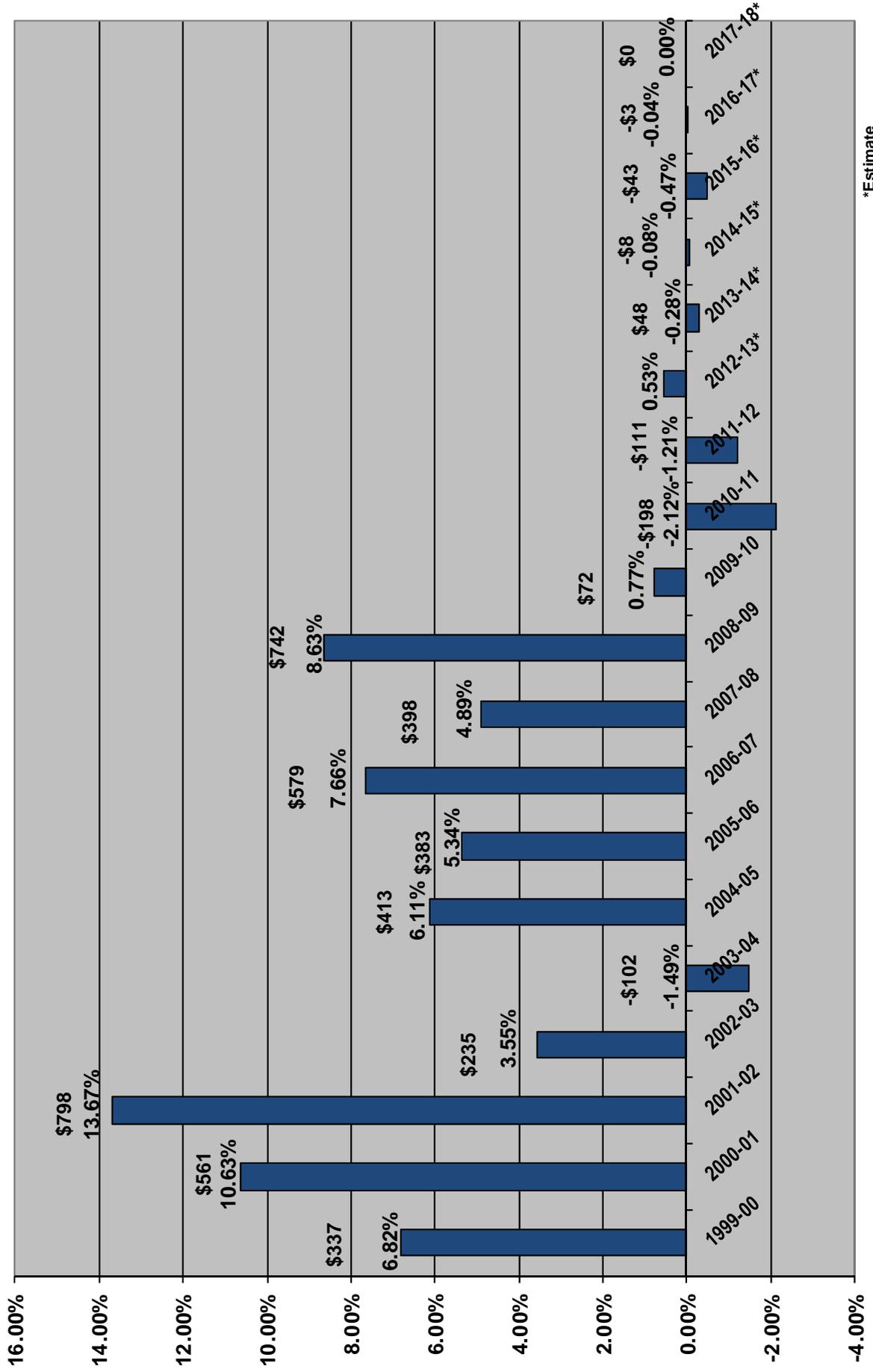
*Estimate

Change In Enrollment # of Students and Percentage



*Estimate

Change In Property Tax Revenue Per Student Amount and Percentage



*Estimate

Assumptions in 2013-14 to 2017-18

Projections

- Weak growth outlook for the national and state economy
 - Ongoing \$12.6 million state “fair share” cut
 - Property tax growth at 2% for all five years
 - Expenses for thirteenth elementary site and loss of rental revenue for Garland site beginning in 2014-15
 - Estimated fund balance available to mitigate future budget cuts of \$12.7 million will be fully exhausted by the end of 2014-15
-

Estimated General Fund & Basic Aid Reserves

	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
Reserve for Economic Uncertainties	\$4.8 3.0%	\$4.9 3.0%	\$4.9 3.0%	\$5.0 3.0%	\$5.0 3.0%
Fund Balance Available to Mitigate Future Budget Cuts	\$12.7 7.8%	\$7.2 4.4%	\$3.4 2.1%	\$0.0 0.0%	\$0.0 0.0%
Basic Aid Reserve	\$9.5 5.8%	\$9.5 5.8%	\$9.5 5.8%	\$9.5 5.7%	\$9.5 5.8%
TOTAL ESTIMATED ENDING RESERVE	\$27.0 16.6%	\$21.6 13.2%	\$17.8 10.9%	\$14.5 8.7%	\$14.5 8.8%
TOTAL GENERAL FUND EXPENDITURES	\$162.4	\$163.2	\$164.4	\$166.2	\$165.9

* All amounts in millions

Impact of Governor's Tax Initiative

Budget Scenarios to the Governor's Proposal

If tax initiative fails

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18
Deficit	8,136,504	7,565,369	7,132,780	5,249,495	783,575	649,871
Budget Solutions	2,595,000	3,825,000	3,811,164	5,241,850	876,530	747,890
Use Fund Balance	5,568,138	3,773,636	3,377,034	-	-	-
Ending Fund Balance Available to Mitigate Budget Cuts	7,150,670	3,377,034	-	-	-	-

If tax initiative passes

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18
Deficit	2,844,504	2,273,369	5,675,342	7,603,222	4,906,404	769,955
Budget Solutions	2,595,000	-	-	3,472,749	4,879,276	864,477
Use Fund Balance	276,138	2,421,386	5,845,383	4,175,901	-	-
Ending Fund Balance Available to Mitigate Budget Cuts	12,442,670	10,021,284	4,175,901	-	-	-

Downside Risk

- Governor's tax initiative fails
- Weighted Student Formula
- Slow property tax growth
- High enrollment growth

Upside Potential

- **Governor's tax initiative passes**
- **Property tax growth above 2%**
- **Lower than projected enrollment growth**

Weighted Student Formula

- Governor has updated proposal in the May Revise
 - Education Coalition and many legislators oppose proposal
 - Many winners and losers
 - Relies on unrealistic growth assumptions of funding to education
 - Community funded districts would lose all categorical funding
-

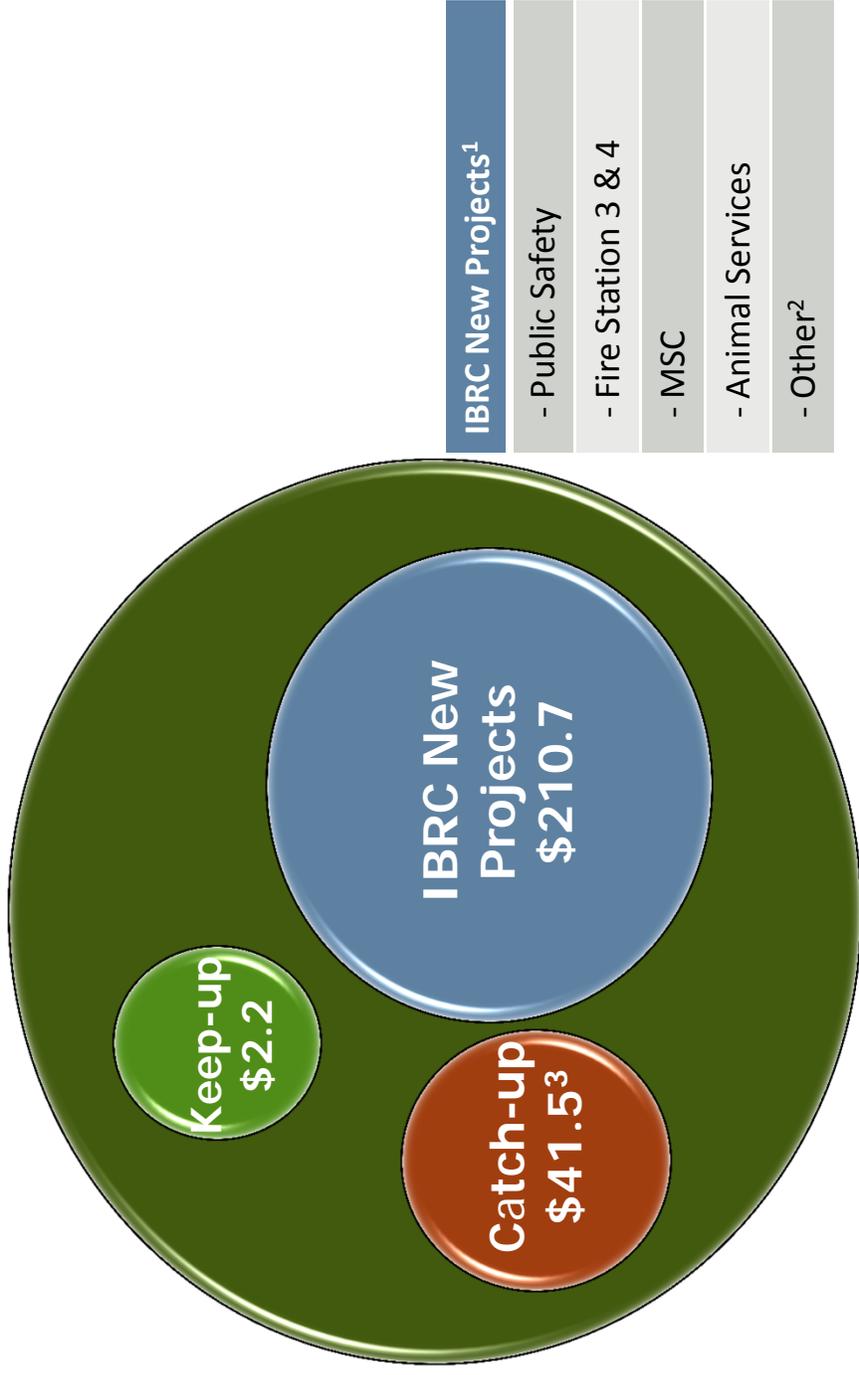
City of Palo Alto Capital Budget
Presentation

Meeting No. 7, 8/22/2012

■ Cubberley Infrastructure

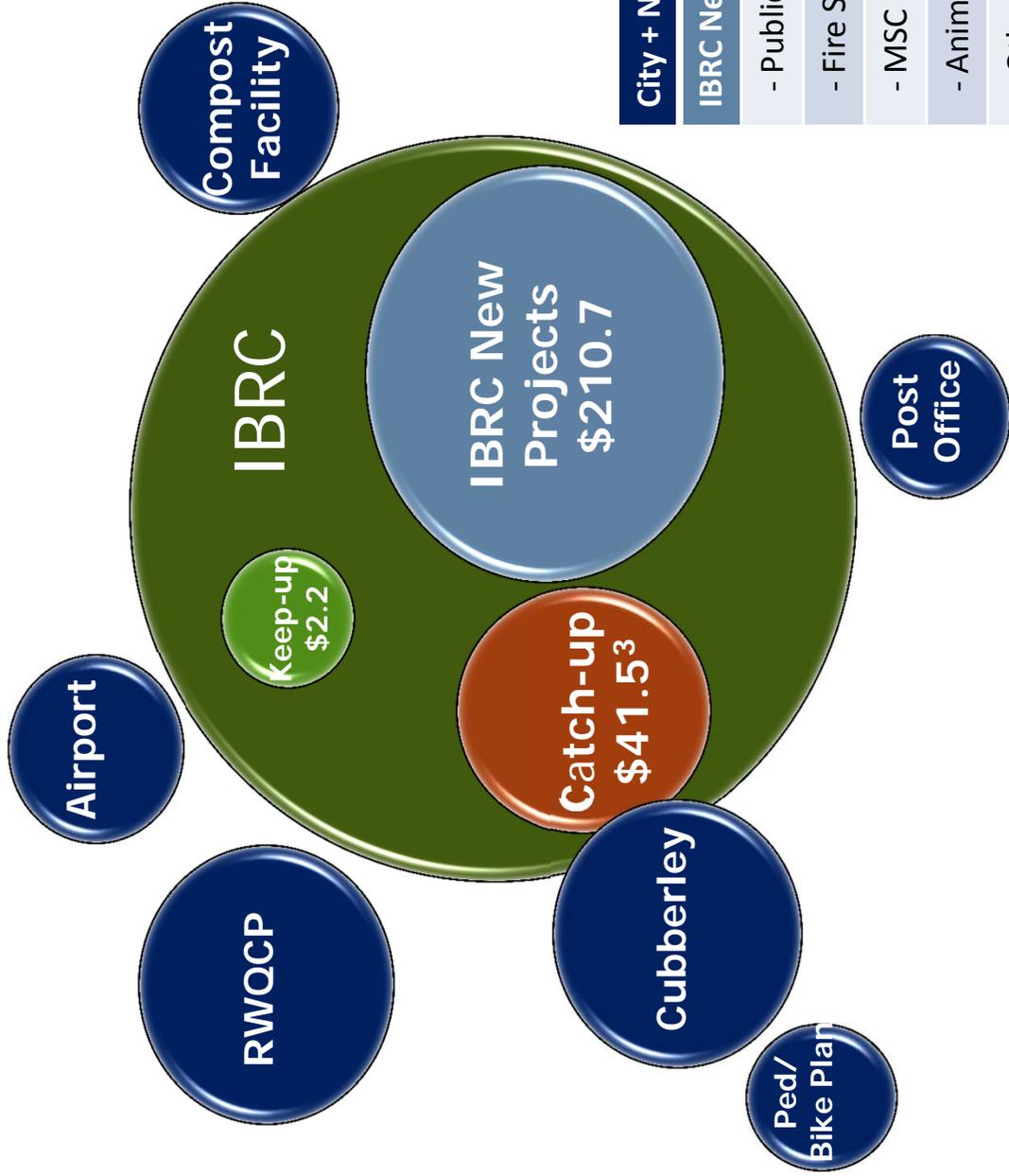
- August 22, 2012

IBRC Recommendations



¹ IBRC listed with no assumed timeframe for implementation; IBRC recommendations intentionally excluded enterprise funds

² Civic Center, LA Treatment Plant, Byxbee Phase II, 101 Bike/Pedestrian Bridge



City + New Projects
IBRC New Projects ¹
- Public Safety
- Fire Station 3 & 4
- MSC
- Animal Services
- Other ²

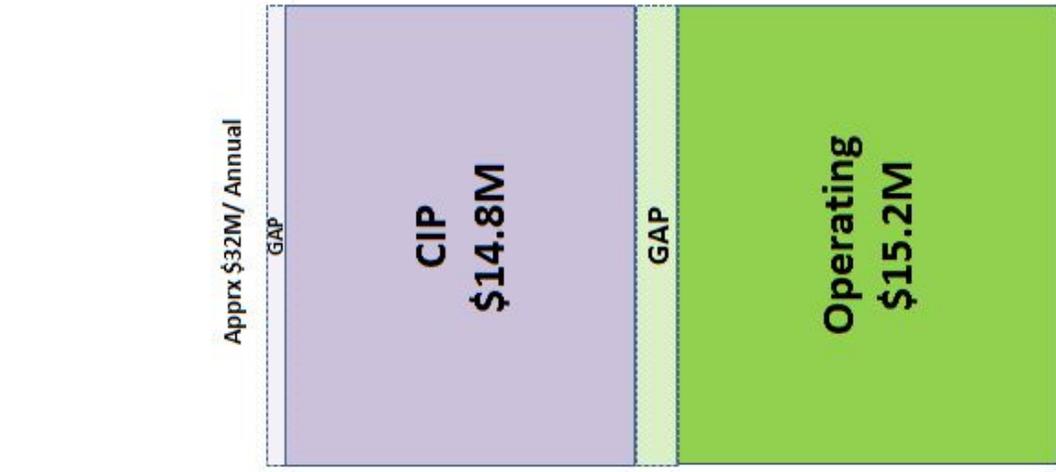
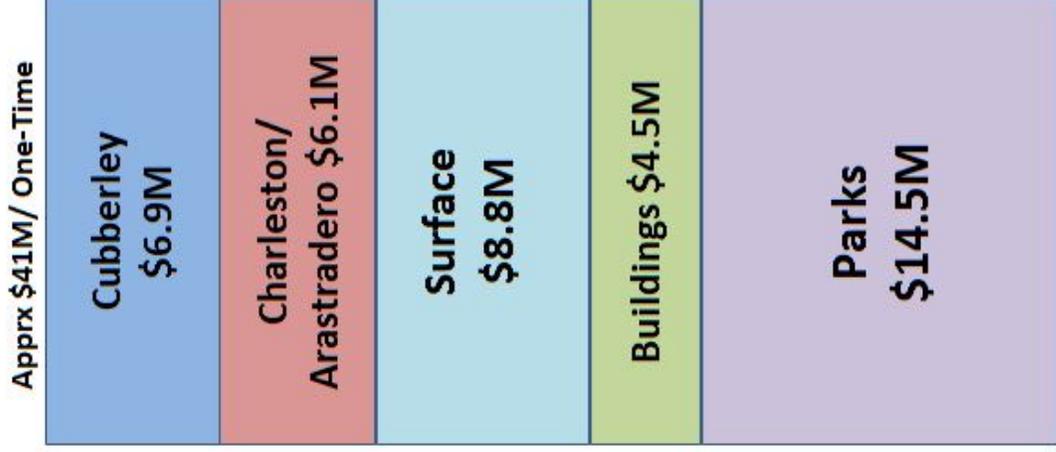
¹ IBRC listed with no assumed timeframe for implementation; IBRC recommendations intentionally excluded enterprise funds

² Civic Center, LA Treatment Plant, Byxbee Phase II, 101 Bike/Pedestrian Bridge

³ \$4.2M annual catch-up over 10 years

Catch-Up/ Keep- Up

\$M
 \$ 40.00
 \$ 35.00
 \$ 30.00
 \$ 25.00
 \$ 20.00
 \$ 15.00
 \$ 10.00
 \$ 5.00

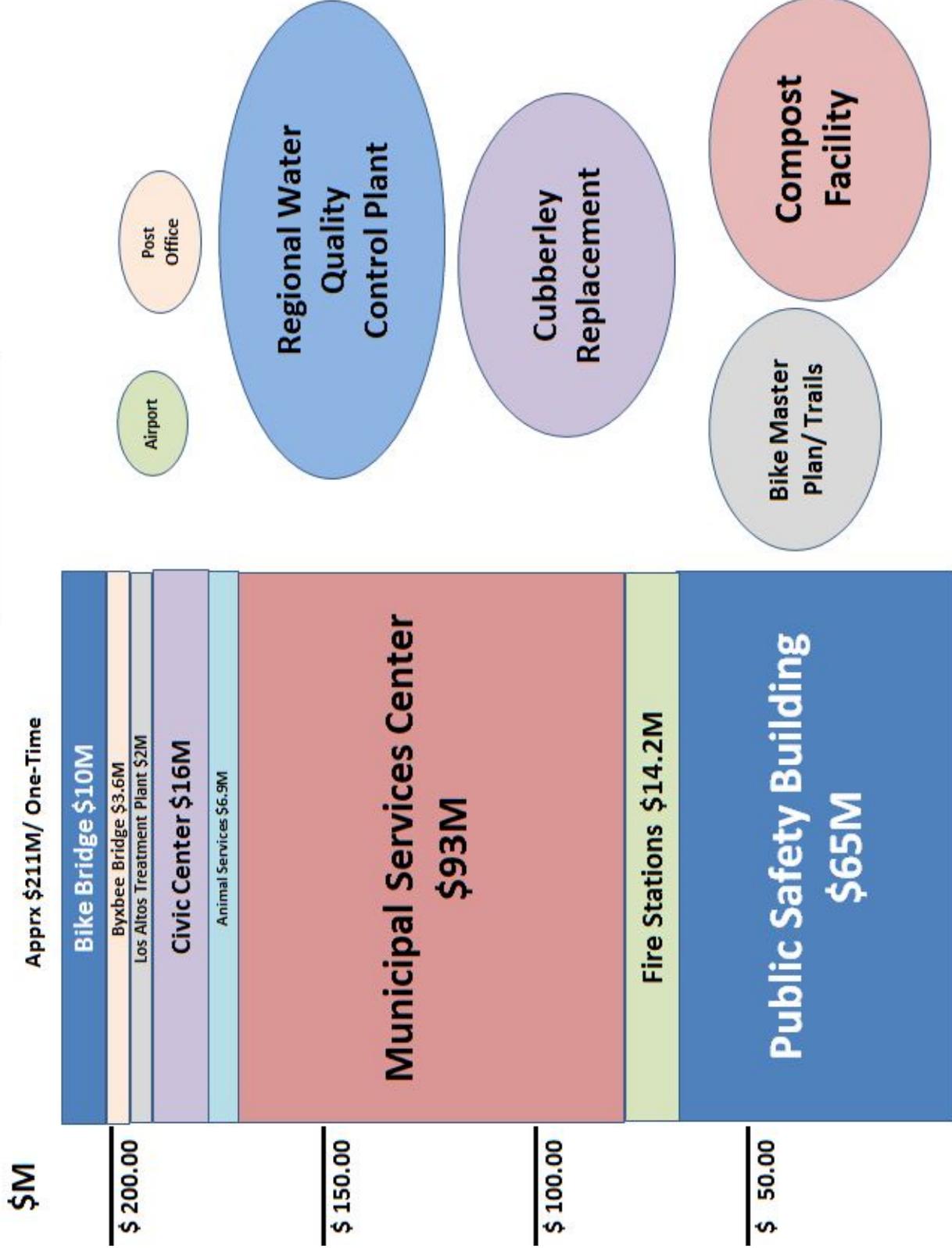


\$2.2M
 Keep Up
 Gap

Catch Up Needs
 Per IBRC Report
 10 Years

Keep Up Typical
 Annual

New Projects

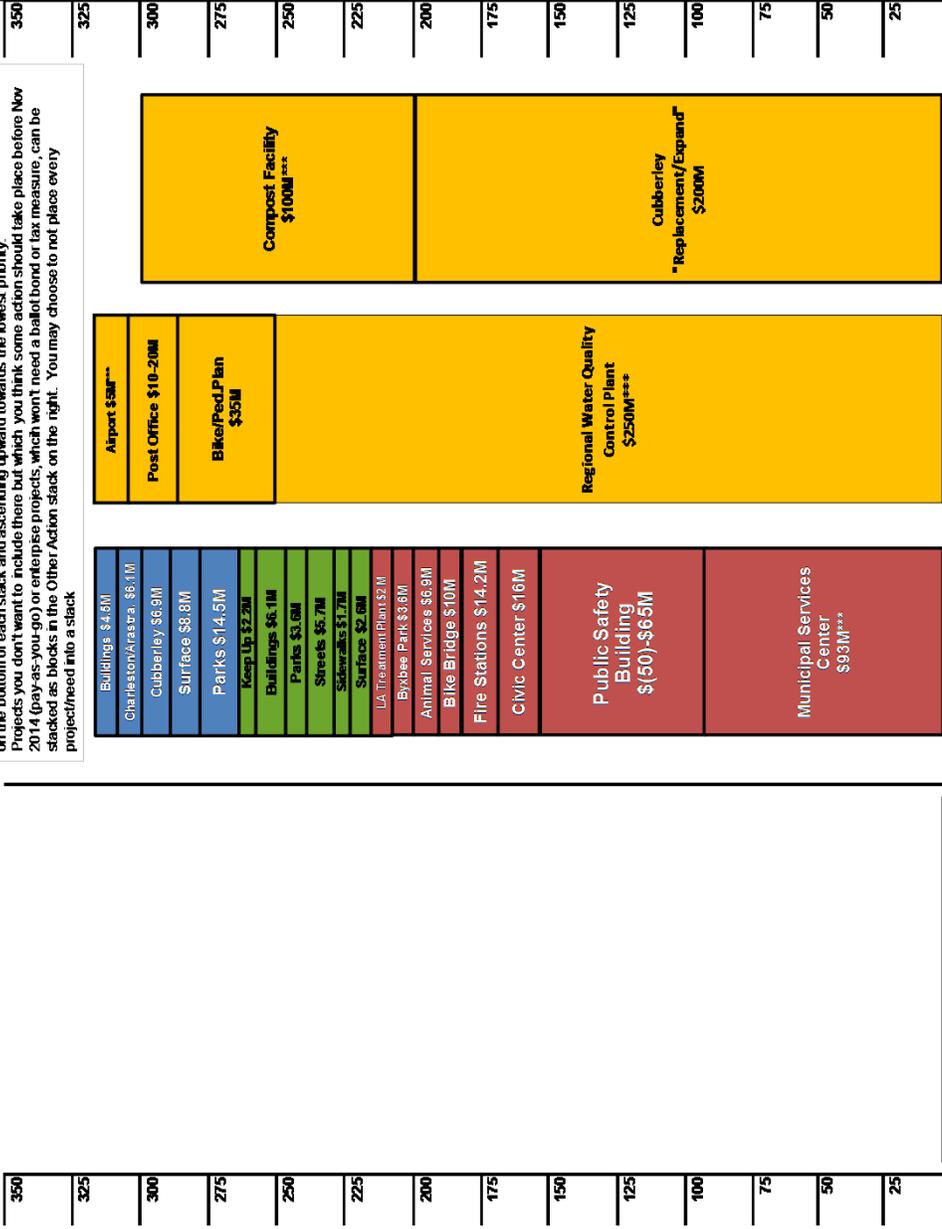


New Projects IBRC

New Projects Additional Needs

\$\$\$\$\$

Drag and arrange the blocks on the potential 2014 measures stack to the left with your highest priority on the bottom of each stack and ascending upward towards the lowest priority. Projects you don't want to include there but which you think some action should take place before Nov 2014 (pay-as-you-go) or enterprise projects, which won't need a ballot bond or tax measure, can be stacked as blocks in the Other Action stack on the right. You may choose to not place every project/need into a stack

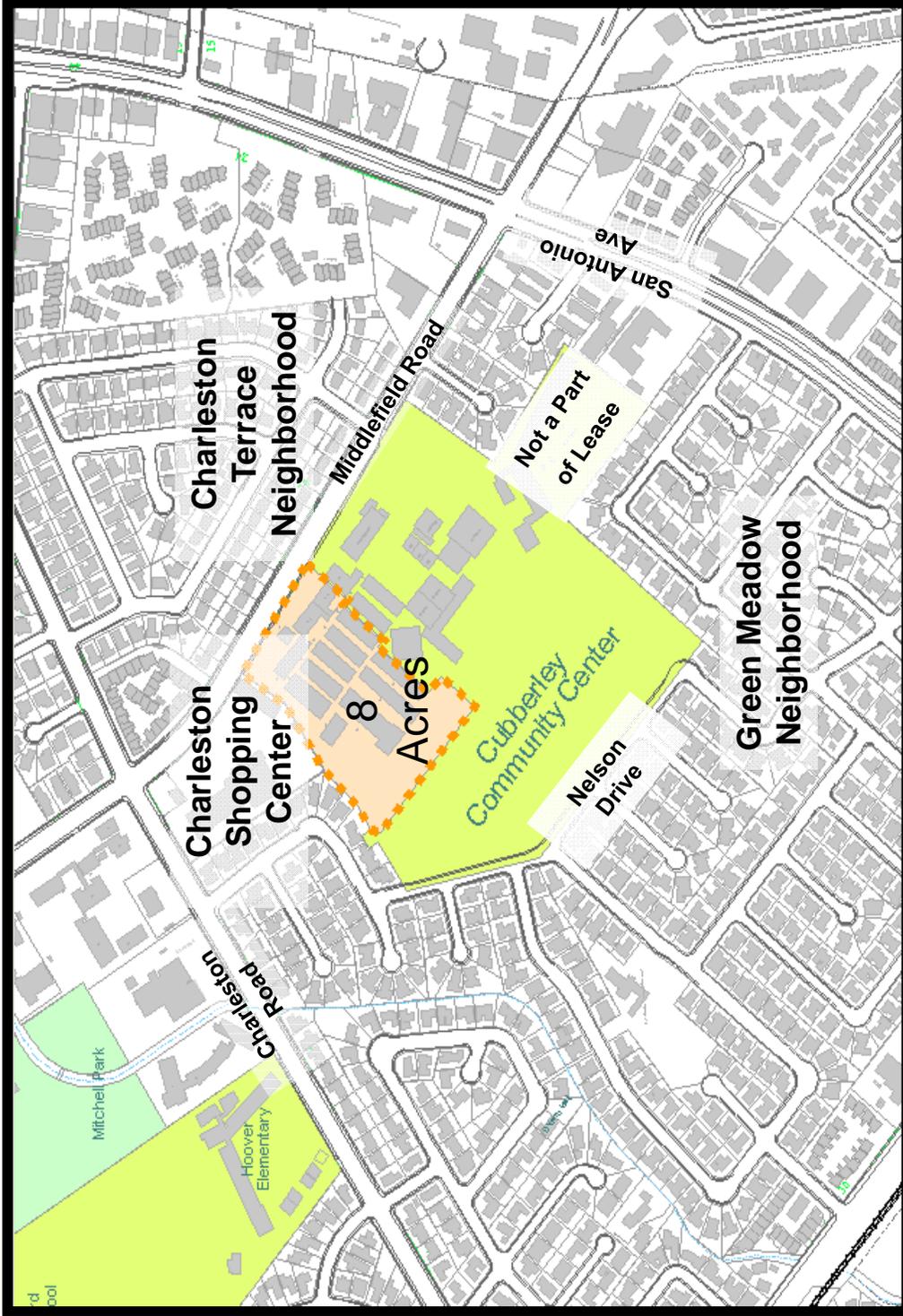


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Potential 2014 Measures

■ FY2013 CIP
 ■ IBRC Catch Up
 ■ IBRC New Projects
 ■ New Projects Beyond IBRC





Cubberley Infrastructure Needs

(Thousands of \$)

	Operating FY2012	CIP		Total CIP
		Catch-Up	Keep Up	
Owned	\$381	\$3,871	\$ 4,480	\$ 8,351
Leased	\$361	\$3,096	\$ 7,380	\$10,476
Total	\$742	\$6,967	\$11,860	\$18,827

Cubberley Statistics

- **35 Total Acres**
 - **27 Acres School District**
 - **8 Acres City**
- **175, 540 sq.ft. Building**
 - **94,402 School District**
 - **76,138 City**
- **750 Parking Spaces**
 - **620 School District**
 - **130 City**

■ Cubberley Infrastructure

- August 22, 2012

PAUSD Interests in Cubberley Presentation
Meeting No. 7, 8/22/2012

Cubberley Update



Kevin Skelly, Ph.D.
Superintendent

August 21, 2012

Palo Alto Unified School District

PAUSD Interests

1. Continuation of the revenue from the Lease and Covenant. Loss of this ongoing, almost \$7 million would require major structural cuts to the PAUSD educational program.
2. Preservation of the option to reopen Cubberley sometime in the future ***including the possibility of multiple comprehensive schools / for maximal usage for educational purposes*** ~~as a third comprehensive high school to meet enrollment projections.~~



August 21, 2012

Palo Alto Unified School District

Board Information Needed from CPAC & CCAC

Clarifying current and desired uses for Cubberley ***including possible combined use opportunities.***

This would include the period under consideration for renewal (the five years from 2014 to 2019) and more long term.



August 21, 2012

Palo Alto Unified School District

Board Information Needed from CPAC & CCAC

Identifying criteria to prioritize present and future community uses and examine Cubberley capacity.

******While this is more an issue at the City level since they currently have responsibility for the site, any scenario that places PAUSD educational functions on the campus will either add to the programs on the campus or reduce the non-PAUSD space available to the community.



August 21, 2012

Palo Alto Unified School District

Board Information Needed from CPAC & CCAC

Consider *complementary* infrastructure maintenance needs of the site and alternative ways to pay for them. While there have been some studies of these needs done in the past, having the CCAC and CPAC's thinking in these areas would be helpful for the Board.



August 21, 2012

Palo Alto Unified School District

Board Information Needed from CPAC & CCAC

Considering some post-2014 Cubberley lease alternatives that would give some certainty to Cubberley users and the community while meeting the interests of the District and the City of Palo Alto.



August 21, 2012

Palo Alto Unified School District

Additional Request to the Board – Regarding a Fourth Middle School Site

Staff would like to explore the possibility of an alternative site for a middle school and utilize some consulting services to help in this regard. While land for a middle school would be difficult to find, staff believes that a strong effort to find a suitable alternative space for a middle school is warranted at this time.

****BOARD APPROVED THIS REQUEST**

August 21, 2012

Palo Alto Unified School District



PAUSD Capital Budget Presentation
Meeting No. 7, 8/22/2012

Capital Budgets

2012-2013

Palo Alto Unified School District

Capital Budgets

<u>Fund</u>	<u>Beg. Bal.</u>	<u>Revenue</u>
• Deferred Maintenance	\$1.4 M	\$0.4 M
• Property Fund	\$1.6 M	\$0.1 M
• Building Projects Fund	\$0.1 M	\$-- - M
• Planned Maintenance	\$2.6 M	\$-- - M
• Capital Facilities Fund	\$2.9 M	\$0.7 M
• Strong Schools Bond	\$386.0 M	\$-- - M

CCAC Problem Statement Matrix
CCAC Forum No. 1, 11/8/2012

CUBBERLEY COMMUNITY ADVISORY COMMITTEE — PROBLEM STATEMENT

Community

Facilities

Schools

Finances

- Need to work in a willing partnership to determine the best use of Cubberley's 35 acres to serve the entire community.
- How should City's acres be used? A 5 year lease extension must include plans for short/medium term maintenance with a commitment to plan longer term.
- Which programs currently housed at Cubberley should be retained? Which should remain there and which will need alternate locations?

- There is a significant growing list of deferred maintenance needs.
- How can negotiation of new lease/covenant terms mitigate costs to PA and incorporate commitments to current and medium, term upkeep and future cooperation?
- What is the potential for joint City / School use and how can collaboration/cooperation between PA and PAUSD be fostered in the short term to secure adequate long term investment/planning?
- What is the impact of building standards required for school uses?

- Need to maintain the revenue stream from the Cubberley lease by continuing the lease for 5 years.
- Need to determine a site for a new middle school ...if one is not to be located at Cubberley, the lease could be continued for 10 years.

- Should the lease be renewed, and if yes on what terms?
- City and School finances have changed since original lease/covenant.
- Need to determine potential for shared maintenance costs.
- Need to determine potential for cost recovery from rentals. Should rental rates be increased?
- How can/should Foothill rental space be replaced?

Years 0 - 5

- The community values the services provided at Cubberley.
- The community recognizes that the PAUSD will likely not be ready to plan a school at this point, but this will not stop planning for traffic and parking and building at least some facilities to meet community needs.

- A significant infrastructure investment would be needed to extend the life of the buildings at Cubberley.
- Current facilities are an inefficient use of the site.
- Uncertainties associated with PAUSD future use create a barrier to planning for investment in new construction.
- To what degree can the site be used effectively to meet both community and school needs during this period?

- If the site is not needed for a middle school during this period, what lease arrangements between the City and the PAUSD would be mutually beneficial and acceptable?

- \$18M in capital improvements needed for the site. How could this be funded?
- Absent a better understanding of future PAUSD needs, will the City need to independently determine the future of its 8 acres — would this require giving up on innovative/cost saving ideas for joint use?
- How can the City determine a construction plan without clarification of the PAUSD long term needs?

Years 5 - 15

- How should City's 8 acres be used? The Cubberley site provides a unique opportunity for Palo Alto and PAUSD to work together to plan a creative co-location of community and school services for highest and best use of this last-of-its-kind property.
- Can the community — the City and PAUSD — work together and collaborate to make this happen?
- Ideally, could the Cubberley site provide a location for multi-generational, multi-cultural, multi-disciplinary program to serve the entire community?

- The City lacks sufficient alternative facilities / real estate to accommodate the services currently provided at Cubberley.
- This is the last sizable space in the City proper for redevelopment ... to maximize flexibility and for future use, multi-story facilities should be considered.
- A full high school would conflict with and displace key community uses, especially playing fields and the gyms.
- Traffic and transit support facilities would also be impacted and require careful planning.

- The PAUSD wants the flexibility of keeping the entire 35 acres unencumbered for future school use.
- The PAUSD is unwilling to give unrestricted rights to even portions of Cubberley beyond 2025 (or at most 2030) because of potential need for a full high school.
- School buildings must meet higher building code standards.
- PAUSD does not see a need to remove existing buildings.

- Will there still be community-serving uses on the site?
- How will the City / PAUSD fund needed new construction and / or remodeling — and on-going maintenance?
- To use all 35 acres, the PAUSD must purchase the City's 8 acres.
- General obligation bonds would generally need 30 year amortization — thus, community uses would have to be available for 30 years.

Years 15 - 30

CCAC Briefing Book
11/21/2012

Cubberley Community Advisory Committee



Briefing Book

November 21, 2012

CCAC Briefing Book: Table of Contents

Revised November 28, 2012

General Documents

1. Cubberley Guiding Principles
2. CCAC Problem Statement Matrix
3. IBRC Final Report Working Paper on Cubberley Site

School Needs Subcommittee Documents

4. School Needs Subcommittee Problem Statement
5. PAUSD Property Summary

Community Needs Subcommittee Documents

6. What's Special About the Cubberley Handout
7. Cubberley Facilities Available for Rent
8. Cubberley Rental Room Users
9. Who Provides What In Palo Alto Handout
10. Neighboring Community Centers Handout
11. Sunnyvale Senior Center Visit Notes
12. Impact of the Aging Baby Boom Population on Palo Alto's Social and Community Services
13. Selections from CCAC Community Needs Subcommittee Minutes, October 24, 2012

Facilities Subcommittee Documents

14. Facilities Subcommittee Problem Statement
15. More Thoughts Regarding Cubberley Facilities Document
16. Cubberley Existing 35 Acres Land Use Chart

Finance Subcommittee Documents

17. Financial Analysis of City and School District Situation
18. Cubberley Lease Report
19. Funding Options
20. Research on Existing Joint Use Facilities in Other Communities for Lessons Learned and Guidance
21. Joint Powers Authority
22. Financial Summary Spreadsheet
23. Comparison of General Obligation Bonds, Mello-Roos and Parcel Taxes for Cities

General Documents



City of Palo Alto

City Council Staff Report

(ID # 2861)

Report Type: Consent Calendar

Meeting Date: 5/14/2012

Summary Title: Cubberley Guiding Principles

Title: Council Approval of Guiding Principles for the Cubberley Policy Advisory Committee and the City Manager and Superintendent Community Advisory Committee

From: City Manager

Lead Department: City Manager

Recommendation

Staff recommends that the City Council approve the Guiding Principles for the Cubberley Policy Advisory Committee and the Community Advisory Committee (CAC) appointed by the City Manager and PAUSD Superintendent.

Background and Discussion

On May 8, 2012, the Palo Alto Unified School District (PAUSD) approved the draft Guiding Principles without amendments. As Council is aware, the draft Guiding Principles were revised and forwarded by Council to the Policy Advisory Committee (PAC) composed of Council Members Yeh, Shepherd and Klein; and Board Members Mitchell and Townsend. The PAC met on April 20, 2012 and prepared the draft presented to the PAUSD School Board. The draft is now before the Council for final approval and is as Attachment A.

The PAUSD School Board also suggested an additional member of the CAC in the "Other Community Members" category. Brian Carilli was suggested to the City Manager and Superintendent and has been added to the draft CAC list.

Timeline

Once Council approves the final Guiding Principles and all suggestions for the CAC

members have been made, Staff will poll the CAC for a convenient meeting time the 3rd or 4th week of May.

Attachments:

- Attachment A: Final Draft Cubberley PAC Guiding Principals (DOC)
- Attachment B: PAUSD Board Packet 5.8.12 Action Item 9 (PDF)

Prepared By: Steve Emslie, Deputy City Manager

Department Head: James Keene, City Manager

City Manager Approval:


James Keene, City Manager

Attachment A

Cubberley Policy Advisory Committee City Manager and PAUSD Superintendent Community Advisory Committee

Guiding Principles

Approved by the Board of Education Agenda May 8, 2012

Draft for the Palo Alto City Council May 14, 2012

The Cubberley Policy Advisory Committee (PAC) consists of two Palo Alto Unified School District (PAUSD) Board members appointed by the School Board President and three City Council members appointed by the Mayor. The PAC shall be the primary advisor to the Council and the School Board on issues related to the lease and possible re-use or joint use of the Cubberley campus.

The Cubberley Community Advisory Committee (CAC) is jointly appointed by the City Manager and Superintendent, and shall represent a cross section of Cubberley, neighborhoods, schools and citywide representatives. The CAC shall review Cubberley background and history and provide the PAC with community input including but not limited to possible re-use scenarios, alternative lease arrangements, site plan configurations, possible funding plans, identification of joint use opportunities and compatible standards.

1. The City and PAUSD recognize that our citizens have substantial investments, both emotional and financial in the Cubberley Campus, and shall work to reach decisions for the benefit of our entire community.
2. The Committees shall maintain open and transparent processes at all times, and members of the public shall be invited to all meetings. The CAC shall complete a final report. PAC and CAC meetings shall be audio-recorded with minutes completed for the PAC, and notes completed for the CAC. (Costs of minutes shall be cost-shared by the City and PAUSD).
3. Documents, architectural drawings and other written communication provided to the Committees shall be made available to the general public as soon as possible.
4. The City and PAUSD recognize that Cubberley is a major cultural, educational, recreational and non-profit resource, very important to the community's health and vitality.
5. Acknowledging that each entity has different regulations and governing legislation, the City and PAUSD shall seek to work cooperatively to explore all practical joint-uses of the Cubberley campus for both educational and community services.
6. The City and PAUSD have ownership interests in portions of the campus: PAUSD owns 27 acres and the City owns 8 acres. The parties may consider relocation of

Attachment A

their ownership interests within the site to facilitate optimal site layout and efficiency.

7. The City Manager and PAUSD Superintendent shall jointly prepare a project budget for 2012/13, with costs shared equally between the City and PAUSD.
8. While the Policy Advisory Committee planning shall occur as cooperatively as possible, the City Council representatives and the PAUSD Board Members shall retain independent recommending authority should consensus not be reached.
9. Maintaining the quality of PAUSD schools is a significant community value, and planning for a growing population is essential to maintaining educational excellence and the overall health and well-being of our community.
10. Cubberley programs enrich the community and criteria shall be developed to prioritize and/or retain existing uses as well as assess prospective new uses.
11. The City and PAUSD recognize that joint-use could result in stronger educational and cultural programs provided more efficiently.
12. The City Council and PAUSD representatives on the Policy Advisory Committee shall report, not less often than every other month, to their respective bodies on Cubberley planning activities.
13. The City and PAUSD shall work to continue community access to Cubberley to the extent possible. Recreation facilities provided at the Cubberley campus produce important services benefitting the community at large.
14. The residential neighborhoods surrounding Cubberley shall be considered in determining the compatibility of possible changes on the Cubberley campus.
15. Transportation issues and access to and within Cubberley shall be considered in determining possible options including improved bicycle and pedestrian facilities.
16. All recommendations shall be mindful of the dynamic short-, mid-, and long-term forces impacting the PAUSD and City.

Attachment B

BOARD OF EDUCATION Attachment: Action 9

PALO ALTO UNIFIED SCHOOL DISTRICT Date: 05.08.12

TO: Board of Education

FROM: Kevin Skelly, Superintendent of Schools

SUBJECT: Cubberley Community Advisory Committee Composition and Cubberley Policy Advisory Committee Guiding Principles

STRATEGIC PLAN INITIATIVE

Governance and Communication

BACKGROUND

A process for discussing the Cubberley site began in November of 2011. The plan is to achieve consensus on a vision for the future of the Cubberley site one year prior to the City's current lease expiration in December 2014. The process involves forming three groups: a Technical Advisory Committee (TAC) made up of executive staff from PAUSD and the City; a Community Advisory Committee (CAC) to be appointed by the City Manager (with recommendations from the School Superintendent); and a Policy Advisory Committee (PAC) composed of three City Council members (Yeh, Shepherd and Klein) and two PAUSD members (Mitchell and Townsend).

Note: At the last meeting, conceptual site plans were presented and discussed. This part of the item from the last meeting has been removed.

COMMUNITY ADVISORY COMMITTEE (CAC)

The CAC is intended to represent a cross section of Cubberley, neighborhoods, schools and city-wide representatives. The members are appointed by the City Manager, with input by the Superintendent of Schools. They will provide the PAC with community input. A listing of the proposed membership as of May 3, 2012 is attached. The Board is asked to approve this list for consideration by City Council on May 14, 2012.

GUIDING PRINCIPLES

A draft set of Guiding Principles (GPs) for use by the PAC and CAC has been developed. The GPs are intended to reflect community values of transparency ensuring that the public is invited to meetings and offered opportunities to interact with both groups. In addition, the Guiding Principles set up very broad objectives to clarify that the process is intended to be collaboration between the City and the School district, emphasizing joint use of the facilities where possible. A discussion regarding these GPs took place at the PAC meeting on Friday, April 20, 2012 and the PAUSD Board meeting on April 24, 2012. Staff has provided an updated version of the Guiding Principles based on Board input and recommends approval. These Guiding Principles are scheduled for consideration by the City Council at its May 14, 2012 meeting.

PROCESS AND TIMELINE

The City's Cubberley lease expires in December 2014. At that time, the lease may be extended an additional 5 years upon mutual consent of the City and the District. The City's schedule assumes providing

the District notice of its intentions regarding renewal of the lease at the end of 2013 to provide the District with one year's notice prior to the lease expiration. The first meeting of the CAC was anticipated to be in early May and there will be approximately 12 months of meetings. As mentioned, the PAC had their first meeting on Friday, April 20.

As discussed above, the CAC and PAC are scheduled to meet over the course of 2012 concluding their recommendations in 2013. This timeline allows the Council to engage in lease negotiations with the School District two years prior to the expiration of the lease in 2014. The timeline anticipates a decision on the lease by the end of 2013, providing a one-year notice period if either party decides to not exercise the 5 year option to extend the lease.

RECOMMENDATION

The Guiding Principles and Citizen's Advisory Committee composition, as attached, are recommended for approval.

Cubberley Policy Advisory Committee
City Manager and PAUSD Superintendent Community Advisory Committee

Guiding Principles
Draft for Board of Education Agenda May 8, 2012

The Cubberley Policy Advisory Committee (PAC) consists of two Palo Alto Unified School District (PAUSD) Board members appointed by the School Board President and three City Council members appointed by the Mayor. The PAC shall be the primary advisor to the Council and the School Board on issues related to the lease and possible re-use or joint use of the Cubberley campus.

The Cubberley Community Advisory Committee (CAC) is jointly appointed by the City Manager and Superintendent, and shall represent a cross section of Cubberley, neighborhoods, schools and citywide representatives. The CAC shall review Cubberley background and history and provide the PAC with community input including but not limited to possible re-use scenarios, alternative lease arrangements, site plan configurations, possible funding plans, identification of joint use opportunities and compatible standards.

1. The City and PAUSD recognize that our citizens have substantial investments, both emotional and financial in the Cubberley Campus, and shall work to reach decisions for the benefit of our entire community.
2. The Committees shall maintain open and transparent processes at all times, and members of the public shall be invited to all meetings. The CAC shall complete a final report. PAC and CAC meetings shall be audio-recorded with minutes completed for the PAC, and notes completed for the CAC. (Costs of minutes shall be cost-shared by the City and PAUSD).
3. Documents, architectural drawings and other written communication provided to the Committees shall be made available to the general public as soon as possible.
4. The City and PAUSD recognize that Cubberley is a major cultural, educational, recreational and non-profit resource, very important to the community's health and vitality.
5. Acknowledging that each entity has different regulations and governing legislation, the City and PAUSD shall seek to work cooperatively to explore all practical joint-uses of the Cubberley campus for both educational and community services.
6. The City and PAUSD have ownership interests in portions of the campus: PAUSD owns 27 acres and the City owns 8 acres. The parties may consider relocation of

their ownership interests within the site to facilitate optimal site layout and efficiency.

7. The City Manager and PAUSD Superintendent shall jointly prepare a project budget for 2012/13, with costs shared equally between the City and PAUSD.
8. While the Policy Advisory Committee planning shall occur as cooperatively as possible, the City Council representatives and the PAUSD Board Members shall retain independent recommending authority should consensus not be reached.
9. Maintaining the quality of PAUSD schools is a significant community value, and planning for a growing population is essential to maintaining educational excellence and the overall health and well-being of our community.
10. Cubberley programs enrich the community and criteria shall be developed to prioritize and/or retain existing uses as well as assess prospective new uses.
11. The City and PAUSD recognize that joint-use could result in stronger educational and cultural programs provided more efficiently.
12. The City Council and PAUSD representatives on the Policy Advisory Committee shall report, not less often than every other month, to their respective bodies on Cubberley planning activities.
13. The City and PAUSD shall work to continue community access to Cubberley to the extent possible. Recreation facilities provided at the Cubberley campus produce important services benefitting the community at large.
14. The residential neighborhoods surrounding Cubberley shall be considered in determining the compatibility of possible changes on the Cubberley campus.
15. Transportation issues and access to and within Cubberley shall be considered in determining possible options including improved bicycle and pedestrian facilities.
16. All recommendations shall be mindful of the dynamic short-, mid-, and long-term forces impacting the PAUSD and City.

Cubberley Community Advisory Panel

Group	First Name	Last Name
Neighborhoods		
Fair Meadow	Tom	Vician
Walnut Grove	Tom	Crystal
Green Meadow	Lanie	Wheeler
Greendell	Michael	Bein
Charleston Gardens	Jean	Wilcox
Midtown	Sheri	Furman
PAN	Ken	Allen
Commercial Retail		
Charleston Plaza Tenant		
Village Properties	Damian	Cono
PTA's		
Fairmeadow Elementary	Claire	Kirner
JLS Middle School	John	Markevitch
Gunn High School	Tracy	Stevens
Palo Alto High School	Susan	Bailey
Cubberley Tenants		
Child Care	Rachel	Samoff
Artist	Lessa	Bouchard
Non Profit -Cardiac Therapy	Jerry	August
FOPAL	Jim	Schmidt
Community/Arts & Services	Susie	Thom
Park and Rec Commission		
PT&C	Greg	Tanaka
Other Community Members		
	Diane	Reklis
	Mandy	Lowell
	Brian	Carilli
Acterra	Michael	Closson
PABAC	William	Robinson
City School Traffic Safety	Penny	Ellson
Recreation and Sports League		
Soft Ball	Mike	Cobb

CUBBERLEY COMMUNITY ADVISORY COMMITTEE — PROBLEM STATEMENT

Community

Facilities

Schools

Finances

- Need to work in a willing partnership to determine the best use of Cubberley's 35 acres to serve the entire community.
- How should City's acres be used? A 5 year lease extension must include plans for short/medium term maintenance with a commitment to plan longer term.
- Which programs currently housed at Cubberley should be retained? Which should remain there and which will need alternate locations?

- There is a significant growing list of deferred maintenance needs.
- How can negotiation of new lease/covenant terms mitigate costs to PA and incorporate commitments to current and medium, term upkeep and future cooperation?
- What is the potential for joint City / School use and how can collaboration/cooperation between PA and PAUSD be fostered in the short term to secure adequate long term investment/planning?
- What is the impact of building standards required for school uses?

- Need to maintain the revenue stream from the Cubberley lease by continuing the lease for 5 years.
- Need to determine a site for a new middle school ...if one is not to be located at Cubberley, the lease could be continued for 10 years.

- Should the lease be renewed, and if yes on what terms?
- City and School finances have changed since original lease/covenant.
- Need to determine potential for shared maintenance costs.
- Need to determine potential for cost recovery from rentals. Should rental rates be increased?
- How can/should Foothill rental space be replaced?

Years 0 - 5

- The community values the services provided at Cubberley.
- The community recognizes that the PAUSD will likely not be ready to plan a school at this point, but this will not stop planning for traffic and parking and building at least some facilities to meet community needs.

- A significant infrastructure investment would be needed to extend the life of the buildings at Cubberley.
- Current facilities are an inefficient use of the site.
- Uncertainties associated with PAUSD future use create a barrier to planning for investment in new construction.
- To what degree can the site be used effectively to meet both community and school needs during this period?

- If the site is not needed for a middle school during this period, what lease arrangements between the City and the PAUSD would be mutually beneficial and acceptable?

- \$18M in capital improvements needed for the site. How could this be funded?
- Absent a better understanding of future PAUSD needs, will the City need to independently determine the future of its 8 acres — would this require giving up on innovative/cost saving ideas for joint use?
- How can the City determine a construction plan without clarification of the PAUSD long term needs?

Years 5 - 15

- How should City's 8 acres be used? The Cubberley site provides a unique opportunity for Palo Alto and PAUSD to work together to plan a creative co-location of community and school services for highest and best use of this last-of-its-kind property.
- Can the community — the City and PAUSD — work together and collaborate to make this happen?
- Ideally, could the Cubberley site provide a location for multi-generational, multi-cultural, multi-disciplinary program to serve the entire community?

- The City lacks sufficient alternative facilities / real estate to accommodate the services currently provided at Cubberley.
- This is the last sizable space in the City proper for redevelopment ... to maximize flexibility and for future use, multi-story facilities should be considered.
- A full high school would conflict with and displace key community uses, especially playing fields and the gyms.
- Traffic and transit support facilities would also be impacted and require careful planning.

- The PAUSD wants the flexibility of keeping the entire 35 acres unencumbered for future school use.
- The PAUSD is unwilling to give unrestricted rights to even portions of Cubberley beyond 2025 (or at most 2030) because of potential need for a full high school.
- School buildings must meet higher building code standards.
- PAUSD does not see a need to remove existing buildings.

- Will there still be community-serving uses on the site?
- How will the City / PAUSD fund needed new construction and / or remodeling — and on-going maintenance?
- To use all 35 acres, the PAUSD must purchase the City's 8 acres.
- General obligation bonds would generally need 30 year amortization — thus, community uses would have to be available for 30 years.

Years 15 - 30

Appendix H - Working Paper on Cubberley Site

Why This Document?

Throughout the life of the Commission, Cubberley has stood out as the “elephant in the room.” Until very recently, we have been ambivalent about whether to expend any time and energy on a very complex and politically charged issue, other than gathering infrastructure needs related to the site. We were also unsure whether the Council even wanted any advice from us on the matter.

However, recent events have changed that dynamic. On June 27, the Council indicated its intent to explore selling the City’s 8 acres at Cubberley to the Foothill-DeAnza Community College District, and later reversed that decision when the Palo Alto Unified School District (PAUSD) board formally indicated its intent to reuse the site for a school. At the Commission’s July 18 workshop with the City Council, several Council Members asked questions directly related to Cubberley.

Since the Council and the PAUSD are unlikely to come to any decisions on Cubberley prior to our final report, and since decisions related to Cubberley could have a significant impact on infrastructure plans and financing, a number of us felt it was too important to address in a limited manner. Mark Harris, Jim Olstad, and Ray Bacchetti agreed to put together an issue paper covering the key elements of the Cubberley situation as a means to facilitate a discussion by the Commission regarding Cubberley. Even if the Commission ultimately decides not to make any recommendations regarding Cubberley, at least 17 city residents will be well versed on the Cubberley situation and could individually provide input to the Council at the appropriate time as he or she desired.

Background and Context of the Cubberley Situation

Substantial budget pressures were being experienced by the PAUSD due to a variety of circumstances starting in the late 1970s and early 80s, including

- ♦ passage of Proposition 13 in 1978.
- ♦ declining PAUSD enrollment and revenue during the post–Baby Boom era.

In response to that stressed financial situation, the PAUSD closed several schools and sold some existing school sites in order to help sustain its educational programs at the level the community expected. This included the closure of Cubberley in 1979 and the City’s acquisition of Terman in 1981, among the sale and/or closure of other sites.

The City realized that the PAUSD was one of the City’s major assets and its decline would have severely negative impacts on the City as a whole, not the least of which would have been a decrease in general property values. The City and the PAUSD also recognized that sites once sold would never again be available for school use should the trends reverse in the future.

In 1987, the City put Measure B on the ballot with the intent to create a 5 percent utility users tax (UUT) that would be used primarily to fund lease payments by the City to the PAUSD for unused school sites (Cubberley being the premier site) of about \$4.0 million annually, with \$2.7 million applicable to Cubberley. In 1989, the City and PAUSD entered into what is known as the Lease and Covenant Not to Develop Agreement (Cubberley Lease), which covers a variety of complex clauses including lease arrangements at Cubberley and other sites.

At the time the original lease negotiations were taking place, the City was in a relatively good position in terms of financial capacity as compared to the PAUSD's circumstances. The Lease and Covenant Not to Develop arrangement had the benefit of providing a major injection of operating budget money to the school district, while providing corollary benefits to the City such as preserving open space and playing fields, providing childcare sites and protection from liability for new infrastructure requirements (how ironic!) had these sites then been sold and developed.

Flash forward nearly 25 years and the respective financial situations and site needs have changed dramatically.

Here are a few of the key developments that make the situation very different today:

- ◆ The PAUSD is now a Basic Aid District, which essentially means that local property tax revenue far exceeds the amount of revenue the State is required to provide the district in excess of “basic aid” – a very small amount per student. Although property tax revenue has been somewhat affected by the recent financial crisis, PAUSD has not seen the reductions that many other California school districts have encountered and is likely poised to see property tax increases in excess of inflation for the foreseeable future. Property taxes are budgeted to provide about 73 percent of the PAUSD's general fund revenue in 2011–12, or about \$114 million out of a \$159 million budget. The remainder is accounted for as follows:

Federal funds:	3 percent
Local income:	5 percent
Lease revenue:	6 percent
Parcel tax:	7 percent
State income:	6 percent
- ◆ The district has received approval from the voters for more than \$500 million (Measure B in 1995 and Measure A in 2008) and a \$600 parcel tax (Measure A in 2010) generating about \$11–12 million annually, or about 7 percent of its annual operating budget. In addition, parents provide gifts in excess of \$2 million annually through the foundation Palo Alto Partners in Education (PiE).

- ◆ Enrollment has recovered dramatically since its low in about 1990, to the point that the district is now reopening sites: most recently, Garland is slated to reopen in several years, and the Board recently expressed an intent to reuse the Cubberley site in the near future for a secondary school (which halted the Council's efforts to negotiate an offer to sell the City-owned 8 acres at Cubberley to Foothill-DeAnza College).

Thus, the current respective financial and enrollment conditions related to the Cubberley Lease are substantially different than they were 22 years ago when the City and the PAUSD entered into it. Financially, the City has been grappling annually with the issue of balancing the General Fund operating budget as well as meeting the ongoing capital assets/infrastructure needs of the community (pressures which were the impetus for the formation of our Commission).

The City's current option on the Cubberley Lease expires by its stated terms at the end of 2014, and the City must notify the PAUSD by December 31, 2013, if it intends to renew the lease for another five years.

Now is the time for the Commission to provide input regarding the lease agreement as it relates to infrastructure.

Key Elements of the Cubberley Lease as They Relate to Infrastructure and Infrastructure Financing

Cubberley Lease Payment. In the current 2011–12 operating budget, the City is obligated to pay \$4.60 million in lease payments for Cubberley (section 2.1 of the lease). Those payments are escalated each year at an agreed upon inflation factor currently estimated at 3 percent. This payment covers the 27 acres leased from the district, not the 8 acres the City now owns as a renegotiated consequence of the swap for the Terman site approved in 2002.

Childcare Sites. The Lease Agreement also includes City payments to the PAUSD for onsite childcare at 12 elementary school sites. In 2011–12, the City will pay \$0.675 million for the combined 12 sites including utilities costs. The City contracts with Palo Alto Community Childcare (PACC), a nonprofit provider independent from the City, to operate the 12 sites. PACC pays the City approximately \$100,000 in rental payments and utilities reimbursement. The childcare lease also runs concurrent with the lease term and will end if the lease is not extended by mutual consent of the City and the PAUSD in 2014. Without any information to the contrary, we assume that this arrangement will be renewed even if the current Lease Agreement is not. If this were not the case, the City would have an additional net slightly in excess of \$0.5 million dollars annually to use for other purposes.

Covenant Not to Develop. An additional \$1.78 million expense is budgeted for 2011–12 with a similar 3 percent inflation factor for succeeding years. In reading

the Cubberley Lease agreement, it is a section (2.2) that is separate from the Cubberley payments but clearly under the grand lease arrangement. The sites included in the original covenant are Ohlone, Jordan, Jane Lathrop Stanford, Garland, and Greendell. The Lease agreement allows for sites to reopen without reducing the covenant payment as long as new elementary schools are substituted, which has happened over the lease term as PAUSD reopened schools due to increased enrollment. Section 4.1 indicates that the purpose of the covenant is “to prevent further burden on the City’s infrastructure and in order to preserve a substantial amount of the City’s remaining open space.” If the lease is not renewed, the covenant payments expire as well.

This clause now appears to be obsolete given the district’s recently expressed intent to reopen existing sites. Further, there is no current plan for any sites to be sold for development, and the district has just recently purchased additional property at 525 San Antonio Road. Ironically, the \$1.78 million annual covenant payment (from the City to the PAUSD) directly or indirectly puts a burden on the City’s infrastructure budgeting because these funds are not available to support infrastructure needs including Cubberley maintenance.

These “reversed financial circumstances” clearly need to be addressed during the Cubberley Lease option considerations/negotiations process.

Key Elements Regarding Cubberley Not Embedded in the Lease

City Ownership of 8 Acres. Through a separate but related agreement, in 2002 the City obtained title ownership of 8 acres of the Cubberley site in a swap exchange for the Terman site, which the City had previously acquired through a lease/purchase arrangement it created in 1981. These 8 acres were the focus of recent Council actions related to Foothill-DeAnza’s offer to purchase the site.

Although the City has the right to develop the 8 acres, as it deems appropriate, until September 1, 2022, the school district has the right-of-first-refusal on the sale by the City of these 8 acres to another party. After that the City has an unencumbered right to sell the 8 acres, if it decides to do so. Of course, the City and the district can renegotiate a sale back to the district at any time.

Given recent actions by both governing bodies, it is unclear as to what the next-or-ultimate disposition of the property will be. The City could retain it and develop it for its own purposes, or sell it at market value estimated at between \$15 and \$28 million. The recent purchase of the 2.6 acres at 525 San Antonio by the school district for \$8.5 million would indicate a current market value of approximately \$26 million.

Revenues and Expenses at Cubberley Outside the Lease Obligations. Current revenue at Cubberley is \$2.54 million annually composed of the following elements:

Foothill-DeAnza lease	\$0.93 million
Property rental (artists, nonprofits, etc)	0.52
Hourly rental (events, use of theater, etc.)	1.02
City office rental	0.07

Annual expenses total \$2.21 million including routine annual maintenance costs of about \$330,000. Thus, the Cubberley complex is showing a net positive cash flow of about \$300,000 (excluding the lease-and-covenant payments expense).

Tenants at Cubberley are being heavily subsidized in their rental payments. When considering the annual lease payments, the City is paying the school district approximately \$4 per square foot for the building space it leases. However, it is generating less than \$1 per square foot in rental income.

Planned CIP and Deferred Maintenance. As discovered through our Commission’s infrastructure investigations, this maintenance liability – not included in the above figures – cumulatively totals about \$18.8 million through 2036, with \$10.2 million scheduled between now and 2016. Public works indicates that optimal maintenance expenditures should be about \$800,000 versus the \$330,000 currently expended. This projected aggregate maintenance liability has several implications.

First, the revenue and expense statement as typically presented to the Council – most recently in the slide presentation at the June 27, 2011, meeting – is incomplete in that it does not include these ongoing maintenance expenses. These real maintenance costs should be acknowledged and represented in future reports. Secondly, the City should neither continue nor consider expending this level of maintenance money into the facility until the long-term use or disposition of Cubberley is resolved. The City should spend only what is needed to keep the facilities operational and safe.

Conclusions

The conditions that created the original need for the Cubberley Lease agreement have changed dramatically and are no longer in play today. With our City struggling to meet the financial requirements of the General Fund, let alone catching-up and keeping-up with the maintenance of the City’s overall infrastructure demands, now is the appropriate time for the school district to re-establish its management and financial responsibilities of and for the Cubberley site.

The Cubberley Lease agreement, with its associated amendments, has accomplished what it set out to achieve more than 20 years ago. It has preserved valuable public space and kept it maintained and available for public use and

enjoyment. In addition, it has provided the PAUSD with more than \$125 million in operating cash to date, and will provide approximately \$150 million in total cash infusion by the end of the current lease arrangement in 2014, if it is not terminated or amended prior to this date. Finally, it has preserved these sites for the district for its future use as and when necessary (which is apparently the case now).

As we indicated earlier, the PAUSD's financial situation has improved dramatically over the past 20 years: with the passage of major bond issues for reconstruction and improvements to school facilities, generous community support through contributions to Palo Alto PiE, passage of a sizable parcel tax, and the attainment/surpassing of Basic Aid status. The district is in a strong financial position to finance its operations without all of the subsidies provided by the City through the Cubberley Lease Agreement.

The residents and businesses, through the City government, have contributed significantly to the restoration and financial strength of the district. With strong reserve balances and more than three years of payments left on the current lease option, the district should have sufficient time and financial resources to plan for a smooth transition to clear ownership.

Recommendations

The City should, at a minimum, decline to renew the Cubberley and non-development portions of the Lease and Covenant Not to Develop agreement in order to free \$6.1 million (net of rental revenue) annually (in current dollars) and avoid a substantial portion of the upkeep expenditures of \$18.8 million (in current dollars) through 2036. Indeed, it would be mutually beneficial for the City and the school district to begin discussions now on any potential new lease agreements related to childcare facilities or other noneducational uses, the transition of the 27 acres back to school district management, and clarification on the final disposition of the City's 8 acres.

The \$6.1 million operating expense savings represents potential annual cash availability to the City that could be reassigned to several infrastructure problem-solving applications. *Example 1:* If these funds were committed to a new issue of certificates of participation, it could finance a 30-year, \$100 million debt obligation, sufficient to finance a new Public Safety Building and replace two fire houses. *Example 2:* If the funds were used to rebuild an Infrastructure Reserve, it could enable forward funding of new or renovated City assets, accommodating unexpected infrastructure costs without disturbing the ability of the City to keep up routine infrastructure maintenance needs, enable the raising of existing infrastructure quality (e.g., condition of streets, parks, and sidewalks), or any number of other real property redevelopment initiatives (including repurposing other existing infrastructure assets).

Regarding the 8 acres of Cubberley that the City owns, it is important to evaluate the best use of the parcel in relation to the future needs of the community. Historically,

there has been a secondary school campus on these 8 acres and the adjoining 27 acres owned by the school district. This may not be the same use going forward. Indeed, the school district should have considerable flexibility in the design of a middle school and/or high school campus on its 27 acres, together with the school district's adjacent property at the former Greendell school site and the property recently purchased at 525 San Antonio.

Therefore, we encourage the City to evaluate potential alternatives for the highest and best use of its 8 acres on Middlefield Road, including the possibility of developing a variety of "community center" resources that could provide services to residents. In the event this process does not result in an approved plan for new City infrastructure on its 8 acres, then it may be preferable for the City to pursue sale of the land, either to the school district or to another purchaser. The City is presently bound by the school district's right-of-first-refusal until September 1, 2022. In any event, the City should request a clear indication from the school district concerning its interest in the 8 acres.

Until the final disposition of the Cubberley site is determined, the City should spend only the minimum amount of funds necessary to keep the site safe and operational for the tenants occupying it. Major expenditures in facilities upgrades will be wasted if a major portion of the site is later razed to construct a new educational facility at Cubberley.

Respectfully submitted,

Mark Harris
Ray Bacchetti
Jim Olstad

November 30, 2011

References

1. Lease and Covenant Not to Develop Between the City of Palo Alto and Palo Alto Unified School District dated September 1, 1989
2. Amendment #1 to the Lease and Covenant Not to Develop dated July 21, 1999
3. Amendment #2 to the Lease and Covenant Not to Develop dated August 13, 2002
4. Background on the Utility Users Tax prepared by Lanie Wheeler dated May 2010
5. City Manager's Report #1866 (Direction on the Submission of Letter of Interest to Foothill College Regarding new Educational Center at Cubberley Community Center) and associated Power Point Presentation prepared by Deputy City Manager Steve Emslie for the Council Meeting of June 27, 2011
6. Various conversations and e-mail correspondence with City senior staff members Steve Emslie, Lalo Perez, Phil Bobel, and Joe Saccio regarding the Lease and Covenant Not to Develop from July through October 2011
7. Accuracy of the working paper information verified by City senior staff members Steve Emslie, Lalo Perez, and Phil Bobel



**School
Needs
Subcommittee
Documents**

PROBLEM STATEMENT

11/6/2012

School Needs Subcommittee

1. PAUSD desires a 5 year lease - 2015-2019
2. If an alternative non-Cubberley middle school location is found, the Subcommittee believes PAUSD could accept a 10 year lease extending to 2025.
3. PAUSD is unable to give unrestricted rights to all or even portions of Cubberley beyond 2025 (2030 at most) because of the potential need for a new high school
4. PAUSD highly values the flexibility of keeping the entire 35 acres unencumbered for ultimate academic use. The Subcommittee believes the district would object to the city constructing facilities on the 8 acres it nominally owns that could not be used for future academic purposes.

Demographics

Palo Alto demographic projections over the coming 30 year (2015-2045) are highly uncertain. Major demographic influences include: California economy; Silicon Valley expansion/recession; ABAG housing requirements and City's response; PAUSD reputation attracting new students. Because these influences cannot be reliably projected beyond even 3-5 years, only the most general projections can be used beyond that. PAUSD's policy is to use a 2% long-term growth rate. Regardless whether that rate is most appropriate, the Subcommittee believes it is not realistic to expect PAUSD to use any other rate for its decision making.

High School

A 2% long term growth rate, along with existing policy for maximum high school size, implies a new high school likely will be needed between 2030 and 2040. Also under existing policies, a comprehensive high school likely would require the full 35 acres of Cubberley. Gunn and Paly have 50 and 44 acres respectively. While a high school designed in 2035 is unlikely to be identical to existing PAUSD high schools, it is not possible today to confirm that space needs would be significantly less nor to begin designing that future high school.

Middle School

In the shorter run, PAUSD anticipates needing to begin work on a new middle school as early as 2020. PAUSD is looking for a location other than Cubberley for a new middle school but unless and until one is found, the district must preserve the flexibility to use Cubberley. Jordan and JLS middle schools have 19 and 26 acres respectively. The location of the new middle school is expected to be confirmed by the end of the 2012-13 school year.

Elementary School

PAUSD is planning for a 13th elementary school by 2017. Current options being considered are Garland and Greendell/525 San Antonio with no expected impact of the 38 acre Cubberley site. Plans will be firmed up during the 2012-13 school year.

Future Cubberley building density

Some new PAUSD facilities are 2 story structures. However, if and when PAUSD takes over the current Cubberley site, there is expected to be a strong economic incentive to retain much of the existing single story structures and layout rather than scraping the site and designing a new layout from scratch.

Joint use community facilities

PAUSD's 2008 Measure A funds an extensive list of district facility needs. As of September, 2012, the district has committed 52% of the bond's \$358M. Overall, Measure A funds the district's construction needs through approximately 2020. PAUSD would entertain Cubberley joint use concepts from the city but does not have "needs" that it would currently place on the table.

Facilities Maintenance

PAUSD administration believes the existing Cubberley structures are generally suitable for PAUSD use in their current form and desires them not to significantly deteriorate prior to the site being turned over to the district in the future. The Subcommittee believes the substantial uncertainty in turnover date (2030-2040?) and uncertainty in whether/how the facilities would actually be reused will make it difficult for the district to justify jointly funding maintenance.

Palo Alto Unified School District Property

Site	Street Address	City, State, Zip	Acres	Grade Level	2011-2012 Enrollment	Students per Acre
Addison Elem School	650 Addison Avenue	Palo Alto, CA 94301	4.6	K-5	472	103
Barron Park Elem School	800 Barron Avenue	Palo Alto, CA 94306	7.0	K-5	336	48
Briones Elem School	4100 Orme Street	Palo Alto, CA 94306	6.5	K-5	415	64
Duveneck Elem School	705 Alester Avenue	Palo Alto, CA 94303	6.5	K-5	501	77
El Carmelo Elem School	3024 Bryant Street	Palo Alto, CA 94306	4.0	K-5	414	104
Escondido Elem School	890 Escondido Road	Stanford, CA 94305	7.9	K-5	574	73
Fairmeadow Elem School	500 E. Meadow Drive	Palo Alto, CA 94306	4.9	K-5	504	103
Walter Hays Elem School	1525 Middlefield Road	Palo Alto, CA 94301	7.2	K-5	536	74
Hoover Elem School	445 E. Charleston Road	Palo Alto, CA 94306	5.6	K-5	416	74
Nixon Elem School	1711 Stanford Avenue	Stanford, CA 94305	10.7	K-5	481	45
Ohlone Elem School	950 Amarillo Avenue	Palo Alto, CA 94303	7.2	K-5	583	81
Palo Verde Elem School	3450 Louis Road	Palo Alto, CA 94303	5.0	K-5	417	83
Greendell Site	4120 Middlefield Road	Palo Alto, CA 94303	5.0	K, Adult, Other		
Subtotal			82.1		5649	
Average			7		471	73
Jordan Middle School	750 N. California Avenue	Palo Alto, CA 94303	19.0	6-8	1,015	53
JLS Middle School	480 E. Meadow Drive	Palo Alto, CA 94306	26.2	6-8	1,001	38
Terman Middle School	655 Arastradero Road	Palo Alto, CA 94306	6.6	6-8	663	100
Subtotal			51.8		2679	52
Gunn High School	780 Arastradero Road	Palo Alto, CA 94306	49.7	9-12	1,864	38
Palo Alto High School	50 Embarcadero Road	Palo Alto, CA 94301	44.2	9-12	1,885	43
Subtotal			93.9		3749	40
Fremont Hills Site	26800 Fremont Road	Los Altos Hills, 94022	7.0	Leased to Pinewood School @ \$105,231/month, expiration 6/30/2033, option 6/30/2023		
Garland Site	870 N. California Avenue	Palo Alto, CA 94303	5.0	Leased at \$59,563/month, expiration 6/30/2014		
525 San Antonio	525 San Antonio Road	Palo Alto, CA 94306	2.6	Leased to Athena Academy @ \$10,000/month expiration 6/30/2014		
Cubberley Site	Middlefield Road	Palo Alto, CA 94303	28.0	Payment for lease/covenant/child care is \$581,533/month		
Ventura Site Right to Purchase (previously conveyed to CPA)	3990 Ventura Court	Palo Alto, CA 94306	4.6	Right to repurchase 2.4 acres @ current market value 2.2 acres @ 75% of current market value		
Total			275.0			

**Community
Needs
Subcommittee
Documents**

What's Special About the Cubberley Community Center?

Cubberley provides an irreplaceable public, comprehensive community facility that reflects our community values.

1. Cubberley is our last large (35 acres), undeveloped (non-parkland), publicly owned space.
2. Palo Alto has wisely chosen to disperse our public buildings to make offerings walkable, bikeable, and transit-oriented, a City of Palo Alto Land Use & Community Services policy as laid out in the Comprehensive Plan. Cubberley in the south and Lucie Stern in the north offer many classes and programs meeting this goal; youth and teen programs at Ventura and Mitchell Park add even more balance for many non-drivers. (Note that the new Mitchell Park community center simply replaces its original community spaces).
3. The Cubberley site provides a unique opportunity for PAUSD and the City to plan a creative co-location of community services and school(s) that could work together to make this valuable public property a treasured part of our community for all ages.
4. It is essential to appreciate what is provided now at Cubberley in order to judge what can best be offered going forward. Staff has recently surveyed current tenants, and the Community Needs Subcommittee has interviewed many of the following significant Cubberley groups.
 - **The Arts:** 22 Artists in Residence currently have studios. Co-location yields benefits to community and to artists; this model is being copied in locations around the world. Three Resident Dance Programs have studios plus several small companies share spaces, providing a complementary community and a variety of classes for all ages and abilities. Music groups include Palo Alto Chamber Orchestra, Peninsula Women's Chorus, Peninsula Piano School, Palo Alto Philharmonic, and El Camino Youth Symphony. Theater programs and camps round out the Cubberley arts programs.
 - **Sports & Recreation:** Outdoor Sports – Four softball fields and four soccer fields allow spring, summer, and fall youth leagues to practice and play Monday - Saturday. Adults use the fields heavily on Sundays. Tennis courts are used heavily at all hours. The football field and track are used regularly for soccer, football and jogging. Indoor Sports and Fitness – Foothill and the City offer a wide array of sports and fitness classes for all ages and abilities. Foothill is not building a new gymnasium at its new location and would like to maintain a presence at Cubberley after moving to its new site.
 - **Senior Programs:** Avenidas is interested in increasing opportunities for seniors and combining Senior Wellness programs with the existing Stroke and Cardiovascular programs as well as Senior Friendship Day and other senior social activities.
 - **Education:** Preschools and after-school care – Such care provides for early learning and enables parents to work, confident that their children are thriving. Private schools, tutoring and continuing education -- Foothill College, the City, and the School District all offer classes, many of which are adult education classes.
 - **Community Organizations:** Friends of Palo Alto Library, Wildlife Rescue, spiritual groups and others. Rooms can be rented for meetings, retreats, and special occasions.

CUBBERLEY FACILITIES AVAILABLE FOR RENT

<http://www.cityofpal Alto.org/civicax/filebank/documents/30337>

Space	Size	Capac.	Regular Weekly		Infrequent	
			Non-Profit	Basic	Non-Profit	Basic
Auditorium with Kitchen			NA	NA	NA	NA
G-6 Dance Studio	1600	30	32	37	40	47
G-4 Gym Activity Room	1645	50	24	29	29	35
Gym A	5500	345	49	75	61	92
Gym B	7200	450	55	82	72	110
Pavilion – Double Gym	11,700	1600	84	107	110	134
A-2 Meeting Room	700	36	23	29	28	35
A-3 Meeting Room	700	36	23	29	28	359
A-6 Meeting Room	700	36	23	29	28	35
A-7 Meeting Room	700	36	23	29	28	35
FH Classroom	754	36	23	29	28	35
D-1	400	18	23	29	28	35
H-1 Lecture Room	1900	125	38	48	47	60
H-6 Activity Room	1400	100	29	35	38	45
L-6 Dance Studio	1650	35	32	37	40	47

Space	Size	Capac.	Non-Profit	Basic
Theatre	1000	317	varies	varies
M-2 Music Rehearsal Room	1400	100	21	25
M-3 Dressing Room	700	40	18	22
M-4 Activity Room	1900	125	21	25

LUCIE STERN COMMUNITY CENTER

Space	Resident	Non-resident
Stern Ballroom 70 x 40 feet 300 for assemblies / 200 for dining	152	228
Community Room 45 xy 25 feet 125 for assemblies / 75 for dining	110	165
Fireside Room 25 x 26 feet 50 for assemblies / 35 for dining	88	132
Outdoor Patio 70 x 90 feet 250 / for assemblies / 150 for dining	90	35
Kitchen	32	48

NEW MITCHELL PARK LIBRARY & COMMUNITY CENTER

Community Center Portion

Space	Resident	Non-resident
Tech Lab	104	156
Matadero Room (Office Classroom)	82	123
Oak Room (CBO Classroom)		
Adobe Room (Art/ECR Classroom)	82	123
El Palo Alto Room (Multipurpose room)	208	312
"The Drop" (Teen Center/Game Room)		

Library Portion

Midtown Room (Program room)
Ventura Room (Computer room)
Barron Park Room (Group study room)
Palo Verde Room (Group study room)
Fairmeadow Room (Group study room)
Greenmeadow Room (Group study room)
"Teen Zone"

VENTURA COMMUNITY CENTER

Multi-purpose event room, with kitchen, suitable for rental

ART CENTER

<u>Space</u>	<u>Resident</u>	<u>Non-resident</u>
Auditorium	119	179
Courtyard	77	116
Green Room	.50	75
Kitchen	.34	51
Meeting Room	.77	116
Sculpture Garden	102	153
Lobby	77	116

Cubberley Master Plan 1991 <http://www.cityofpaloalto.org/civicax/filebank/documents/30937>

Palo Alto Community Centers

Cubberley Community Center

4000 Middlefield Road, Palo Alto. Operated by the City of Palo Alto since 1990, the center includes space for community meetings, seminars, social events, dances, theater performances, music rehearsals and athletic events. Outdoor space includes tennis courts, soccer, softball and football fields.

E-mail: cubberley@cityofpaloalto.org.

Hours: Mon-Thu 8:30 a.m.-6:30 p.m.; Fri 8:30 a.m.-5 p.m.

Lucie Stern Community Center

1305 Middlefield Road, Palo Alto. Designed by Birge Clark and built in 1934, this Spanish Mediterranean-style complex is home to the City of Palo Alto's Recreation Department and two theaters. Rooms are available for rent for meetings, weddings, receptions and parties.

Hours: Mon-Fri 8:30 a.m.-5 p.m.

Mitchell Park Community Center

3800 Middlefield Road, Palo Alto. Closed for construction through 2012.

Ventura Community Center

3990 Ventura Court, Palo Alto. Home to Palo Alto Community Child Care, as well as Sojourner Truth Infant-Toddler Program and the Palo Alto Family YMCA's Ventura Activity Center (during school year) and Heffalump and Country Day School.

Hours: Mon-Fri 8 a.m.-5 p.m.

[Oshman Family JCC - Taube Koret Campus for Jewish Life](#)

3921 Fabian Way, Palo Alto. The OFJCC is a multi-use facility with programs and services for all ages and for singles and families. Fitness center, double-court gymnasium, indoor and outdoor pools, preschool, meeting rooms and a Cultural Arts Hall.

Chinese Community Center of the Peninsula

470 Anton Court, Palo Alto. Activities located at Cubberley Community Center, 4000 Middlefield Road. A service-oriented, nonprofit center that provides senior community-service work, family-oriented services, and information and referral services since 1968. English and Cantonese.

Co-sponsors activities with City of Palo Alto Recreation Department.

E-mail: info@chinesecommunitycenter.com

Source:

http://www.paloaltoonline.com/cgi/pao_search_fab.cgi?Section=resources&Category=community%20centers

Palo Alto Online Database last updated: Monday, August 20, 2012.

Additional Music & Art Resources

Art For Well Beings

2800 West Bayshore PA www.artforwellbeings.org

Art for Well Beings (AFWB) offers art classes especially welcoming people with special needs. AFWB is open to the public. Drop-in or sessions are available. All materials provided. Please call to register or visit website for more information.

Art with Emily

402 El Verano Ave. PA www.artwithemily.com

Emily Young teaches mixed-media, multi-cultural art lessons for children at her fully equipped studio in Palo Alto. Individual lessons or small group classes available.

Art Works Studio

595 Lincoln Ave. PA www.artworkspaloalto.com

Art Works Studio offers a variety of fine-art classes for kids, as well as summer camps.

Children's Music Workshops

P.O. Box 60756, PA www.Alisonsmusiclessons.com

Kids music classes and private lessons for guitar, piano and voice. Locations in Palo Alto and Mountain View. Music for special-needs children too.

International School of the Peninsula (ISTP)

151 Laura Lane, PA www.istp.org

Join ISTP for after-school programs for preschool, elementary and middle-school students. Classes include French cooking, Asian cooking, chess, science, robotics, Chinese dance, art and craft, gymnastics, soccer and multi-sports. For a complete list of classes, visit the Website.

Midpeninsula Community Media Center

900 San Antonio, PA www.communitymediacenter.net

The Media Center offers classes every month in a wide range of media arts, including publishing media on the Web, pod casting, digital editing, field production, TV studio production, Photoshop for photographers, citizen journalism, and autobiographical digital stories. One-on-one tutoring is also available.

Music with Toby

www.tobybranz.com

Toby Branz offers private voice and violin lessons in Palo Alto. She received her master's degree from the San Francisco Conservatory of Music in 2010 and a postgraduate diploma in 2011.

New Mozart School of Music

305 N. California Ave., PA info@newmozartschool.com

New Mozart provides private lessons on all instruments for all ages and early-childhood music classes for children 2-7 years of age.

Opus1 Music Studio

2800 W Bayshore Road, PA www.musicopus1.com

Opus1 Music Studio is offering private and group music lessons for all kinds of instruments to aged 2 and up. Beginners to advanced level.

Pacific Art League

688 Ramona St., PA www.pacificartleague.org

Art classes and workshops by qualified, experienced instructors for students from beginners to advanced and even non-artists. Classes in collage, oil painting, portraits and sketching, life drawing, acrylic or watercolor and brush painting. Sculpture. Registration is ongoing.

Palo Alto Art Center

1313 Newell Road, PA www.cityofpaloalto.org/enjoy

Classes and workshops for children and adults in ceramics, painting, drawing, jewelry, book arts, printmaking, collage and more. Register online or stop by the Art Center for a class brochure.

Cubberley Community Center

Rental Room Users

Tenants	Room
Acme Education Center	L1
Artists Studios (23)	E,F,U
California Law Revision	D2
Cardiac Therapy	G8
Children's Pre-School Center	T1
Dance Connection	L5
Dance Visions	L3
Foothill College Administration	I
Friends of the PA Library -	FOPAL
Good Neighbor Montessori	K3
Hua Kuang Chinese Reading	H4
Mitchell Park Library (Temp)	Aud
Office of Emergency Services	D4
Wildlife Rescue	V
Zohar School of Dance	L4

Exercise/Sports	Room
AYSO Soccer	A2
Bay Area 3 on 3 Basketball	PAV
Basketball/Volleyball Camps	Gyms
Keys School	Gym
Palo Alto Table Tennis Club	Gym
Senior Table Tennis	
Palo Alto Tennis Club	Courts
SVK Self Defense	G4
Taijiquan Tutelage	M4
Traditional Wushu Association	Aud
YMCA Basketball League	Gyms
Special Olympics	Gyms
National Junior Basketball	Gyms
Palo Alto Midnight	Gyms
Performance Science Training Institute	G4
Palo Alto Elite Volleyball Club	Gyms

Dance	Room
Academy of Danse Libre	G6
Belly Rumba with Sol	G6
Congolese Dance with Regine	G6
Friday Night Ballroom Dancers	Pav
Red Thistle Dancers	G6
Saturday Night Ballroom Dancers-	Pav
Zumba	G4
Shiva Murugan Temple	Theatre
Shri Krupa Dance Company	Theatre

Educational	Room
Bay Area Arabic School	B2
Dutch School	A3
Grossman Academy	A2
Kumon Math and Reading	A7
Museo Italo Americano	A3,6
PAUSD Adult School	A2
PAUSD Post Graduate program	A2
PA Art Center	H6

Music	Room
El Camino Youth Symphony	M4
Foothill Jazz	M2
Palo Alto Chamber Orchestra	M1/Theatre
Palo Alto Philharmonic	H1/Theatre
Peninsula Women's Chorus	M2
Peninsula Piano School	M7
Foothill Symphonic Wings	Theatre
Heritage Music Festival	Theatre

Other	Room
BA Amphibian/Reptile Society	H6
Bay Area TheaterSports	H1, H6
Christ Temple Church	H1
Liga Hispanoamericana de Futbol	A2
National Traffic Safety Institute	B3
Palo Alto Mediation	Any
Senior Friendship Day	M4
Vineyard Christian Fellowship	Theatre, A & M rooms
Commonwealth Club	Theatre

WHO PROVIDES WHAT SERVICES IN PALO ALTO

DRAFT 10-03-12

ACTIVITY	ART CENTER	CUBBERLEY	LUCIE STERN	VENTURA	AVENIDAS	PAUSD ADULT ED	MITCHELL PARK	JCC	YMCA	OTHER/ PRIVATE
Facilities for Rent										
Large Meeting Rooms	X	X	X				X			
Small Meeting Rooms		X	X				X			
Kitchen			X				X			
Theater		X	X							
Community Child Care										
Infant/Toddler Care		X		X						X
Preschool Activities		X		X		Greendell		X	X	
After School Programs						Greendell		X		PAUSD
Kid Activities	X								X	
Teen Activities				X				X		
Senior Programs					X	Green.+Cubb		X		
Dance										
Dance		X	X		X	Paly		X	X	X
Music Lessons										
Music Lessons		X	X			Paly+Gunn				X
Photography										
Photography	X					Paly				
Cooking										
Cooking						Paly		X		Sur la Table
Painting/Drawing										
Painting/Drawing	X				X	X				X
Ceramics/Crafts										
Ceramics/Crafts	X					Paly+Green.				
Jewelry Making										
Jewelry Making	X	X								
Theater Programs										
Theater Programs		X	X							
Computer Skills/Lab										
Computer Skills/Lab				X	Via Adult Ed	Paly+Avenida	X			
Language Classes										
Language Classes					X	Paly				
ESL										
ESL						Paly+Green.				
Health Services										
Health Services		X			X					
Physical Therapy										
Physical Therapy		X			X			X		Foothill
CPR / First Aid										
CPR / First Aid								X		Red Cross

ACTIVITY	ART CENTER	CUBBERLEY	LUCIE STERN	VENTURA	AVENIDAS	PAUSD ADULT ED	MITCHELL PARK	JCC	YMCA	OTHER/ PRIVATE
Tennis		X					X			
Soccer		X							X	
Softball		X								
Football										
Basketball		X						X	X	
Volleyball								X	X	
Swimming			**					X	X	Paly+Gunn
Weight Training									X	X
Fitness/Exercise Classes		X	X		X	Paly		X	X	X
Table Tennis								X	X	
Martial Arts								X	X	X
Yoga/Meditation		X	X		X	Barr Prk Elem		X	X	X

** Rinconada Pool

YMCA: Palo Alto Family YMCA, 3412 Ross; Page Mill YMCA, 755 Page Mill

<http://www.ymcasy.org/>

Oshman Family JCC - Taube Koret Campus for Jewish Life, 3921 Fabian Way

www.paloaltojcc.org/

Licensed Child Care Centers & Family Homes in Palo Alto – 2011

<http://www.cityofpaloalto.org/civicax/filebank/documents/29343/>

Private Music & Art Classes

Art For Well Beings

2800 West Bayshore Road, Palo Alto
artforwellbeings.org

Offers art classes especially welcoming people with special needs. AFWB is open to the public.

Art with Emily

402 El Verano Ave., Palo Alto
www.artwithemily.com

Mixed-media, multi-cultural art lessons for children. Individual lessons or small group classes available.

Art Works Studio

595 Lincoln Ave., Palo Alto
www.artworkspaloalto.com

Offers a variety of fine-art classes for kids, as well as summer camps.

Children's Music Workshops

P.O. Box 60756, Palo Alto
www.Alisonsmusiclessons.com

Kids music classes and private lessons for guitar, piano and voice. Music for special-needs children too.

Community School of Music and Arts at Finn Center

230 San Antonio Circle, Mountain View
www.arts4all.org

Classes year-round in music, visual and digital arts for ages 14 months to adult. Vacation and summer camps, one- and two-day arts workshops offered throughout the year. Private lessons also offered.

International School of the Peninsula (ISTP)

151 Laura Lane, Palo Alto
www.istp.org

After-school programs for preschool, elementary and middle-school students. Classes include French cooking, Asian cooking, chess, science, robotics, Chinese dance, art and craft, gymnastics, soccer and multi-sports.

Kindermusik with Wendy

Mountain View
www.kindermusik.com

Group music classes for children ages birth to 7 and their caregivers. All classes include singing, instrument play, movement, musical games, and home materials, and aim to develop the whole child through music

Lingling Yang Violin Studio

Palo Alto
linglingviolin.blogspot.com

Private violin instructions to children 7 and up and adults for all levels.

Manzana Music School

Barron Park Neighborhood, private home, Palo Alto
www.manzanamusicsschool.com/

Private and group lessons for children and adults on guitar, violin, banjo, mandolin, fiddle, vocal, arranging, and music theory.

Midpeninsula Community Media Center

900 San Antonio Road, Palo Alto
www.communitymediacenter.net

Classes every month in a wide range of media arts, including publishing media on the Web, pod casting, digital editing, field production, TV studio production, Photoshop for photographers, citizen journalism, and autobiographical digital stories.

Mountain View-Los Altos Adult School

333 Moffett Blvd., Mountain View

www.mvlaae.net

Offering: Beading, ceramics, chorus, digital photography, drawing, guitar, ikebana, orchestra and painting.

Music with Toby

www.tobybranz.com

Private voice and violin lessons in Palo Alto.

Music Within Us

2483 Old Middlefield Way, Suite 150, Mountain View

www.themusicwithinus.com

Classes, workshops, and individual sessions using techniques drawn from the fields of life coaching, mindfulness-based meditation, yoga, deliberate practice, group facilitation, sound healing and music improvisation.

New Mozart School of Music

305 N. California Ave., Palo Alto

www.newmozartschool.com/

Private lessons on all instruments for all ages and early-childhood music classes for children 2-7 years of age.

Opus1 Music Studio

2800 W Bayshore Road, Palo Alto

www.musicopus1.com

Private and group music lessons for all kinds of instruments to aged 2 and up. Beginners to advanced level.

Pacific Art League

688 Ramona St., Palo Alto

www.pacificartleague.org

Classes in collage, oil painting, portraits and sketching, life drawing, acrylic or watercolor & brush painting, sculpture.

Private Dance Classes

Bayer Ballet Academy

2028 Old Middlefield Way, Mountain View
www.bayerballetacademy.com
Classical Russian ballet.

Beaudoin's School of Dance

464 Colorado Ave., Palo Alto
www.Beaudoins-Studio.com
Tap, ballet, ballroom and jazz dance classes available for children and adults. Special classes for boys, seniors.

Brazilian Dance

Lucie Stern Community Center Ballroom, Palo Alto
www.cityofpaloalto.org/enjoy
Brazilian dance for ages 16-99

Center for Movement Education

www.movement-education.org
CMER offers both introductory one-day workshops to explore what dance/movement therapy is about, as well as a selection of comprehensive Alternate Route Training Courses for professional development in becoming a dance/movement therapist.

Dance Connection

4000 Middlefield Road, L-5, Palo Alto (Cubberley)
www.danceconnectionpaloalto.com

Graded classes for preschool to adult with a variety of programs to meet every dancer's needs. Ballet, jazz, tap, hip hop, boys program, lyrical, Pilates and combination classes are available for beginning to advanced levels.

DanceVisions

4000 Middlefield Road, L-3, Palo Alto (Cubberley)
www.dancevisions.org

Nonprofit community dance center, offers classes from age 3 to adult. Classes range from modern to hip hop, lyrical, Pilates, jazz, ballet, and contact improvisation, as well as providing a performance showcase.

Uforia Studios

819 Ramona St., Palo Alto
www.uforiastudios.com
Specializes in dance (Zumba, Hip Hop, Bollywood, Hula Hooping).

Zohar Dance Company

4000 Middlefield Road, L-4, Palo Alto (Cubberley)
www.zohardance.org
Offers classes to adults in jazz, ballet and modern dance.

Neighboring Community Centers

Sunnyvale Community Centers

<http://sunnyvale.ca.gov/Departments/CommunityServices/CommunityCenters.aspx>

Community Center, located at 550 East Remington Drive

The Sunnyvale Community Center is a unique recreation complex which includes a Creative Arts Center, Performing Arts Center, Indoor Sports Center, general Recreation Center and an Arboretum Complex

Use of the Sunnyvale Community Center is for City-sponsored community recreation activities in which anyone may participate. However, there are also accommodations to fit almost every need by private groups from small meeting rooms that can be used by as few as 15 people, to state-of-the-art, Internet-ready conference rooms that can seat 300 guests or clients. A large meeting could be held in the 200-seat theatre, a team building session in the Indoor Sports Center or a wedding reception in one of the fully equipped banquet facilities.

The Sunnyvale Community Center boasts a 200-seat theater, which has a fully rigged and lighted stage that can accommodate plays, recitals and concerts. The theatre hosts two resident theatre companies: California Theatre Center (adult professional theatre company), and Sunnyvale Community Players (volunteer community theater organization).

Programs and Activities

Senior Center

The Community Center campus also includes the brand-new Sunnyvale Senior Center, which hosts educational, recreational and cultural activities for adults 50 years and older. The Senior Center also includes several rooms, including a large ballroom and a professional kitchen that can be rented for large events.

After School Recreation Programs

The majority of after-school programs are conducted at elementary and middle school sites in Sunnyvale or at the Sunnyvale Community Center.

Summer Recreation Programs

The City of Sunnyvale also offers a wide variety of recreation, sports, arts and enrichment activities and camps for children and teens during the summer months. For middle school and high school-age teens, there is a summer recreation volunteer program designed to provide young people with the opportunity to develop leadership and job skills. Swim classes and drop-in swim at local pools are available for children and adults.

Activities for Adults

Year-round programs for adults range from adult sports leagues and drop-in gym programs to pottery and other visual and performing arts classes.

Therapeutic Recreation Program

The Therapeutic Recreation Program promotes the development of new leisure skills, increases self-esteem and social skills. The program provides information and referral services and participates in cooperative recreational programs with other cities for special events. We provide social recreation programs for individuals with all types of disabilities and all levels of functioning.

Greenbelt Stroll

Hike, swim, play tennis, picnic in the park -- enjoy 2.7 mile-long stretch of the John W. Christian Greenbelt.

Columbia Neighborhood Center at 785 Morse Avenue 3.5 miles from the main Community Center

The Columbia Neighborhood Center (CNC) is located at 785 Morse Avenue in Sunnyvale (not far from Fair Oaks exit from 101) 3.5 miles away from the main Sunnyvale Community Center. It was developed to provide social, recreational and educational services for north Sunnyvale residents. This collaborative project between the City of Sunnyvale, Sunnyvale Elementary School District, Advanced Micro Devices, Sunnyvale residents, and numerous community agencies was formed in the fall of 1994, concurrent with the opening of Columbia Middle School. The CNC, located on a 25-acre site, includes the AMD Sports and Service Center building, Columbia Middle School, and the Sunnyvale Preschool Center. The CNC is open to all community residents and provides a variety of services and activities year round, seven days a week, including evenings.

Cupertino

<http://www.cupertino.org/index.aspx?page=178>

Quinlan Community Center located at 10185 Stelling Road, .3 miles from the Sports Center

Built in 1989 and opened to the public in 1990, this 27,000 square foot facility has won numerous awards for its innovative design. It is centrally located on Stelling Road near Stevens Creek Boulevard and enjoys views of the Cupertino foothills and beautiful Memorial Park right out its back door.

The Quinlan Community Center is home to the City of Cupertino's Parks & Recreation Department, the Cupertino Historical Museum, as well as serving as a sub-station for the Sheriff's Department. The art of the Cupertino Fine Arts League lines the walls throughout the building.

The Quinlan Community Center is a multi-use building, offering classrooms for **Parks & Recreation classes**, as well as a variety of other rooms available to rent for your business or personal needs. The **Cupertino Room** features a full caterer's kitchen and can accommodate up to 275 people in a banquet format, or up to 300 people for an event with theater-style seating, making it an ideal spot for weddings, receptions, corporate seminars or meetings. The **Social Room** can accommodate up to 80 people, ideal for smaller gatherings like birthday parties, baby showers or even an employee retreat. The attached **patio** provides a quiet spot to relax and enjoy a bit of fresh air or to slip out for a stroll around the park.

Community Hall located at 10350 Torre Avenue 1.2 miles from the Sports Center

Community Hall will wow you and your clients with its beautiful cherrywood paneling, stylish seating, and theatrical lighting. Elegant, ascending windows stretch toward the ceiling and fill the facility with light. Double glass doors on the north and south sides of the building open onto stately brick patio spaces.

The facility also offers state of the art audio/visual equipment for all your technological needs. Two six-foot by eight-foot mounted screens present the opportunity for dynamic presentations, certain to make an impression. Laptop connections are available throughout. A plasma flat screen in the elegant reception lobby adds ambiance to your event while keeping patrons informed. Worried about technology set-up and operation? Our staff assistants are present throughout your event to help.

Community Hall can also be transformed into an elegant banquet facility for wedding receptions or parties. Tables and chairs can be arranged in a variety of ways, one of which is sure to be perfect for your event.

Cupertino Sports Center located at 21111 Stevens Creek Blvd

The Cupertino Sports Center features 17 tennis courts, a fitness center with LifeFitness and Star Trac strength training equipment, LifeFitness and Hoist free weights, LifeFitness and Star Trac bikes and treadmills, LifeFitness ellipticals, Techno Gym Waves, Precor AMT's, 2 racquetball courts, complete locker room and child watch facilities. The resident tennis professional offers private and group lessons, pro shop and Friday Night social drop-in tennis programs.

Cupertino Senior Center located at 21251 Stevens Creek Blvd 1 block from Sports Center

The Cupertino Senior Center is the perfect place to meet people and enrich your life. We are Cupertino's hub for activities, information and services that are specifically geared toward active adults 50 years and older.

Cupertino Teen Center located at 21111 Stevens Creek Blvd

The Teen Center is a new facility with all of the latest gaming equipment and cool features that teens enjoy. Take your pick from a game of pool, foosball, air hockey, pin ball, Xbox 360, Wii, PSII, five computers, board games, two big screen TV's, movies, and more! The Teen Center also has a kitchenette which includes: refrigerator/freezer, microwave, toaster oven, two (2) large tables, and fifteen (15) chairs. It can be rented for parties or special occasions for \$200 / 3 hours.

Saratoga

http://www.saratoga.ca.us/cityhall/rec/facility_and_park_reservations/facilities/cscenter.asp

Joan Pisani Community Center located at 19655 Allendale Ave

The perfect location for your next gathering at affordable prices. We can accommodate 15 to 300 guests for your wedding, reception, party or meeting. Garden patio, large multipurpose rooms and kitchen facilities are available one year in advance. Non profit groups receive 50% discount, Residents of Saratoga receive a 10% discount.

Preschool, Youth Art & Enrichment

- Saratoga Community Preschool, My First Art Class
- Youth Oil Painting; Public Speaking, Pre-public Speaking
- Music Together, Vocal Performance, Magic, Clay, Piano Games, Beginning Guitar

Youth & Teen Health & Fitness

- Archery, Jr. Rock Climbing, Fencing, Squash, Shotokan Karate, Gymnastics, Just 4 Kicks Soccer, Lil' Sluggers, Deep Cliff Golf, Atherton Lacrosse, Ice Skating, Hockey, Tennis
- Dance Force, April Paye
- Karate, Fun Fun Fundamentals
- Saratoga School of Dance: Ballet, Tiny Tots Dance, Ballet/Tap, Boys Tap Dance, Tap

Teen & Community Programs

- Driver's Ed, CPR, Youth Oil Painting, Beg. Guitar

Adult Health & Fitness

- Jacki Sorensen Aerobics, Hula Hoop, Jazzercise, Baby Boomers Fitness, Ergo Fitness Workshop
- Deep Cliff Golf classes, Adult Tennis
- Cook Your Buns, Eating for Vibrant Health
- Saratoga School of Dance: Tap, Latinizmo, Folk Dancing, Zumba
- Lunchtime Yoga, Vinyasa Yoga, Beg. & Adv. Yoga, Rosen Method Movement, Beg. Tai Chi
- Ballroom, African Dance, Belly Dancing, Ladies Latin

Adult Arts & Enrichment

- Ikebana, Adult Oil Painting, Beading
- Landscaping Design, Chocolate Truffles, Free Your Voice, Take a Tour of Italy, Chinese Painting

Saratoga Senior Center, adjacent to the Saratoga Community Center.

The Senior Center serves as a vital resource for seniors and older adults in the Saratoga community, offering over 35 activities and classes, as well as other services, trips, and special events, programs and activities, Wellness screenings, Speakers, the Opportunity to build friendships, as well as a caregivers' support group

Warner Hutton House, located at 13777-A Fruitvale Ave, around the corner from Community Center

This charming & romantic 1896 Queen Anne house includes a garden patio with an inviting gazebo. It is the ultimate setting for your small, intimate garden wedding, and is perfect for small parties, elegant socials or business retreats. The house and garden have a 30 to 80 person capacity. Includes full service kitchen.

Saratoga Prospect Center, located at 19848 Prospect Road, 3.1 miles from Community Center

The Saratoga Prospect Center (formerly the North Campus) offers an attractive site for business meetings, wedding receptions, parties, and seminars. Facility Rental Discounts (one discount allowed per rental): Non profit groups receive 50% discount.

Grace Building Main Room

- 2200 square feet
- 30-75 person capacity
- \$115 per hour
- *Includes kitchenette facility*

Grace Building Conf/Meeting Room

- 500 square feet
- 10-25 person capacity
- \$55 per hour

Friendship Hall

- 2264 square feet
- 150 person capacity
- \$165 per hour
- *Full service catering kitchen*
- *Hardwood dance floor*

Mountain View

Community Center located at 201 S Rengstorff Ave in Rengstorff Park

http://www.ci.mtnview.ca.us/city_hall/comm_services/recreation_programs_and_services/facilities_and_reservations/reservations.asp

When the Community Center is not being used for [Recreation classes](#)* and City events, it is available for private rental. Our building is the perfect location and facility for that special party or meeting.

Located in Rengstorff Park, the Center provides a relaxing setting along with professional, friendly service. Trees, turf and beautiful plants abound in the park and facilities. You will find a [skate park](#), [pool](#), [BBQ areas](#), [tennis courts](#), playgrounds, and a natural grass play area in this beautiful park.

- Rooms for rent include the Auditorium (capacity 200), Lower Social Hall (capacity 100), Rooms 2 and 3 (capacities 40 and 60)
- Preschool programs
- Classes are for Tot & Preschool, Youth & Teen, Adults & Seniors

Gym Rentals – shared facilities with open middle schools

The City of Mountain View has two great gymnasium facilities that are available for rent Monday-Friday, 5:30 pm to 10:00 pm and 8:30 am to 4:00 pm on weekends. Both gymnasiums are divided into two sides/courts (half gym) for \$50R/\$63NR an hour, or one full gym for \$111R/\$139NR an hour and are ideal for activities such as basketball or volleyball. The auxiliary rooms are great for many activities including dance and exercise classes. The auxiliary room is available for \$121R/\$126 an hour.

- Mountain View Sports Pavilion at 1185 Castro St, 1.9 miles from Community Center
- Whisman Sports Center at 1500 Middlefield Rd, 1.4 miles from Community Center

Senior Center located at 266 Escuela Avenue, .7 miles from Community Center

Game Room -- Billiards tables, table tennis, puzzles and more!

Classes & Workshops -- Classes include exercise, arts & crafts, dance, music and enrichment! Also, sign up for free workshops on various topics.

Special Events -- Special events year-round for all to enjoy including a Summer Picnic and Holiday Gala!

Exercise Room -- Equipped with treadmills, elliptical trainers, free weights, stationary bikes and more!

Social Services -- Blood pressure and Alzheimer's screenings, legal assistance and health insurance counseling are offered.

Travel Program -- Expand horizons with trips both locally and further afield.

Mountain View Center for the Performing Arts, 500 Castro Street 1.9 miles from the Community Center

<http://www.ci.mtnview.ca.us/mvcpa/mvcpa.html>

Intelligently designed with state-of-the-art technology, the Center is perfectly suited for its stated goal--to host a comprehensive performing arts program for a culturally diverse community.

Historic Adobe Building, located at 157 Moffett Boulevard 1.5 miles from Community Center

The restored Adobe Building, located at [157 Moffett Boulevard](#), maintains its rustic charm while offering modern conveniences to make any event one to remember. It is available for a variety of events ranging from weddings to corporate meetings and boasts the following amenities.

The Rengstorff House and gardens in Shoreline Park are available for rental daily except during our [public hours](#), (Sunday, Tuesday and Wednesday, 11 a.m. to 5 p.m). Included in the rental fee is the use of the entire first floor of this historic Victorian home. The maximum capacity of the house using only the indoor areas is 49 people. Using both the indoor and outdoor areas, the house and grounds can accommodate up to 150 guests and is wheelchair-accessible. The gracious dining room and three lovely parlors, all decorated with classic period décor, open up to brick patios surrounded by manicured lawns, blooming flowers and natural areas.

Menlo Park

http://www.menlopark.org/departments/dep_comservices.html

Burgess Park, 700 Alma St

Originally a part of the Dibble Hospital Facilities and purchased in 1948, Burgess Park is one of the first City-owned recreation areas in Menlo Park.

Arrillaga Family Recreation Center adjacent to Burgess Park

The picturesque Arrillaga Recreation Center offers room rentals for both residents and non-residents. This center, complete with full kitchen and ample parking, presents a relaxing setting and is surrounded by a park. Arrillaga Family Recreation Center offers seven rooms for rent of various sizes (680 square feet to 2,378 square feet) including 2 dance studios to accommodate a variety of activities from weddings to birthdays and even corporate events

Arrillaga Family Gymnasium adjacent to Burgess Park

Facilities include basketball, volleyball, and badminton courts for drop-in, youth, and adult leagues. The gym is rented 6 mornings per week for health and fitness classes.

Arrillaga Family Gymnastics Center, 501 Laurel Street adjacent to Burgess Park

10,000 sq ft gymnastics room, multipurpose room and exercise room. Menlo Park Gymnastics currently has a girl's competitive team, which has been very successful in competition. The new facility has the space and equipment to develop a boy's competitive program and gives the City the ability to host competitions and demonstrations. Future program plans include classes in Rhythmic Gymnastics, Circus skills and cheerleading. In addition to the developmental gymnastics equipment, the new gym has an 1800 sq ft pre-school area with an adjacent toddler restroom.

Onetta Harris Community Center, 100 Terminal Ave by the Belle Haven Pool, 3.6 miles from Burgess Park

The OHCC offers rentals for Menlo Park residents and non-residents. The center features a multi-purpose room, kitchen, gymnasium, computer lab, fitness center, conference room, pre-school room, and two classrooms. Additionally, the OHCC is home to various City of Menlo Park programs and special events which have included, Multi-Cultural Days, Teen Dances, Camp OHCC, Game Nights, Career Fairs, Holiday Celebrations, Community Classes, and Meetings.

Senior Center

The Menlo Park Senior Center located at 100 Terminal Ave, Menlo Park, CA 94025 next to the Belle Haven Pool, Onetta Harris Community Center, Beechwood School, and the newly renovated Kelly Park. The Senior Center offers rentals for Menlo Park residents and non-residents. The center features a Lobby, Ballroom, Community Room, Imagination Room, Computer Lab, and Poolside Patio. Additionally, the Senior Center is home to various programs and special events which have included Luncheons, Receptions, BBQs, Picnics, and Fiestas.

Teen Services

Menlo Park Community Services Department has programs geared for teens. All programs are set up so teens will be with others of the same age and same grade. We offer a series of programs focusing on everything from sports and adventure, to education and career development.

Sunnyvale Senior Center Visit Notes

Shari Furman set up a very informative visit to the Sunnyvale Senior Center, which is a stand-alone building but part of a larger community center complex. Lead by Gerard, who had also worked in San Jose and San Carlos.

Open to 50 and older. 20-25% of users are nonresidents. The building is a Senior Center 8-6 M-F and 10-2 on weekends, but multi-use on evenings and weekends. For example yoga classes may be held there in evening. 23000 sq feet, one story

A main theme is that the nature of senior services has shifted, with the trend for more exercise/wellness classes. On space, preference is for flexible rooms that can have different purposes

2800 paid members. Annual membership fees: Basic is \$25, Premium (access to fitness equipment room and offsite table tennis) \$29. Daily use fee is \$5. Non resident fees are \$39/\$45. Members receive a \$5 discount on classes. Note fees last year were \$15 and \$19; though considerable complaint about raising fees, no fall off in membership occurred after the increases. 1200 unduplicated users of fitness facility per year. Center now attempts full cost recovery-- have lost much in City funding, so attempting to be cost neutral to city. Try to balance free and fee-based activities. Lectures are generally free; most classes are fee-based. Fees earn about \$80k, classes earn about \$40k.

Partners as much as possible with other service providers. Some of their Art programs are done by Adult Ed, which is eligible for County/State subsidies. Foothill/deAnza does adaptive exercise class, with similar subsidy. (Some senior services provided at Columbia Neighborhood center are for lower socio-economic seniors, and are part of a facility that seeks to serve families in the neighborhood. Those classes have lower fees, a attract a lower socioeconomic group.) To avoid confusion in registration, those classes do not appear in the City's brochure; Adult Ed and Foothill/DeAnza market and register for their classes. Some exercise classes are held in nearby buildings, part of the same complex. Fee for 1 per week 9 week Zumba class is, for example, \$34. Library visits 2x per month; El Camino Hosp. comes 1x per week; Pamf sends speakers; El Camino Health Library provides resources.

Variety of services- lectures, classes, lunch available, lounge, fitness equipment room, computer room, billiard room, art room, art boutique, chatting room, small rooms for privacy

Food- Cafe serves a lunch M-F; \$5.50 member/\$8.50 non-member. Current deal with food provider is that provider gets an office, a full service kitchen for use in catering; first 30 meals are provided free to SC and cost \$4 each above 30. Had lost City subsidy of \$30,000 which changed price structure; still this year lunch is cost neutral. Four applicants qualified for the RFP; 3 submitted application. New RFP every 3 years.

Fitness Room- Cardio and weight resistance equipment. Had been about 60 per day, now 100 visitors per day. Small room- 900 sq. ft. Formerly had a part time staff, then volunteers now none. Many of the volunteers were themselves working out when supposed to be volunteering; all (except 1 or 2 who still come) "walked out" when told they could not use equipment during volunteer time. There was an insurance/workers comp issue involved. Currently, per insurance requirements, the room is locked and members allowed entrance to use only after: some training on equipment, watching a DVD that demonstrates how to use equipment. To allow many members to use and because 20 min is sufficient to maintain cardio fitness, each piece of equipment has a 20 minute limit; self policed; users put name on list for equipment to establish time and wait list.

Computer Room- Small with 8 computers. Group had originally wanted 30 computers in larger room, but when it was explained that having a dedicated use would make the large room unable to be used for other functions, and at various times of day, the supporters understood. The room is open 5 hours per day, and well used. There is not a need for waitlists for computer use. In past year have seen a surge in skype use. Some instruction is given for those who want to learn how to use email. Retired engineers help with hardware and software issues. Members can bring in laptops or desktops for free help.

AV room- Used for films on Friday nights and for lectures. Film screenings were much more popular 5 years ago; Now attendance may go as low as 5-10. Not likely to be there in a few years

Consulting Rooms- One of their more more unique features. 4 rooms used for a variety of services where more privacy is need. Blood pressure clinic 2 per week; health insurance counseling; 20 minute free meetings with lawyers who provide this service pro bono; etc.

Large Room- Divisible into 3 rooms by partitions. Some part used for classes, lunch served in one part. Special Events-hold 10 per year. Room is often rented on weekends for weddings/events; reg hourly rate is \$175 but premium rate for weekends is \$300 per hour. Total room size 4300 sq feet

Boutique- at front entrance; most centers have discontinued boutique, but it seems to work at this center; artists receive space and utilities; MOU with City that 10% of revenue goes to City.

Art room- Have art classes and areas to work. When he arrived, art was 70% of classes and exercise 30% but surveys and subsequent usage have reversed those proportions. Art classes are also offered in other parts of Community Center, but at different level. There is now more demand for health maintenance than for art.

Chat room- This is a use that is likely on way out over time. It was requested by the former center's most frequent users, a small room where they socialize with some greater degree of privacy. Users are small group of women > 85 who do not want to be home alone.

Lounge- Open area with sofas and chairs, where can get cup of coffee or tea, and read paper, play cards, or talk. Pretty well used.

Billards- They do have a room with several billards tables, which is not something he would install, and is somewhat of a luxury in that the space can only be used for billiards. Limits space to one service.

Games- Do not offer Bingo (despite some requests) -- a church down the street does that; chess and cards are pretty flat line; Ma Jong is increasing

Travel- Separate handling of travel which is full cost recovery. They have several day trips each month (sample fees \$59-117) by bus that leave from SC, and an "extended trips" abroad arranged differently.

Users- Sunnyvale population is 144,000, of which SC has eligible population of 30,000 people (>50 years) and currently serves 3000. Most are older than 50, but some people in 50's may come to a lecture on how to care for more elderly parents. Users must be able to use facility "independently" or bring assistance. Wheelchairs, and walkers are fine, but where they have had problems is mental issues, ability to engage. Not able to handle Alzheimer's patients. If a person is unable to communicate well or to keep up with a card game, for example, then the other participants will tell staff. All rooms are equipped with "T Loop" a system that facilitates appropriate automatic tuning of hearing aids.

Out-of-town users- during the summer, SC sees 50-150 seniors, mostly, East Indian, in who are visiting local family and prefer to have some activity during day when family may be busy.

Transit- They do not have shuttles to bring users to SC. Some senior residences bring users in vans. Local nonprofits and volunteers also provide transit- Road Runners, Heart of Valley, etc. No VTA routes were created for the center, but it is just off El Camino, and is therefore well served by VTA. Maybe 3 bikers a day.

Homeless- is a major challenge. Not aware of all details, but know that sleeping in vehicles is a problem. Some people sneak in to use SC restrooms for a shower-- SC restrooms do not have showers. Other building, Indoor Sports Facility does, has had some unhoused population issues.

Pool is offsite.

Success- Lots of planning and listening to users and potential users. Had focus groups and other meetings. Recommend having separate meetings for public-at-large and shareholders, otherwise, the stakeholders tend to drown out the public-at-large. Recommend having stakeholder gathering in one large room with groups of tables so that stakeholders get to give input and listen to input of other stakeholders. Gathered comparisons of what other cities are doing, and what is available nearby (YMCA, private providers like gyms and cardio circuit facilities in strip malls, nonprofits) He will sent us matrix with analyses. Lots of input gathered, but staff made final decisions. The analysis of other services available is ongoing, not just for original design of space.

Tips - Gets lots of input. Have space flexible to use for variety of services and be able to change as demand changes. Monitor demand. Seniors want to maintain mental and physical health. Look at Santa Clara, newer facility, beautiful, two stories so have more space; warm pool on site.

Staffing- 4 full time staff; one part time 30hrs wk; one part time care manager- 20 hr per wk; 220 + volunteers

Youth involvement/ interaction- Youth who volunteer are generally in summer; do work in kitchen or assist with computer, or perhaps entertainment, such as group of youth who play violins. (Also mentioned re youth that the most successful collaborative educational programs with elderly and youth are at more jr college level, or SF

State where have some voc ed for nursing; and further noted that Palo Alto person recruits some SC members to be literacy coaches).

History- Center was approved by Council in summer 1998,in response to group campaign for center. Senior services previously had 7000 sq feet, at a 25000 sq ft multipurpose community center at former school site that was being vacated when school district raised rent. Advocacy group had wanted only senior uses in the building, but compromised with council vote to allow rental and use of facility nights and weekends.

Users generally report that while they want wellness, they did not want SC to be like a membership gym, where someone would tell them to work out; did not want a 24 hour feeling. Like having lounge.



**Impact of the
Aging Baby Boom
Population
on Palo Alto's
Social and Community
Services**

White Paper for Discussion
November 2006



Introduction

This study endeavors to assist Palo Alto's City government, local nonprofit agencies, and the community at large in understanding some of the impending impacts of a rapidly changing demographic environment driven by the aging of the Baby Boom Generation. These evolving trends will result in dramatic differences in the characteristics and needs of our residents, and these changes will undoubtedly have an impact on policies, programs, services and practices within our community.

This analysis was initiated by the Community Services Department of the City of Palo Alto and was undertaken by a Task Force of community leaders and service provider agencies. The study does not claim to be scientific or scholarly. Instead it is a surface exploration of the issues and a call to action proclaiming that now is the time to understand and plan for the inevitable.

The White Paper purposely focused on lifestyle issues including education, recreation, health, fitness, leisure and social services. It does not attempt to delve into medical, emergency preparedness, safety and consumer services. These are concerns that demand their own stage.

Need for the Study

There are many reasons why it's important to understand the future lifestyle and social service needs of this burgeoning population including financial, community planning, transportation and social service implications. It is imperative that we begin planning for these now, before they overwhelm the resources of many of our public and non-profit service providers.

Palo Alto's population profile has already begun to transform due to significant demographic and social trends:

- The aging of our population with the impending passage of the massive Baby Boom generation into the elder cohort, and
- The increasing longevity of the population due to medical advancement and healthier lifestyles.

Given these facts, one of many reasons for initiating a planning strategy is articulated in research conducted by the National Research Center Inc. (NRC) of

Boulder, Colorado. The NRC analyzed data from 9000 surveys of older adults. The study made a direct correlation between the number of community “strengths”, defined as physical health, outlook on life, and social and family connections, with the number of hospitalizations, institutionalizations and accidents. In short, the study determined that if a community can provide its people the opportunity to “age well” it can save untold hardship and millions of dollars in unnecessary costs.

A second key reason for the study is to begin to identify the resources and opportunities that will come with our aging population. By anticipating the future needs of employers and public agencies, and through appropriate recruitment and training techniques, a new workforce may be discovered, bringing with it wisdom and experience not previously seen in previous generations of elders.

The goal of this paper is to attempt to describe some very real social issues and opportunities, identify some of their impacts and begin a dialogue on how best to find appropriate solutions.

Executive Summary

It's no secret that America is graying. Newspaper, television, magazines, government and scholarly reports tell us that the first wave of the Baby Boom generation is now entering into their retirement years and that we are on the threshold of a major shift in demographic characteristics. In the next thirty years our nation's "senior" population will double due to the sheer size of the Boomer generation and, thanks to medical and health advancements, will live longer than any previous generation.

But what about Palo Alto? What will the impacts be to our community and social service delivery systems? Do we need to prepare for these impacts, and if so, what do we need to prepare for? Can we be a community that is "elder friendly"? These are just some of the questions that prompted a nine month examination of this issue by a Task Force of City and nonprofit community and social service providers.

What was discovered in many ways mirrors the national landscape. Boomers will live longer, be more active, have more money to spend, and hold great political clout. Our future population will not only be older - but they will also think differently than past generations. If anything, they will be more socially and culturally engaged, healthier, have increased mobility and be more independent.

How will Palo Alto be impacted? From input provided through a community visioning meeting and a community-wide survey, the thoughts and concerns of some 400 Palo Alto Boomers can be summarized as follows:

- **Boomers want to live independently as they age and the concept of a "senior friendly" environment, especially with regards to mobility, is especially important.**
- **There is a deep desire to be engaged in community and social activities and have a variety of learning opportunities.**
- **Palo Alto Boomers want to stay involved, for either lifestyle or financial reasons, through volunteerism or continued part or full-time employment.**

- **Our Boomers want to remain physically and mentally active and healthy, well into their elder years.**

Also, a key finding that could greatly impact the Palo Alto community is that *80% of our Boomers say they are planning to stay in Palo Alto as they age*. If true, in the next twenty years, and given the fact the Palo Alto is generally considered residentially built-out, the percentage of our older population will outpace all other demographic segments, creating a scenario where upwards of 40 percent of our total population will be 55 years of age or older. Consequently, the service delivery implications may be challenging, especially when you consider the fastest growing population segment will be those age 85 and older. This group will require an unequaled level of support services, placing great demand on public and private support agencies.

Another key factor is whether our Palo Alto based agencies are prepared to meet the service delivery impacts brought on by the aging of the Boomer generation. Palo Alto is currently blessed with outstanding services for older adults including those provided by Avenidas, La Comida, Palo Alto Family YMCA, and the Albert J. Schultz Jewish Community Center (JCC). But are these institutes prepared to meet the challenges of the future? Avenidas, Palo Alto's largest, full service provider for older adults, has already found its assets strained by the needs of the changing population. Both the JCC and YMCA have unused capacity (the JCC will expand services when it moves to a new campus in 2009), but both organizations indicate the need is increasing. The La Comida nutritional program is at capacity and already requires more space and staffing resources. And, although providing a full spectrum of adult lifestyle activities, the City of Palo Alto devotes a very small percentage of its community services budget to older adult programs.

Of course, with change comes opportunity. Our Boomers will possess the highest educational level of any past generation, and as revealed through our survey, they have a desire to continue to work and volunteer in the community. With appropriate training and through creation of policies and education to end "age discrimination", the harnessing of this intellectual and skilled labor force could truly be beneficial for the entire community.

This White Paper suggests strategies to meet the projected impacts and make the best of the opportunities that are before us. Where we go from here is up to our community, and over the next few years our government, nonprofit and business sectors will need to better understand the unique needs of this burgeoning generation and answer the questions:

- *Given a strained financial environment, is there a way to better distribute our public resources to meet the needs of our Community?*
- *What changes do we need to make in the City's physical attributes that will allow people to age well and safely?*
- *What planning must happen now to meet the anticipated social and community service needs 10, 20 and 30 years from now?*
- *How can we best use the human resources that come with the numbers, experience and education of the Boomer population?*

This study calls for the development of a strategic plan to address these questions and to determine the opportunities inherent with the aging of the largest generation in America's history. We, as a community, must begin to find answers to these questions now because these inevitable and dramatic demographic changes are happening - now

* * * * *

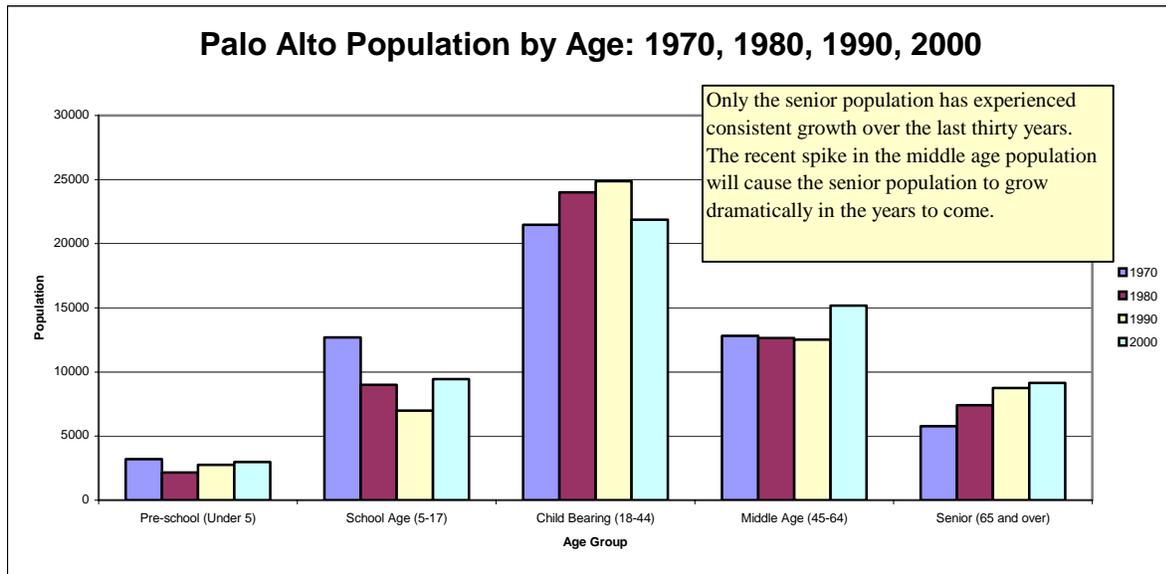
Current Population Trends

The Boomers Are Coming!

The 76 million 'Baby Boomers' born between 1946 and 1964 represent the largest birth cohort ever in the United States. The first of the Boomers turned 60 this year and by 2030 all surviving Baby Boomers will be between the age of 66 and 84 and will represent one of every five Americans¹. America's Boomers make up 27.5% of the population, have an estimated annual spending power of \$2.1 trillion, and comprise 45.8 million households with average spending of \$46,000 per household.

¹ Excerpt from the State of California "SB 910 Strategic Plan for an Aging California Population", 2003

Palo Alto is already experiencing the profound impact of this “graying of America” trend. Between 1990 and 2000, as a result of the out migration of young adults and the aging of Boomers, the Palo Alto population of 45-60 year-olds increased from 17.5% to 22% of the total population.² Indeed, the middle age and senior populations are the only segments in our community that have grown significantly over the past thirty years.

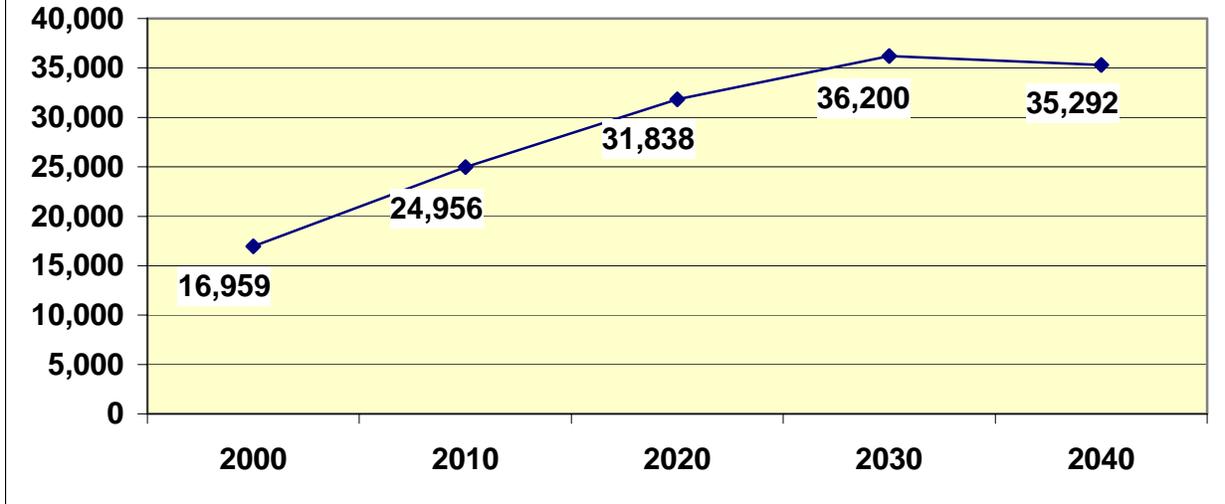


As the Boomers continue to age, they will cause the senior percentage of the population to grow even more dramatically. Between 2000 and 2030, Palo Alto’s population of older adults (age 55 and above) could more than double to over 36,000. Because the total population of the City is unlikely to double over this timeframe, we can expect a significantly higher percentage of older adults in our community.

These projections assume no out migration, as no statistics are available. However, in our survey of 323 local Boomers, 80% reported that they intend to stay in Palo Alto when they retire. If this percentage is anywhere close to reality, we could expect the senior population of Palo Alto to be approximately 36,200 by 2030, which represents a 113% increase.

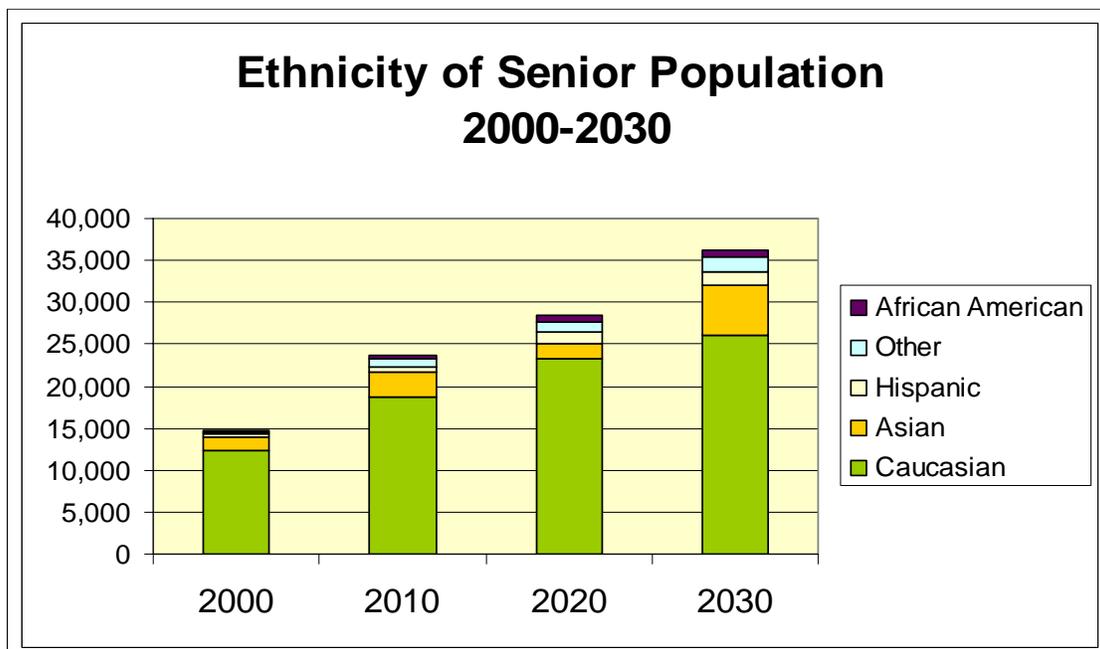
² Excerpt from “City of Palo Alto Community Profile”, July 2005

Projected Growth in Palo Alto's Older Adult Population (age 55+)



The next senior population will be more ethnically diverse as well. At present, about 80% of the Palo Alto senior population is Caucasian and 11% Asian. Over the next thirty years, an increasing percentage of this population will be Asian and, to a lesser extent, Hispanic. (Note: Projections extrapolated from U.S. Census data) Our community must adapt its services to appeal to the different needs and interests of these groups.

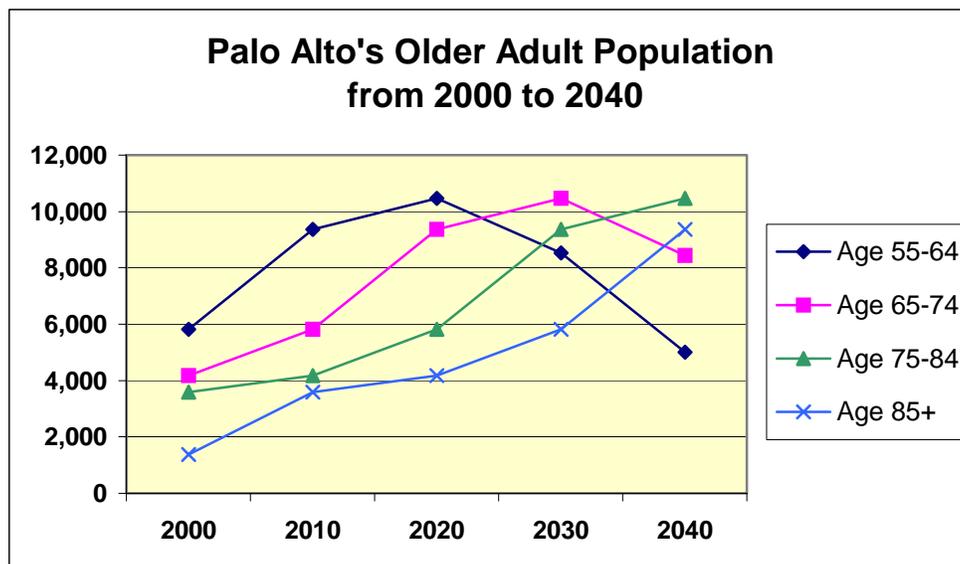
Ethnicity of Senior Population 2000-2030



Differences Between Generations

Within the older adult population, it is important to distinguish between the “young-old” (those less than 75 years of age), the “old” (75 to 84 years of age), and the “old-old” (85 years of age and older) and to plan for a more ethnically diverse older population.

The California Policy Research Center at the University of California expects the average life expectancy to be 81 years of age by 2020. In 1980 the mortality rate was 73 years. Because of this increased longevity, the greatest growth will be among the oldest Palo Altans, the “old-old” seniors. By 2040, this group will represent more than one quarter of the city’s older residents, up from one in ten in 2000. The “old-old” population will outnumber the “young-old”. Old-old seniors will need the most supportive services and practical help and is likely to have the lowest incomes, placing great demand on the city and those organizations that provide services to them.



Within the “young-old” group, the very definition of “old” is likely to change in coming years. This group will be more mobile and healthier. Its changing expectations, discussed below, will alter our thinking about what is meant to be “old” or a “senior”. Chronological age will become less of a determining factor in what one considers “old”. Instead, functional ability is likely to become more of a determinant, and may become a more relevant criterion for eligibility for public benefits and demand for services. In this way, older adults will be less likely to seek out services and activities designed for others of the same age, and

more likely to participate in activities with people – of all ages - who are similarly mobile and healthy.

The cultural differences between those born in the period 1911 to 1945, and the Baby Boomers born after 1945, are striking, and help us predict how the interests, expectations, and desire for services will change as Palo Alto's Baby Boomers age.

Many of those currently over the age of 60 served in World War II, may have witnessed the Great Depression, and through their labors created the booming economy of the 1950's and the rise of the middle class. Their experiences taught them the value of hard work, self-sacrifice, discipline and team spirit. This generation learned to rely on the government and has an expectation that the government will take care of them. Indeed, Social Security gave this generation unprecedented economic security, and they were the first to experience mass retirement and transition to a period of life dominated by leisure. This generation is conservative, risk-averse and conformist.

The Baby Boomer generation, on the other hand, grew up in a period of unprecedented prosperity and unlimited horizons. They disdain authority and traditional values, and prize their individuality. Boomers want to have it their way, have it now, and enjoy the experience. William Novelli, Executive Director of AARP describes them this way:

“Basically, boomers like to have fun...They are looking for the new experience. They want to create their own experiences, because in this “been there, done that” world of today, they are often bored, and searching for novelty.”³

Boomers do not associate age with disease and disability; indeed, they have every reason to expect to live longer and healthier than their parents. But they do not take their health for granted and, for them, wellness is very important. This generation wants fitness activities, recreational resources, nutrition, and information about preventative health care and healthy living. But for this very same reason, Boomers tend to be in denial about - and generally are not planning for - the reality that in their latter years they may well experience disability and chronic disease. Undoubtedly, an increasing number of the “old-old” will need supportive services such as in-home care and adult day care to remain in their homes.

³ From “How Aging Boomers Will Impact American Business”, a speech to The Harvard Club by William Novelli, Executive Director and CEO, AARP, February 21, 2002.

The needs and expectations of Boomers will be diverse, and they will demand choices. This is not likely to be a generation that seeks out - at least in the short run - the institutions and services that have served their parents so well. Terms like "senior centers" and "old age homes" are quickly becoming obsolete and are being replaced with terms like intergenerational centers and asset-based aging.

There are other differences between Boomers and their parents. They "see retirement as a transition; not a termination."⁴ AARP research has shown that 8 in 10 Baby Boomers plan to work at least part-time. Of that percentage, 35% of them will work mainly for interest and enjoyment, and another 17% would like to start their own business. Given the very high cost of living in this area, many local Boomers will be motivated to work to augment their income to make it possible to remain in the area. Boomers expect to need more money during retirement, and plan to spend it to enhance their lifestyles.

There are also indications that as Boomers seek to remain productive in their retirement years they will turn to volunteering and civic engagement in large numbers. Our survey of Palo Alto Boomers confirms this national trend. In answer to the question "*When you have more free time, what do you want to do with it?*" 42% of the respondents answered that they want to volunteer in the community.

It will be a challenge to the service sector to offer volunteer work that gives Boomers new experiences, the opportunity to work independently and, above all, many choices. If local institutions are successful in engaging Boomers in community work, they will be greatly rewarded as Boomers direct their considerable talents and energies to addressing some of the community's problems.

* * * * *

⁴ From "How Aging Boomers Will Impact American Business", a speech to The Harvard Club by William Novelli, Executive Director and CEO, AARP, February 21, 2002.

Local Survey

Palo Alto's Boomer Landscape

Although there has been much information disseminated on the demographics and characteristics of Boomers on a national and state scale, there is relatively little information describing the characteristics of Palo Alto's aging Boomers. In order to understand what these Boomer's needs and concerns are, three methods of obtaining information were used by the study Task Force; a community input event, a written questionnaire, and a survey instrument.

Community Input Event

The Task Force hosted a "Community Visioning Meeting" where residents of Boomer age were asked to participate in a two-hour discussion led by noted facilitator, Diana Schlott. The public meeting was designed to give participants an opportunity to share their perspectives in an open and engaging environment. The meeting was held on May 11, 2006 at the Art Center Auditorium and 48 Palo Alto residents participated.

Following an introduction as to why the meeting was being hosted, and a brief presentation on the history of 20th century generations, the participants were divided into small discussion groups. Each group was given two questions to discuss and report out on. Groups were then asked to develop consensus on the top five answers for each question. The questions asked were:

- A. What are the services and programs that you're presently using that you'll need more of in the future?*
- B. What new services may be required in order to allow you to age well?*

Due to time limitations, participants were also requested to complete a written questionnaire that asked:

- 1. Are you planning to stay in or near Palo Alto when you retire?*
- 2. If you're planning on moving to another location in your next phase of life, what would make you stay in Palo Alto?*
- 3. When you have more free time, what do you want to do with it?*
- 4. If you knew you'd live to be 100 years old, what would you do differently?*

Our Community Talks: Concerns and Desires

Group discussions were lively and a great many ideas and themes emerged. The following summarizes the most prevalent themes that surfaced from the dialogue:

- **When asked to identify the services and programs that Boomers are presently using that they will need more in the future, a variety of services and programs were identified. The five major themes, in order of priority, that dominated the discussion where:**

1) Social, Cultural and Leisure Activities

Examples cited most frequently were travel; activities at night for adults/seniors; activities for widows/widowers; creative arts classes; book clubs; Stanford Lively Arts; inter-generational interaction; dance groups; poetry nights; art and theater events; open microphone; and increased social gathering points.

2) Parks and Recreational Services and Facilities

Within this theme the most mentioned uses were activities that draw people to parks; lawn bowling; Tai Chi; playgrounds for seniors; senior and community centers; a golf club for Boomers; and sports leagues for seniors.

3) Senior Designed Community/Social Services

Examples cited included buddy systems for walking, hiking and exercise; quality Police, Fire and EMT services; food closets; outreach for shut-ins; social services targeted at aging; walk-able neighborhood shops and services; universal housing concepts⁵; and vibrant downtown neighborhoods.

4) Education and Library Services

Some of the specific services and programs identified as important were readings clubs; technical classes; quality library facilities and programs; Palo Alto Adult School; City-sponsored special interest classes; Stanford continuing studies; and Foothill College.

5) Information and Referral Services

Examples for information and referral programs included continued communication about programs for adults; easy, single point access to information on caregivers; technology services; Medicare advice; tax preparation

⁵ A set of accessibility features such as zero-step entrances, wide interior doors, and accessible bathrooms.

assistance; and the need for a Palo Alto-based website for volunteer opportunities and services.

Other themes included health care/in home services, and health and fitness programs.

➤ **The next question asked participants to think about their future. When asked to identify “What new services may be required in order to age well” the themes that gathered the most responses were:**

1) Transportation

By far, a transportation and mobility theme resonated the most with the group. Examples cited included a “safe ride” program; bike sharing; more bike paths; car sharing; mass transit that gets “closer to home;” opportunities for electric wheelchairs to use bike lanes; more public transportation; increased frequency of the City and Stanford University shuttle; transportation to distant parks; a cross-town trolley on Middlefield Road; and the need for volunteer drivers in lieu of para-transit services. Much discussion was devoted to keeping ones’ independence, whether or not an automobile was available.

2) Social, Cultural and Leisure Activities

Also ranking very high in interest was social, recreational and leisure activities including references to intergenerational activities, connectivity, social support groups, interest-based activities vs. age-based activities, more daytime activities, senior related activities, and social integration. Participants abhorred the idea of isolation and loneliness, and in general, wanted to be active and share life experiences with others.

3) Parks/Recreational Facilities and Programs

Examples cited for new services for parks and recreation facilities included “younger” senior centers (a blending of adults and elders); more locations for Avenidas; libraries as combined community centers; multi-generational community centers; senior-friendly camping sites; additional off-leash dog areas and trails; more recreational services like the YMCA; and recreational membership fees reduced for those 50 plus.

4) Senior Designed Communities/Social Services

Within this theme some of the ideas that emerged were identifying homebound individuals in case of emergencies; “assisted living without walls”, farmer’s markets in additional areas of town; more home care services, meal delivery services; programs to address loneliness and isolation; transitional services;

neighborhood access to shopping and services; and centers for basic services located throughout town.

5) Education and Libraries

Some of the examples characterizing this theme included learning new languages, educational programs about health and welfare, life-long learning classes, providing a “living history” with Boomers presenting their histories in schools, teaching, mentoring and training opportunities for older adults, the provision of larger print books at well-designed libraries facilities.

Outside of the five themes noted above, housing, assistive living and health and fitness programs were also concepts that emerged during discussion.

Participants were also asked to complete a written questionnaire:

1. When asked the question, *“Are you planning to stay in or near Palo Alto when you retire?”* 76% of participants said they planned to stay in their present home.

2. When asked *“If you’re planning on moving to another location in your next phase of life, what would make you stay in Palo Alto?”* the two factors most frequently cited were affordability and better public transportation.

3. For the question *“When you have more free time, what do you want to do with it?”* the focus was on travel, volunteering, lifelong educational opportunities, spending time with friends and family and staying mentally and physically fit.

4. When views on the question *“If you knew you’d live to be 100 years old, what would you do differently?”* were solicited, the major themes that emerged were keeping in better mental and physical health, and saving more money for retirement.

It’s noteworthy that throughout most of the discussion, Boomers wanted us to know that they did not want to be “pigeon holed” when it came to the provision of services. In other words, Boomers want choices and the opportunities to participate in most activities according to interests, not age.

A Community Survey

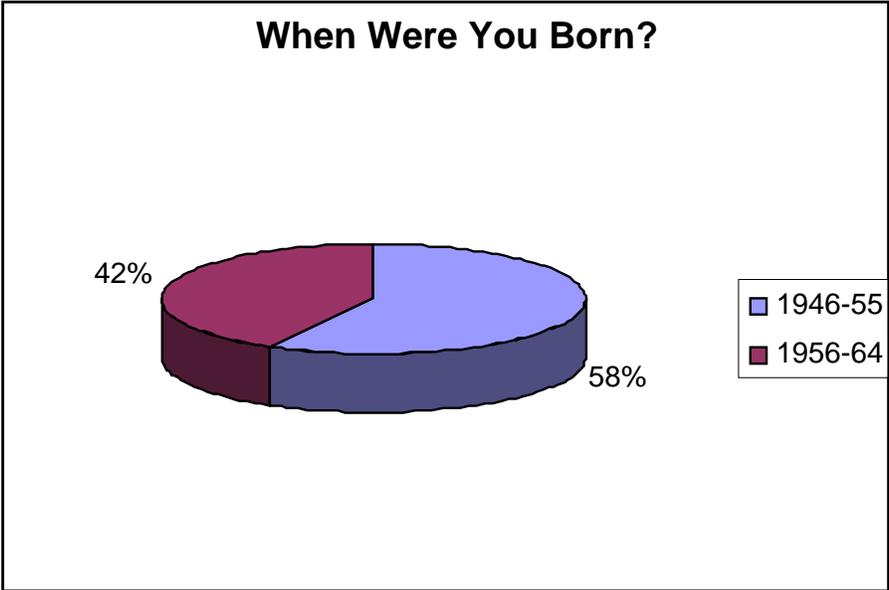
The method used to collect quantitative data was through the use of a survey instrument. Due to funding limitations, the survey was not of scientific design, but was meant to build upon and test the information gathered at the community visioning meeting. The survey was made available in hard copy and through the Internet using the Web tool, *Web Surveyor*. The survey was advertised through newspapers, email “blasts,” and through newsletters to the constituents of our participating Task Force organizations.

323 surveys were received over a six-week period from Palo Alto resident “Boomers.” To ease the completion of the survey, participants were asked to prioritize specified service themes, which included:

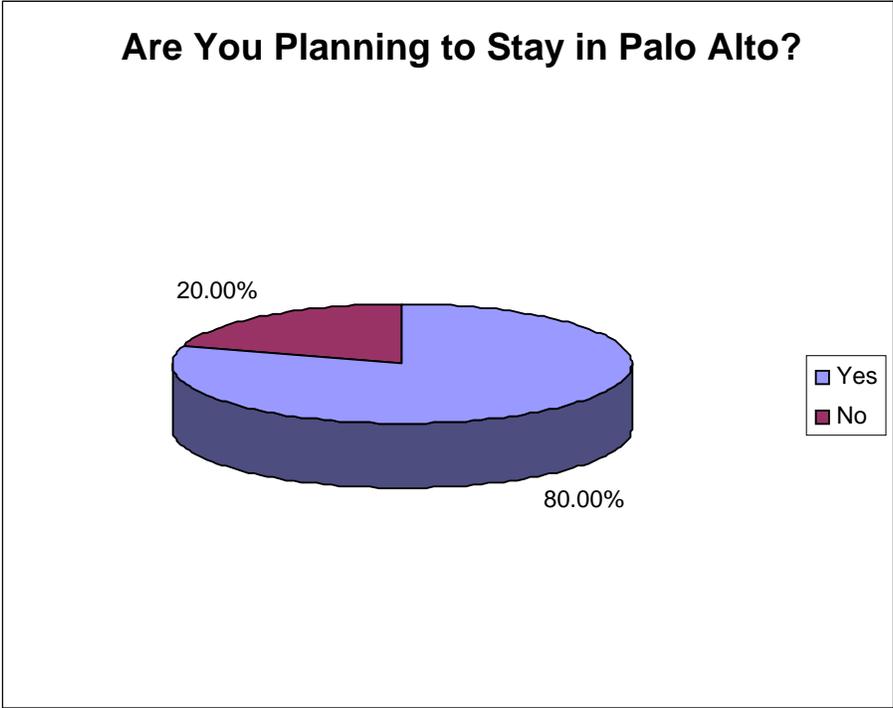
- **Career/Volunteer Opportunities:** full/part time jobs, job banks, career placement, volunteer listings, etc.
- **Civic Engagement Opportunities:** including running for office, board and commission work, advocacy, inter-generational exchanges, political activism, etc.
- **Education & Libraries:** opportunities for advanced degrees, life-long learning, classes and workshops, library facilities and services, collections, reading clubs, lectures, book mobiles, etc.
- **Housing & Assisted Living:** affordable housing, more housing options, assisted care facilities, in-home care services, day-care programs, home repair services, etc.
- **Financial Assistance & Planning:** senior/low income discounts, financial information & referral, financial planning services, financial counselors, etc.
- **Health & Fitness Opportunities:** health clubs, yoga & other fitness classes, nutritional programs, gyms, aquatics, par-courses, senior sports leagues, in-home fitness services, etc.

- **Information & Referral Services:** health, social services, emergency services information services, more information distribution points, one stop shopping for information, life counselors, etc.
- **Parks & Recreation Facilities:** urban and open space parks, enhanced community center facilities, senior centers, athletic fields & facilities, golf course, meeting rooms, etc.
- **Senior Designed Communities:** walk-able neighborhoods, support groups, neighborhood services, universal design concepts, etc.
- **Social, Cultural & Leisure Activities:** theatre, arts, special events, social gatherings, travel, clubs, etc.
- **Transportation:** public transportation alternatives, safer roads and pedestrian access, shared transportation, bike lanes, shuttle services, etc.

Key Finding From the Survey

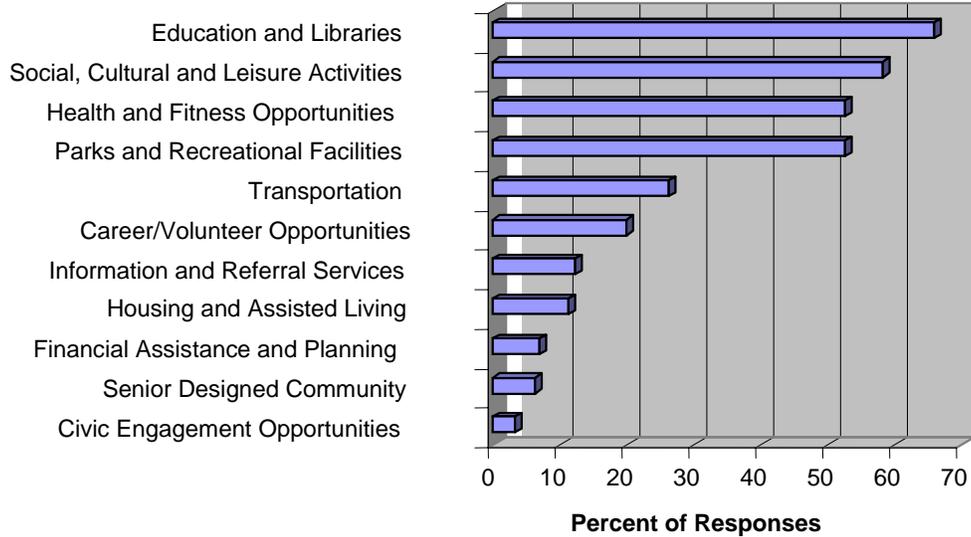


The 323 survey participants were fairly divided between older Boomers, born between 1946 and 1955 (58%), and those born between 1956 and 1964 (42%). It should be mentioned that this outcome was significantly different from the participation at the community input meeting where 83% represented the first decade of the Boomer generation.



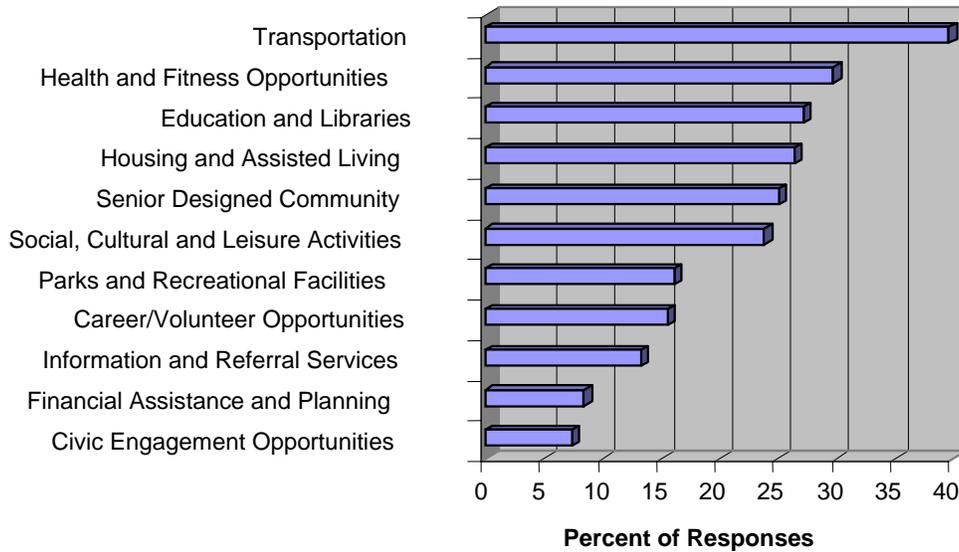
Survey data and community meeting input were quite similar when asked if Boomers planned on staying in Palo Alto after retirement. Eight out of ten of our Boomers said they planned to continue residing in Palo Alto, echoing data from many previous surveys that predict “Aging in Place” will continue to be the preferred choice of older adults. The data also suggests that housing turnover will slow, making it more difficult for younger families to move into an already built-out city. This phenomenon may also have serious impacts on living arrangements, housing services, and result in an increased need for local elder care, support services and assisted living.

What Services Do You Currently Depend On?



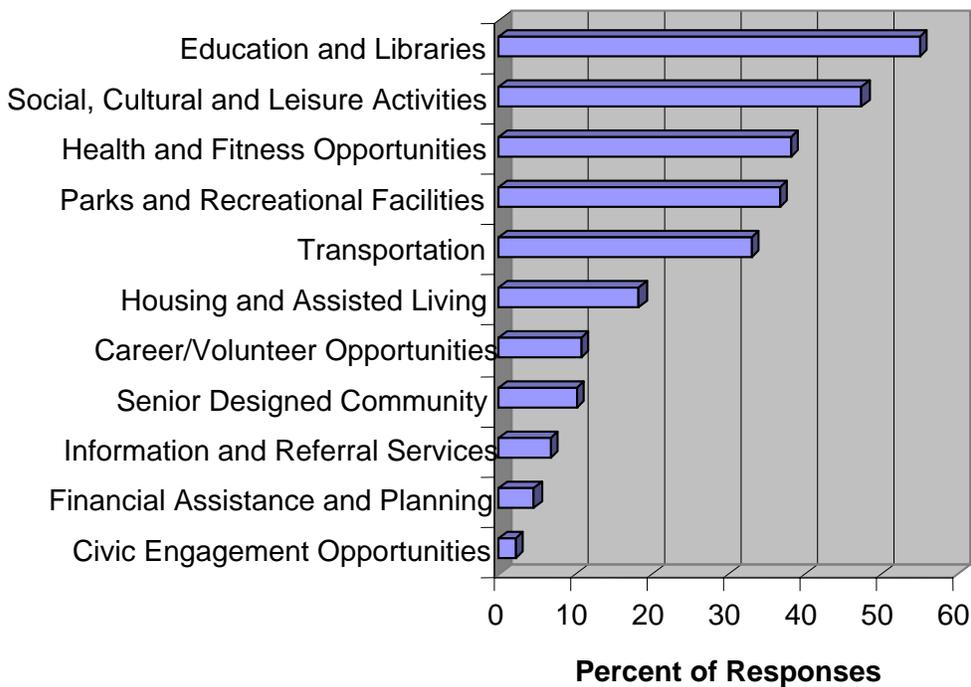
When we asked Boomers to look at their lifestyle needs of today, and begin to project their needs into the near-term future, four themes were clear priorities. Data suggests that Boomers are presently engaged in and will continue to find a priority in leisure activities; health and fitness; park and recreation facilities; and life-long learning and library-based services. This does not come as a surprise, as mentioned earlier, Boomers are individualistic, looking for new experiences and wanting to be fit and healthy enough to experience them.

What New Services Are Needed?



In this question we asked participants to look into the future. The mindset is indeed different than the pronounced themes from the previous question. As opposed to education and socializing being a top priority, when Boomers contemplate the idea of “getting old” they are more interested in better forms of transportation and staying healthy. Many consider the ability to drive as the last vestige of independence and the survey confirms that Boomers want to continue their independence, car or no car. The survey also implies that the need for more health and fitness programs, continued opportunities for socialization and education, and the ability to age in their own homes as priorities for our aging populous.

Of All Services, Which Are the Most Valuable to You, Personally?



Surprisingly, although transportation continues to rank relatively high, the themes that make up lifestyle and education are seen as the most valuable of services. Note that this outcome was expressed different at the community input meeting where transportation was proposed as the highest priority, followed closely by fitness, cultural and educational opportunities. This data does confirm that the provision of a variety of educational, social and lifestyle

programs and services are essential to how Boomer's perceive the concept of "Aging Well."

The survey instrument also asked for written comments for the question, *"When you have more time, what do you want to do with it?"* Hundreds of comments were provided, and the predominant themes, prioritized by the number of times each concept was mentioned, were:

- **Volunteering**
- **Travel**
- **Reading**
- **Fitness (swimming, golf, running, bicycling, etc.)**
- **Education**
- **Spending more time with family**
- **Enjoying the outdoors**
- **Attending and learning about art and cultural activities and presentation**

Additionally, the survey asked for general comments. Although it's impractical to provide all of the comments offered, the following quotes represent some of the individual thoughts provided by our participants:

"Us Boomers will stay active and want places to go dancing, to dinner, theatre, at affordable prices."

"... the cost of housing and living in this city are the most critical variables for seniors AND young folks. If seniors want to be near family but younger generations can't afford to live in the Bay Area – we will have to leave!"

"Transportation for people who can no longer drive their own car would be my top priority."

"Services for seniors in Palo Alto tend to be viewed as assistance for the aged (aged 75+). There doesn't seem to be anything for active, healthy, people in their 60's and early 70's."

"Retired, or partially retired, PA residents could be hired for short term projects. They might be willing to work for lower wages to offer their expertise to the City. Perhaps you should maintain a registry of residents

with expertise who would be available for City or nonprofit projects at reduced rates?"

"I'd like to see a moratorium on new services so that new taxes and fees can be avoided . . .so I can afford to continue living in Palo Alto in retirement."

"Provide exercise and recreational programs at reasonable rates or free of charge."

"Those of us that are at the end of the Baby Boom have paid extremely high prices to afford our homes. . . .We tend to have children later in life We are going to be very strapped for cash and retiring before our kids graduate from college."

"The three most important things to consider: public safety, education and health care."

"I have been retired now for less than a year and have been surprised to see how many current retirees take advantage of travel, cultural and education services. Planning for the huge influx of Baby Boomers who are retiring will be good for Palo Alto and its citizens."

* * * * *

Inventory of Palo Alto Service Assets

Palo Alto is fortunate to have a wide variety of civic and nonprofit agencies providing programs and services to meet the needs of older adults. These agencies provide a wide range of services from recreational opportunities to social services. The following summarizes the programs and services of each agency and tries to provide some perspective as to the present and future capacities each program in terms of staffing and facility levels.

Avenidas

Services: Avenidas is a full-service older adult center. It offers a wide range of programming including classes in creative arts, personal interest, and health and fitness. Its service range also includes special events, personal health services, counseling and support, case management, adult day health care, transportation services, volunteer care giving outreach, social clubs, handyman service and volunteer placement.

Budget: Avenidas' total budget committed to older adults is \$3.7 million funded in part with \$420,000 from the City.

Capacity: On average Avenidas' staffing capacity⁶ ranges between 75 to 100% depending on the program while its space capacity is similar. In almost all of its program areas, Avenidas is seeing increased participation and is over capacity in case management and transportation services. There is little doubt that the program continues to grow and to meet the demand it will require more facility space in the not-so-distant future.

Albert L. Schultz Jewish Community Center

Services: This center, presently located on the Cubberley Community Center campus, focuses on classes, clubs, health and fitness activities and special events for older adults. The agency also offers information and referral services to its members.

Budget: Total current annual budget dedicated to older adult services is \$80,000.

Capacity: The program does have space capacity for increased participation with programs utilizing 25% to 75% of the available space; however staffing is at 100% capacity for almost all services. Note that in 2009 the JCC will have a new

⁶ Staffing and facility capacity have been evaluated by each agency in terms of their ability to meet the perceived needs of their clients for various services. 100% staffing capacity, for example, means that the agency is currently using all of the staff resources it has available for the service or program. 25% space capacity would mean that the program has the facility capacity to increase programming by 75%.

location in south-east Palo Alto and with it increased capacity for both staffing and program.

City of Palo Alto

Services: The City of Palo Alto offers few programs focused at older adults. It runs a golf course with “senior” reduced fees, a senior softball league, and the Senior New Year’s Eve Day Bash. Of course, the City also offers a very rich scope of activities and services for adults of all ages including thousands of acres of parks and trails, branch and full service libraries, theaters, community and interpretive centers, aquatic facilities and a full range of art and recreational classes and special events. Palo Alto also provides a shuttle service that offers no-cost transportation on specified routes. Palo Alto does grant, through its Human Services Resource Allocation Program, approximately \$500,000 to nonprofit agencies providing older adult services, with Avenidas receiving the largest share.

Budget: Funds committed by the City for senior programming is approximately \$550,000.

Capacity: Use and staffing capacities range between 50% and 100% depending on the program, with library services are running at full capacity in both staffing and facility levels.

Community Association for Rehabilitation (CAR)

Services: Located in South Palo Alto, CAR is one of the few local providers of aquatic therapy for older adults.

Budget: The total budget dedicated to older adults is \$414,000.

Capacity: Space and staffing are not at capacity, but the program continues to grow.

La Comida De California, Inc.

Services: La Comida serves over 130 noon time meals to seniors on a daily basis.

Budget: Total budget is \$235,000.

Capacity: Capacity for space and staffing is maxed out, but the need is increasing.

Palo Alto Adult School

Services: The Adult School offers a mix of classes of adults ranging from creative arts, languages, computer instruction, and health and fitness. It does offer older adults exercise classes in assisted living situations.

Budget: The total budget for older adult programming is \$67,000.

Capacity: The program is at capacity for staffing level, but has a small amount of space capacity within its personal interest classes.

Palo Alto Family YMCA

Services: While not offering personal interest classes, the program does offer health and fitness activities, personal health services, special events, lectures, food and nutrition programs, social clubs and a therapeutic exercise program.

Budget: Both space and staffing capacity is about 50% and participation is increasing in all programs.

Capacity: Total budget dedicated for older adults is \$1.8 million.

* * * * *

Meeting Future Needs

Defining the Challenge

The conclusions found in this paper are not solutions, but suggestions on how to move forward and perhaps build upon our existing strengths to provide an environment that will meet the concerns and allow all Palo Altans the opportunity to “Age Well”.

The prominent findings of this study are as follows:

Most Boomers want to live independently as they age and the concept of a “senior friendly” environment, especially with regards to mobility, is very important.

Fortunately, some areas of Palo Alto have neighborhoods that are relatively “walk-able”, but to be truly “senior-friendly”, public and private sectors should explore alternative methods for transportation that allow independence without the use of automobiles. Improved, more flexible and more convenient public transit should be developed to give older drivers viable alternatives to their own car – and to reduce the number of cars on the roads.

Some suggested strategies to help prepare for this scenario:

- Actively promote alternative means of transportation including wider City and Stanford University shuttle routes; volunteer drivers; and shared transportation resources.
- Design infrastructure improvements that support safe use of alternative modes of transportation including pedestrian, bicycle, electric carts, and shuttles. Some examples include replacing old street signs with new, larger signs with larger fonts, widening sidewalks, more defined lane dividers, and creating well-marked pedestrian crossings.
- Provide a network of transportation services that meet older adult needs, such as linking the City’s shuttle service to current and future forms of transit.
- Encourage the location of essential services such as grocery stores and pharmacies in neighborhoods, within walking distance.

A desire to be engaged in community and social activities and have a variety of learning opportunities are strong factors in the way our Boomers want to live out their lives.

The need for continuing educational and cultural activities will increase over time. In the next 5-10 years, the greatest demand will be for “lifestyle” activities and services: educational programs; fitness activities; and leisure and travel programs. Many local organizations that offer these programs exist now and have the capacity for some growth. But it will take a concerted community effort to meet the increased demand at affordable cost.

Some suggested strategies to help prepare for this scenario:

- Assemble a task force to assess the need for new and augmented facilities to meet future programming needs.
- Provide information that’s easily found about City and community life-long learning resources.
- Encourage a variety of affordable, culturally appropriate and language diverse learning opportunities.
- Co-mingle public facilities with commercial locations to provide easier access to services and products.
- Facilitate dialogue between all local public and non-profit entities to provide programs for a variety of learning abilities and delivery methods.
- Provide activities and facilities that foster contact with all segments of the population like intergenerational centers or library/community center combinations.

Palo Alto Boomers want to stay involved either through volunteerism or continued part or full-time employment.

Boomers, either to stay socially connected and engaged or to augment retirement funds, have clearly articulated the desire for volunteer and employment opportunities. Some have implied that a new career is not out of the question, and the idea of mixing work, leisure and education has been a prominent theme emerging from our discussions and survey data. The importance of this resource cannot be taken lightly. With change comes opportunity, and it will be important to find ways to expand the contributions of older adults in later life.

This human resource is untapped and, if used correctly, it can be a force for social good.

Some suggested strategies to help prepare for this scenario:

- Promote, through new policies and education, the elimination of age discrimination in the workplace.
- Actively encourage older adult involvement in elected and appointed office and in policy development and advocacy. For example, use someone like former Mayor Jim Burch as an excellent role model for community involvement during ones' latter years.
- Create a job database and listing of employment and employment training opportunities for older adults in city and community publications.
- Develop employment policies designed to retain and recruit older adults. These policies should recognize the flexibility and independence Boomers are seeking in their lives.
- Provide incentives to businesses and organizations who promote policies to hire and retain older workers and volunteers.

Most Palo Alto Boomers want to remain in Palo Alto for the remaining years of their lives.

Boomers will live longer and remain in their homes longer, and as they approach the "old-old" stage of life, the demand in programs will shift to supportive services including in-home care, practical help, transportation alternatives, and assisted living.

Some suggested strategies to help prepare for this scenario:

- Review of the Comprehensive Plan to identify possible solutions to close the gap in housing supply and demand, including the type of housing required, affordability of ownership and rentals, and locations that could provide easily accessible services (within walking distance).
- Provide funding mechanisms for affordable home renovation and repair programs for low income senior households.
- Continue to provide training and technical assistance to City building inspectors on accessibility requirements.

- Encourage the development of universal, accessible, user-friendly housing.

Palo Alto Boomers want to remain physically and mentally active well into their elder years.

The concept of being socially and physically active and involved in one's community can only work if the individual is healthy and fit enough to participate. Medical costs continue to escalate, and it can only benefit our community if older adults are proactive about their fitness and mental wellbeing.

Some suggested strategies to help prepare for this scenario:

- Provide expanded opportunities and facilities for recreation related activities for all levels of fitness, age and disabilities.
- Increase the distribution points for fresh produce and wholesome food products.
- Increase the capacity to support hunger and nutritional programs for older adults.

Meeting the Challenge

The challenge before us is three-fold:

- How do we develop a plan that readies our community to support the dramatic shift the number of older people, especially as Baby Boomers enter into the latter phases of life?
- Can new resources be found or existing resources be redistributed to better handle the anticipated impacts?
- How do we, as a community, make the best use of the intellectual and labor resource that will come with the aging of Palo Alto?

It is this Task Force's recommendation that our community undertake the development of a strategic plan for aging in Palo Alto. The plan should focus on achievable and meaningful near and long-term strategies to ease the impacts of the population shift as well as discover ways to use the opportunities that come with it.

Although City of Palo Alto staff, in partnership with the Task Force of service providers, initiated this study, it will take a concerted effort from elected and appointed officials, service providers, community leaders, the business community and older adults themselves to find the solutions that work for the entire community. Addressing these challenges will require leadership and vision and it is the hope of the Task Force that this brief analysis will prompt our community towards building its strengths thus providing an environment that will allow all Palo Altans to “Age Well”.

* * * * *

Acknowledgements

The Task Force

This analysis was initiated by the Community Services Department of the City of Palo Alto and was undertaken by a Task Force of community leaders and service provider agencies.

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City of Palo Alto
 Community Services Department
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Community Association for Rehabilitation
Council On Aging Silicon Valley
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Page Mill YMCA
Palo Alto Adult School
Palo Alto Family YMCA
Parks and Recreation Commission
Stevenson House
50 Plus Fitness Association

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Resources

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Selected from CCAC Community Needs Subcommittee Minutes, October 24, 2012:
(slight revisions from Community Needs Subcommittee Report to CCAC, October 4, 2012)

Vision: How to Best Utilize the Cubberley Site and Honor the City's Interests and the District's Interests Beyond 5 Years

The time frame and professional support allocated to the CCAC are inadequate to allow for the comprehensive study needed for a detailed recommendation. However, the Community Needs Subcommittee believes that we have enough information to work towards creation of a viable plan over the next 5 years for the community interests on the Cubberley site while respecting the needs for flexibility for the District to open and operate a comprehensive high school or other schools as they are needed.

The Community Needs Subcommittee Believes:

1. The Community values the services and opportunities currently available at the Cubberley Community Center.
2. The Community values the high quality schools in our District and wants to make them even better.
3. It is possible and desirable to plan a Cubberley campus that would support an ongoing Community Center and allow for the eventual design and construction of a school or schools to meet PAUSD's needs as they develop.
4. A more efficient use of the space in the future would allow more efficient use of the space as both City and District needs grow. This is the last large under-developed publicly owned space in town and it must be used wisely.
5. The redesigned Cubberley campus should be
 - Multi-generational with programs from preschool through seniors
 - Multi-cultural to reflect, meet the needs of, and provide a gathering place for our growing and increasingly diverse population
 - Multi-disciplinary to support programs such as sports, health, music, art, dance, science, and technology throughout our community
 - Lively and fun
 - Flexible for the changing needs of the City and the School District.
6. The creative and productive synergy provided by co-locating community and school district use at Cubberley would more than make up for a smaller footprint for a school.
7. Short term savings cannot be allowed to prevent seeking the best long term solution for this site.
8. This community has the imagination and drive to surmount the many hurdles ahead to achieve this vision.

Additional points:

Potential New Services at Cubberley

- Avenidas has proposed a potential Senior Wellness Program including new classes and programs plus the current Stroke and Cardiovascular Programs. They also suggested a new therapeutic pool to replace Abilities United's aging facility.
- Bathrooms adjacent to fields.
- More services for seniors.
- Multi-age eating area.
- Reading room.
- Display space for artists of all ages.
- Farmers' market including cooking demonstrations and cultural shows.
- Wheelchair-accessible trail surrounding fields with occasional trees, benches, par course items, or children's play structures (similar to Greer Park). Eventually link to trails in Mitchell Park.

•

Priorities for Selecting Future Tenants at Cubberley

- Tenants should be selected depending on how well they fulfill our vision of a community center that is multi-generational, multi-cultural, multi-disciplinary, lively and fun, and flexible for changing needs
- Decisions between similar users should be made with input from outside judges. The juried selection process developed for selecting artists could be a good model.

**Facilities
Subcommittee
Documents**

Problem Statement

Facilities Subcommittee

Presented 10/3/12

Short Term

1. PAUSD needs revenue that the City is challenged to afford under current budgetary constraints.
2. Significant infrastructure costs have been deferred and will start catching up with us.
3. It is unclear whether we can fill vacancies left by Foothill College (3 years out). If not, red flag re: lost revenue (~ \$1 million).
4. The City needs to start planning in the short term for continuation of services with likelihood of at least some future lost space.
5. Negotiation of a lease and/or covenant in the short term should reflect commitments to current and medium term upkeep and future cooperation.

Overarching Medium and Long Term

1. The District is clear about its desire to reclaim some, and ultimately all, of the Cubberley site for school use, while the City lacks sufficient other real estate to accommodate the services currently provided at Cubberley.
2. **The current architectural use of the site is extremely inefficient. The ratio of usable space to circulation space is very poor and to maintain these buildings in the current configuration for whatever use is a great waste of valuable land.**
3. Cubberley offers a tremendous opportunity to design visionary programming and facilities that can bring our community together, serving students, families and neighbors for years to come. **Delaying or foregoing plans for such a resource carries substantial opportunity costs that should not be underestimated.**
4. This is the last sizable space in the city for redevelopment and to maximize its flexibility and use, **the practicality of multi-story facilities should be considered.**
5. District uncertainty about the type of facilities needed, (full high school or not, middle school or not, elementary school or not) as well as the chance they'll want to use existing structures, **creates a barrier to planning for investment in new construction at Cubberley for either community or shared use.**
 - **If reuse of existing facilities is a realistic option for the PAUSD, scraping space before then for community or shared use could severely limit District flexibility or increase costs for future school use.**
6. **Sharing space between community needs and school use offers many advantages for both parties, but also poses some significant facilities challenges, including:**
 - **Inconsistent architectural standards**

- Incompatibilities
- Security issues
- Scheduling issues
- Parking
- Traffic demand management (bus, car, bicycle and pedestrian)

7. To the extent community services are displaced, what off-site locations can be repurposed for community use?

Medium Term

1. Significant additional infrastructure investments would be required to extend the life of current buildings (bare minimum requirements have been identified by IBRC).
2. PAUSD may need some portion of the site, while community needs persist. Can use of the site be sufficiently maximized to meet both needs?
3. **Under both 2 and 3, above, how will support facility needs change (e.g., safe and convenient access and parking for all modes of transportation: automobile, bicycle, pedestrian and transit, restrooms, etc.)?**

Long Term

1. Even with significant shared use of current facilities, a comprehensive high school would likely conflict with community use of the site.
2. Field and gym use will be particularly impacted, even with new construction – you can't build up for those facilities.
3. Shared use with a high school of any size will dramatically increase the need for support facilities (parking, safe automobile, bicycle, pedestrian and transit access, food services, etc.).
4. Given fluctuations in enrollment and community needs, any new facilities will have to accommodate flexible programming/use.
5. Given high demand on the site, any construction will require careful planning of transitions.

MORE THOUGHTS RE CUBBERLEY FACILITIES

General

Facilities are places where programs and services occur.

The program/service needs should drive the requirement for facilities.

Facilities may be specialized -e.g. a swimming pool, or general purpose--e.g. a multipurpose room. Facilities often serve several purposes even though they are somewhat specialized--e.g., a theater may be suitable for music, lectures, drama, but not ballroom dancing or exercise. A multipurpose room with a simple stage may serve for all of these events in a more limited way.

Facilities require financial support by the sponsoring organization--for staff, utilities, operations, and maintenance, as well as for original construction and furnishing. The cost elements of a particular program/service at a multipurpose facility sometimes are buried within overall facility costs, so that the true program/service cost is not readily available. The overall cost of a program/service at a specialized facility often is more readily discernable.

City of Palo Alto (CPA) Comprehensive Plan: Community Services Element

Programs, and the facilities to support them, should conform to the CPA comprehensive plan when possible. Palo Alto policy has been to provide geographical diversity of services. Currently there are three CPA facilities comprising a network of community centers--Lucie Stern in northern Palo Alto, a small community center adjacent to the Mitchell Park Library (center and library currently being reconstructed, center size about 15,000 sq. ft. including courtyard), and a much larger Cubberley Community Center in southern Palo Alto (buildings alone about 176,000 ft. sq.).

Chapter 6 of the CPA Comprehensive Plan is titled Community Services and Facilities. A background report ["Community Services Background Report", dated 7/21/09] was intended to amend that portion of the Comprehensive Plan. Following issuance of the background report, a series of community service element stakeholder meetings were held. Five (5) summaries of those meetings are available on the CPA website. As a result, recent changes were made to Chapter 6 [Reference: CSE Narratives, Chapter. 6, 30 pages].

Chapter 6 covers schools, libraries, parks, community facilities, performing and cultural centers, as well as police and fire services and facilities. Services/programs for all include recreation, lifelong learning, and arts. Services and programs for specialized populations--children, youth, seniors, and disabled--also are covered. For example, in the prior plan, Policy C-22 called for flexible functions at community facilities. Policy C-24 covered reinvesting in aging facilities and avoiding

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deferred maintenance. Program C-19, in support of C-24, covered improvement plans at facilities, including a Cubberley Master Plan. The new version of Chapter 6 reorganizes the policies and programs, but covers the same elements.

Page 16 of the 7/21/09 Background Report notes some important challenges that do or could apply to the Cubberley site, abstracted below:

- ◆ The Cubberley Community Center is largely owned by the PAUSD and is therefore dependent on PAUSD needs.
- ◆ The Parks and Recreation Department has identified a lack of sufficient playing fields. The need for playing fields is highest on weekdays between 3pm and 6pm, and on weekends.
- ◆ Gym space and daycare center capacity are inadequate to meet existing demand.
- ◆ The Community Services Department needs to develop improved cost-recovery strategies to reduce the draw on the general fund for programs and services.

Note: Efforts have been made here in recent years to increase cost-recovery, including some policy priorities, I think. Check with Rob deGeus for elaboration.

- ◆ The City will need to respond to the unique recreation needs of the aging Baby Boomer Generation.

The needed facilities spelled out are: playing fields, gym space, and daycare center. The recreation needs of the aging population are not spelled out--typically they might include simple exercise classes and yoga, swimming, dancing, light recreational activity like Ping-Pong, billiards, shuffleboards, bocce ball and horseshoe courts, etc. Some of the aging population also needs mental stimulation--that can be provided by lectures, films/broadcasts, computer classes, social network classes, and other adult education. Some of these needs are currently supplied by Avenidas (partially supported by CPA) at its center in downtown Palo Alto. Most of the aging population recreation/stimulation needs could be provided in large or small multipurpose rooms, gyms, classrooms, lecture halls, auditoriums, and well-equipped audio-visual rooms. Services that include arts and crafts might require specialized equipment in dedicated rooms--pottery making, kilns, machine and shop tools for wood and metal sculpture, jewelry making, painting, such as at Little House in Menlo Park, or as currently exist in some of the Cubberley individual art studios.

In addition to the needs identified in the Background Report, the Cubberley

Community Advisory Committee (CCAC) recently heard directly from the community regarding its needs. CCAC held a public forum on 11/8/2012 to provide an update on its progress, and to invite community responses. The facilities, where vocal community groups reported shortages, were: playing fields, gym space, and childcare. These shortages have not yet been analyzed or quantified adequately to direct program planning. Speakers at the forum also supported a continuing need for existing art, music, and dance programs. Again, a full analysis or quantification is lacking. One non-resident pointed out that she, and other non-residents who used Cubberley and other community facilities, supported the CPA economy via dining and shopping in Palo Alto.

CCAC also had community response at the 11/14/2012 CCAC meeting. Five (5) cooperating community groups requested a wellness center that would house and integrate their separate programs--Cardiac Therapy Foundation [medically supervised rehabilitation and information programs, Peninsula Stroke Association, REACH (Foothill program for post-stroke recovery), Abilities United (formerly CAR) [aquatic rehabilitation/therapy at the Betty Wright Swim Center], and Avenidas (needs more space for health and wellness programs for older adults and seniors).

In addition to Chapter 6 of the CPA Comprehensive Plan, and the Background Report to amend it, the Land Use and Transportation Elements of the Comprehensive Plan also provide some policies and programs that relate to community centers and services:

POLICY L-61:

Promote the use of community and cultural centers, libraries, local schools, parks, and other community facilities as gathering places. Ensure that they are inviting and safe places that can deliver a variety of community services during both daytime and evening hours.

PROGRAM L-68:

To help satisfy present and future community use needs, coordinate with the School District to educate the public about and to plan for the future use of school sites, including providing space for public gathering places for neighborhoods lacking space.

POLICY L-64:

Seek potential new sites for art and cultural facilities, public spaces, open space, and community gardens that encourage and support pedestrian and bicycle travel and person-to-person contact, particularly in neighborhoods that lack these amenities.

POLICY T-14:

Improve pedestrian and bicycle access to and between local destinations, including public facilities, schools, parks, open space, employment districts,

shopping centers, and multi-modal transit stations.

Cubberley Community Center

Cubberley, as a former high school site leased and owned by CPA, was not designed or built as a community center. Consequently its existing facilities do not ideally conform to, or readily support, community services desired and envisioned in CPA's comprehensive plan and its proposed amendment. Likewise, some existing programs/services at Cubberley may not conform to the CPA Comprehensive Plan/Amendment, but merely help support overall costs of the Cubberley Community Center. For example, California Law Review is a for-profit tenant, offering specialized classes not intended for the general community. Additionally, Cubberley lacks some facilities present in many community centers--e.g. a pool, a café, an exterior or interior courtyard with seating --that limit the services/programs that could be offered.

A Master plan for a Community Center at the Cubberley site (1/30/91) was developed. It covered the entire site--city owned as well as spaces and facilities leased by CPA. It utilized neighborhoods to provide services. Neighborhoods included were: athletics, childcare, dancers, education, hourly meeting facilities, music and theater, non-profit/community organizations, recreation (expanded MP, distinct from Gyms under athletics), visual art, and administration and gallery/café. Some of the items in the master plan were not implemented, or were moved to spaces other than originally planned.

Most of the buildings and other facilities (track, fields, etc.) at the Cubberley site were completed by 1955. Some additional buildings (Pavilion, Theater, and others) were added in the early 1960s. The site was built to then-existing school standards. In general, the structures have stood up well during the past 57 years, by replacing and repairing roofs, etc., although it becomes increasingly expensive to maintain the structures. Modifications of structures for child-care services added after the site became a community center appear to have been built to lower, more temporary, standards.

The facilities, while usable to support some community services and programs, cannot be considered modern. For example, air conditioning is generally lacking throughout the site. Wired internet access is not available throughout the site. Some classrooms and lecture halls now used by Foothill College have been upgraded with more up-to-date audio-visual equipment than originally existed, but such improvements are inconsistent.

The Cubberley site is inefficiently used by modern standards. Existing buildings are mostly single story, per the 1950's model of Palo Alto school architecture. The building layout results in long distances between some buildings, and is inconvenient for a Community Center. Some very long covered walkways give a foreboding tunnel effect.

Figure 1 (*Brian's pie chart, and listing of square footage of items*) shows the overall space utilization. Existing buildings take up 175,500 sq. ft. (4.0 acres) of space, with circulation (covered walkways) taking up another 116,148 sq. ft., (2.7 acres). This 60/40 ratio is quite inefficient. Site open areas (spaces between and around buildings, amphitheater, etc.) take up 426,897 sq. ft. (9.8 acres), while 750 parking spaces take up 239,755 sq. ft. (5.5 acres) of the 35 total acres. The site also supports a football field/track, large playing fields for baseball, soccer, etc. and 6 tennis courts. The fields take up 566,280 sq. ft. (13.0 acres). The space use is very inefficient.

The city portion of the site (8 acres) is 348,480 sq. ft. Note that if all the building's footprint areas were consolidated into one area, it would cover only 50% of the city portion. Even if the building areas and walkways were consolidated into one area (291,648 sq. ft.), it would only cover 84% of the city portion. Clearly, CPA could build a 2-story (or higher) new community center on less than half of its 8 acres.

Likewise, PAUSD could easily fit a comprehensive high school onto the remaining 27 acres, by more efficient use of the site. As one example, the parking spaces could be placed under the playing fields and tennis courts, freeing up 5.5 acres, effectively increasing the site to 32.5 acres, even while continuing to use inefficient single story classroom buildings.

PAUSD asserts that for its anticipated PAUSD asserts that for its anticipated future needs of one or more schools at Cubberley, many of the existing buildings and other facilities could be directly reused, or modified for reuse, rather than scraped to the ground and built new. This view is not widely shared, nor consistent with technologically facilitated pedagogy. Obviously, room equipment such as smart boards, computers, wired or wireless internet access, etc. would need to be added for any future use, but basic building shells and interior structures might mostly be retained.

Services/Programs at Cubberley Community Center

The neighborhoods/services envisioned in the Cubberley Community Center Master Plan remain a good starting point to identify facilities for a Community Center in the near, mid, or far terms. Likewise, additional services/programs identified by the Community Needs and School Needs Subcommittees can help identify additional facilities that ought to be considered for the overall CPA/PAUSD Cubberley site.

All the facilities on the overall site should be shared to the maximum extent possible consistent with the separate needs of CPA for a community center and PAUSD for one or more schools. Sharing (new construction, operations, and maintenance) will result in the lowest overall cost to the residents of Palo Alto who support both CPA and PAUSD via taxes and fees.

Community and school services/programs can be provided in proactive or reactive modes. In proactive modes, most services are well defined, with identified budgets (or shares of the budget), priorities, locations, and responsibilities for execution. In reactive modes, many services are provided in response to events and citizen demands. The proactive mode tends to prevail for many school services/programs, whereas the reactive mode tends to prevail for many community services and programs. School districts necessarily provide a well-established, more focused, highly structured, and usually slowly changing set of educational services. Additionally those services must comply with state regulations and restrictions, and the accompanying bureaucracies and inertia. Community services are generally freer of state regulation and communities are more flexible than school districts in providing the type, quantity, and quality of services/programs. An advantage of the reactive mode is its flexibility and quicker adaptation to inevitable changes in needs and demands for services. A disadvantage of the reactive mode is that priorities among services often are not set. Then, when resources (funds, personnel, facilities) are reduced, cut entirely, or insufficient for competing demands among services, it becomes politically difficult to reduce, eliminate, or reallocate services. This has been true for California in recent years (closing parks, cutting school budgets, reducing CHP staff, deferring maintenance, etc.), as well as for CPA.

In identifying the future desired services/programs (and therefore the supporting facilities needed) at Cubberley, both CPA and PAUSD face problems of uncertainty and prioritization, in different ways. They also face funding problems for ongoing operations, and will need to have voters pass bonds for large-scale improvements at Cubberley.

PAUSD Challenges

PAUSD faces considerable uncertainty about what services/programs a high school of the future (about 2030) will provide, what kinds of students it will serve, and what should be the priorities. Certainly PAUSD will continue to offer the core academic subjects. Certain other services may be provided as well. First, there may be increasing demand for music, dance, performing arts, fine arts, and crafts often encountered in economically well-off, highly educated, largely professional areas like Palo Alto. Second, PAUSD may also have demand from Silicon Valley parents involved in science, engineering, industry, and business, for modern versions of vocationally oriented classes--such as software programming/web site design/blog construction rather than drafting; material sciences laboratories/preparation rather than casting/foundry/glassblowing; and electronic design/assembly/testing rather than machine-shop/woodshop/car maintenance and repair. There may be demand for radio/television/web broadcasting design, delivery, and operations in addition to school newspaper experience. Third, part of this demand will be driven by the perceived employment opportunities for some graduating students who do not go directly to college/university. The New Technology High School in Napa CA is a role model for the vocational types of services, and is in partnership in many ways with the surrounding business community. Fourth, PAUSD, known as a high-

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performance academic district, may face a demand for less stressful academic tracks than those for college-bound students enrolling in advanced-placement courses. PAUSD is already trying to cope with stress-related student suicides (CPA participates in Project Safety Net directed at teen suicides). Note that the ABAG projections for growth of Palo Alto do not imply that all the growth will be for high-performing students from high-income parents. Fifth, especially for high school and perhaps even for junior high schools, technology advances such as remote computing, simple online courses, and even massive open online courses (MOOC) likely will affect schools of the future. The advances will impact the size and quality of teacher staff, the need for information technology support staff and equipment, very likely the size of classrooms and their technology, etc. It is possible that the physical space needed for a future high school could be much smaller than at Palo Alto HS or Gunn HS, if students take courses at home or in other remote locations, and merely show up for in-class tests or not at all.

Of course, even for the possible reduced size scenario, there will remain a need at schools for space for the non-academic side of middle and/or high-school--socialization, personal interaction, formation and interaction with small and large groups, etc. This cannot readily be quantified into facilities other than general gathering space and places where students can meet, interact, and work out their own problems and concerns. Spaces such as patios, courtyards, and hallways, gymnasiums, locker rooms, and sports/recreation areas will still be needed, even for a small future school.

As a result of these uncertainties, and the eventual prioritization needed to select services/programs while meeting budget constraints, PAUSD may want a different type of high school (and/or middle school) at Cubberley than now exists elsewhere in Palo Alto.

The impact of this uncertainty on shared facilities at Cubberley is somewhat clearer. If PAUSD decides to provide music, etc., then facilities for music, dance, performing arts, and perhaps fine arts and crafts, potentially can be shared during non-school hours. Many of these are now provided at the Cubberley Community Center (on a non-shared basis). Also, if CPA supports individual musicians, dance teachers and troupes, performing artists, fine artists, craftspeople (weavers, potters, glass artists, etc.) through below-market rentals of shared space, potentially PAUSD might utilize those individuals to teach, help teach, or demonstrate, those skills to students, supplementing its own teaching staff in an economical way.

If PAUSD decides to offer more vocationally oriented classes, sharing would be more difficult, but not impossible. That is because vocationally oriented classes tend to require specialized facilities, which are both less usable by the general community, and often require active supervision while in use. This implies higher user fees, and limited times due to availability of qualified supervisors. However, should PAUSD pursue this route, it might well be able to partner with local Silicon Valley firms for donated equipment, personnel to train students (and teachers), supervision, etc.

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Partnering business firms would benefit from tax write-offs for donated equipment, direct access to qualified graduates, and good public relations. Such partnering again would be an economical way to supplement teaching staff.

Despite those challenges, PAUSD stands to benefit from financial and programmatic efficiencies by planning now for future shared use of the Cubberley site. Acreage is more than adequate to accommodate any future school use along with some community service presence.

CPA Challenges

In addition to the challenges listed earlier (see section City of Palo Alto Services/Programs), there are uncertain demographic factors. ABAG projections show CPA should expect significant population growth. PAUSD is estimating a 2% annual growth rate in student population out to 2030. The implication is that there will be a similar growth in overall population in CPA of 43 % by then (i.e., 1.02^{18}). It is anticipated there will be a proportional growth in demand for services and programs throughout CPA. However, most of this population growth is expected in southern Palo Alto, based on what has occurred in recent years. Therefore the demand for additional services at a local community center, i.e. Cubberley, may easily exceed 50 % by 2030.

Another challenge is the lack of available land for more community services and programs. Palo Alto is largely built out, with little land available to CPA (or PAUSD) short of eminent domain proceedings. Indeed most of the recent population growth in Palo Alto has been in high-density residential developments (apartments, condos). A recent example is the Echelon development in the Charleston corridor. The 8 acres currently owned by CPA at the Cubberley site is probably the last large parcel of real estate left within the city limits for community services, short of converting existing parks and municipal facilities to that purpose.

Another challenge is revenue to support services/programs. CPA is already struggling to meet its budget. It is uncertain whether the projected growth in population will result in sufficient revenue growth to support growth-related expansion of existing services/programs at their present quantity and quality level, much less support additional services such as the senior recreation/stimulation needs or a wellness center.

Another challenge/uncertainty lies in recently proposed major development plans near downtown Palo Alto in exchange for a new municipal theater or possibly a municipal services center. This proposal would affect the need for a full theater facility at Cubberley, and/or revenue needed to pay infrastructure improvement bonds.

Joint Challenge

Both CPA and PAUSD will need to issue bonds for capital construction and maintenance of future facilities at Cubberley. Voter approval is far more likely if PAUSD and CPA cooperate and share the Cubberley site, demonstrating to voters that strong efforts have been made to provide the needed and desired services/programs, while minimizing overall costs for construction, maintenance, and operation.

Opportunities

The challenges provide opportunities. PAUSD has an opportunity to build a modern junior and/or high school on the Cubberley site. It has an opportunity to partner with CPA and other community organizations to minimize costs and improve instruction, as well as to be seen as more reactive and responsive to community needs. CPA has an opportunity to build a modern community center on the Cubberley site, while being more involved in meeting PAUSD needs. It also has an opportunity to be more proactive in identifying its policies and priorities for guiding current and future community services and programs.

Other opportunities arise for both PAUSD and CPA for more involvement with Stanford University. Stanford is not an explicit participant in considering the Cubberley site, but it certainly is an implicit one. Many of the PAUSD students come via Stanford staff and married students. Although Stanford has the greatest impact on nearby schools, such as Palo Alto H.S., its staff and students are spread all over Palo Alto, and development of the Cubberley site will affect them. Stanford can certainly inform PAUSD regarding anticipated technology and teaching changes that will affect future schools. Likewise recent newly constructed facilities at Stanford can inform the process of designing, constructing, and equipping school facilities at Cubberley, once the needs have been established. PAUSD already deals with Stanford regarding school sites and locations, and this arrangement could be expanded to help inform the process for the Cubberley site. Likewise, CPA can utilize the anticipated technology, and examples of facilities, for a future community center at Cubberley, as well as for some currently planned infrastructure improvements. One opportunity for Stanford University with CPA arises from Stanford Hospital being a premier hospital in terms of medical care. However, after patients are discharged, they often require extended rehabilitation and ongoing wellness services. Many of those patients live in Palo Alto and surrounding areas. Construction of a Wellness and Health Center at the Cubberley Community Center would facilitate patient recovery, while permitting Stanford Hospital and Health Services to readily follow up on long-term benefits of the treatments received by local patients. The new Affordable Health Care Act ("Obama Care") likely will push all medical delivery systems in this direction.

Impact on Facilities desired at Cubberley site

It is clear that CPA and PAUSD will need facilities at the Cubberley site by about 2030, and perhaps sooner. Each entity will need facilities dedicated to its

Revised 11/16/2012 per Subcommittee review and Comments

own use. There is good potential for shared facilities as well, that could result in reduced operating costs and need for construction bonds for both CPA and PAUSD. The sharing may be done by time separation (TS--e.g. after school hours, or scheduled public use during school hours), or may be simultaneous (depending on PAUSD security needs for students).

Outlined below are some of the expected shared and sole use facilities, based on existing services/programs in PAUSD high schools and at Cubberley Community Center, along with some possible future services/programs discussed above. The internal equipment within the facility--computers, audio-visual equipment, smart boards, monitoring and surveillance equipment, etc. is not listed. It is anticipated that PAUSD computer systems, files, etc. would not be available to community users because of confidentiality and security concerns. However, scoreboards, timers and other equipment used for sports might be shared. In addition to facilities, costs for electrical and mechanical infrastructure, operation, and maintenance also could be shared.

Shared Use

- Parking (preferably underground)
- Maintenance yard (joint and adjacent sections)
- Equipment storage and Repair (joint and adjacent sections)
- Supplies delivery area/dock/storage area (joint and adjacent sections)
- Electric power, natural gas, water, fuel, sewage common entry/exit area
- Emergency electric power equipment
- Offices for maintenance and repair staff
- Kitchen
- Dining area (indoor and outdoor)
- Outdoor stadium and track (TS)
- Outdoor playing fields (TS)
- Tennis courts (TS)
- Restrooms for track, fields, courts (TS)
- School Gymnasiums (TS)
- Pool and aquatic facility (TS)
- Auditorium (TS)
- Theater (TS)
- Theater rehearsal/makeup/costume rooms (TS)
- Theater set storage, construction rooms (TS)
- Music Recital Room (TS)
- Music Practice Room (for band, orchestra) TS
- Dance Studio, if implemented (TS)
- Fine arts and craft spaces, if implemented TS
- Radio and television broadcast studios, if implemented (TS)
- Lecture rooms (TS)
- Language learning laboratories (TS)
- Some classrooms (TS)

Some audio-visual Rooms (TS)

In addition to facilities, it is anticipated that some staff could be shared as well, reducing overall operational costs for PAUSD and CPA. Staff that might be shared includes:

- Custodial
- Administrative
- Grounds and Maintenance
- Information Technology

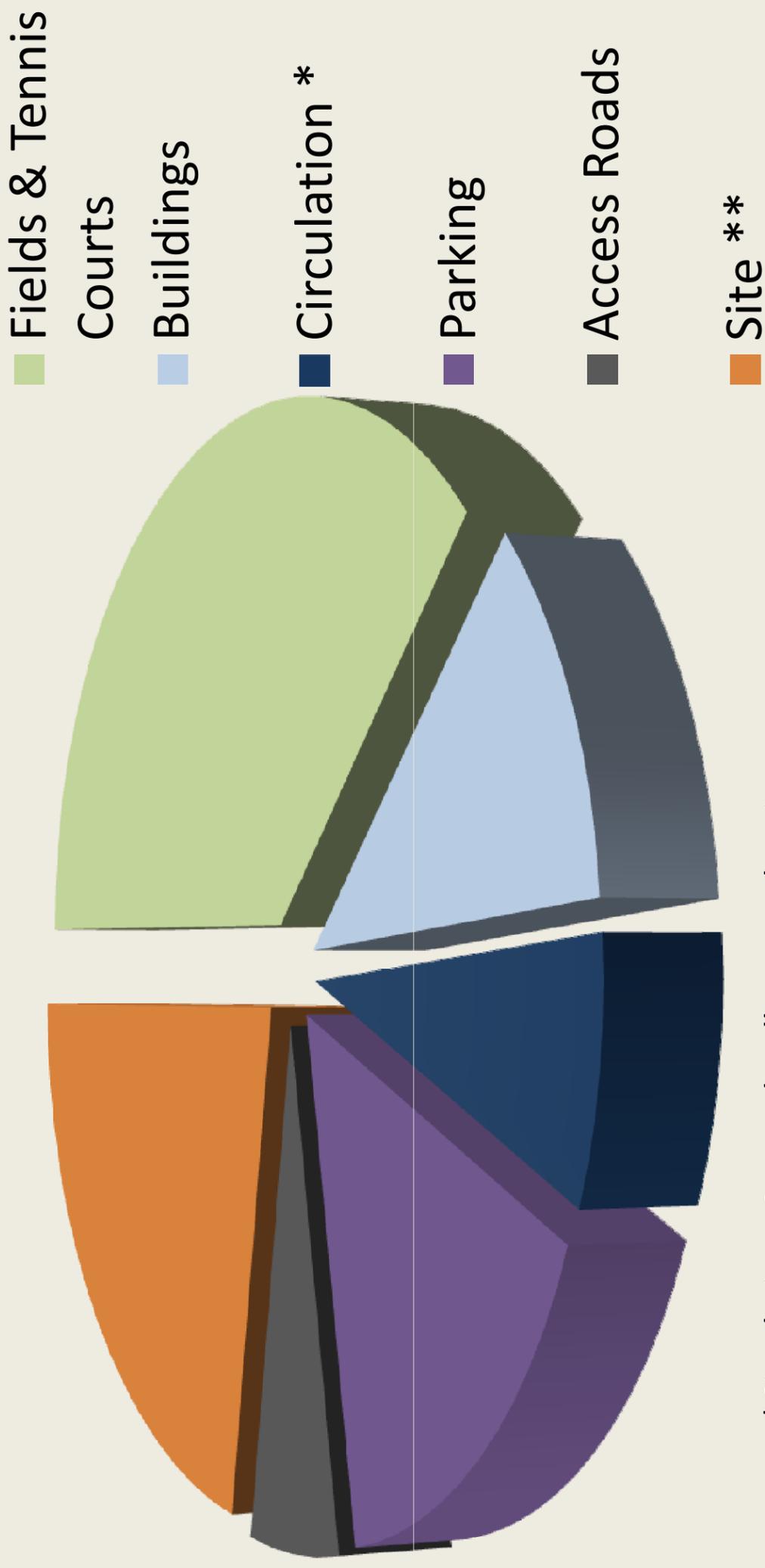
CPA Use

- Gymnasiums (2 or more)
- Individual Artist studios
- Dance studio(s)
- Pre-School Child Care
- Multipurpose rooms
- Meeting Rooms
- Ballroom
- Lecture Hall
- Auditorium
- Some classrooms
- CPA administration
- Health and Wellness Center

PAUSD Use

- PAUSD administration offices--Principal, vice principal, other staff
- Information technology center and offices for staff
- Many classrooms
- Lecture halls
- Study halls
- Gymnasium locker rooms
- Teacher's Offices
- Nurse/medical office
- Science Labs
- School Library
- Cafeteria
- Bicycle storage
- Student Lockers
- Student and Staff Restrooms

Cubberley Existing 35 Acrea Land Use



*Circulation : Covered walk, covered patios connecting buildings

**Site: Landscape, open court yards, amphitheater, outdoor main switchgear, etc.

**Finance
Subcommittee
Documents**

CCAC Finance Subcommittee Deliverable #1

Financial analysis of City and School District situation, especially as it relates to Cubberley revenues and expenses. Delivery date: October 1

Important Dates:

1955 – Cubberley is constructed

1979 – Cubberley closed as high school; PAUSD rents space to others

1987 – Utility User Tax is adopted by City voters

1989 – PAUSD leases the entire Cubberley facility to the City

2001 – City acquires ownership of 8 acres of Cubberley buildings in swap for developed property at Terman

December 2013 – Date by which City is to give notice if it does not intend to renew Cubberley lease for next 5 year option period (2014-2019)

August 2014 – Time at which City must submit to County Registrar of Voters ballot measure(s) to finance infrastructure improvements to be voted on at November General Election

The Lease and Covenant Not to Develop:

There are three components to the Lease and Covenant Not to Develop:

1. The lease of the Cubberley Facility – current cost in 2012-2013 = \$4.6 million
2. The Covenant Not to Develop – current cost in 2012-2013 = \$1.8 million
3. Payment for provision of space at each elementary school for child care – current cost in 2012-2013 = \$640 thousand; utilities for child care spaces – current cost in 2012-2013 = \$56 thousand

There is an annual CPI adjustment built into the document so that each component increases each year.

Cubberley Finances:

Aside from the lease payments, Cubberley has expenses for:

General operating maintenance:	\$430,000
Operations, not including mtce:	\$1,325,000

Cubberley generates revenues of:

Tenant leases	\$1,620,000
Hourly rentals	\$823,000
Office space rental by City	\$73,000

There is a net revenue from all these sources of approximately \$760,000.

According to figures in the IBRC report, the City pays the School District \$4/square foot in the Lease and Covenant Not to Develop and collects approximately \$1/square foot in rental revenue.

The City has identified a minimum of \$3.3 million of capital improvement costs over the next 5 year period:

1. \$1.4 million in mechanical/electrical (\$0 on City buildings)
2. \$1.1 million in electrical upgrades (\$750 thousand on City buildings)
3. \$1.0 million in roofing projects (\$375 on City buildings)

Long term, the City has identified \$18.8 million in infrastructure improvements that must be made at Cubberley. Of those, \$8.4 million is on City Buildings and \$10.4 is on School District Buildings. This would cover infrastructure improvements which would extend the life of the buildings for 25 years but most would need to be accomplished within 10 years. These improvements have not yet been funded.

Foothill College, the longest term and largest tenant, is scheduled to move to a new Sunnyvale campus sometime within the term of the next lease option period. Foothill represents a significant portion of the current tenant lease income.

General Financial Conditions of City and School District

The School District has an operating budget of \$159 million. Of that, 6% or \$9 million is from lease revenue, \$7 million of which comes from the City. The operating budget contains three reserve funds:

1. The state-mandated "rainy day" fund
2. The basic aid fund; and
3. The budget cuts fund

Given recent actions by the State, the District has been using the budget cuts fund to balance its budgets. This fund is scheduled to be depleted in the 2013-2014 fiscal year. The School District is counting on robust increases in property tax revenue and the renewal of the Lease and Covenant Not to Develop to balance budgets for the 2014-2019 time frame.

The School District is anxious to hold onto the basic aid reserve because of persistent threats that the State will cut off the small amount of per pupil contribution that it sends to Palo Alto. This reserve would cover that gap for a number of years.

The School District is also concerned about the outcome of the November 2012 statewide election. There are two ballot measures which could significantly impact the finances of the District should either or both fail passage.

Major operating budget gaps are filled most often by school districts by going to the voters for approval of a parcel tax. The PAUSD last did so in 2010. Voters are currently paying approximately \$613 per parcel per year. There is a cost of living adjustment built into the current parcel tax so that it increases each year. The current parcel tax will expire in 2016.

The School District has no permanent capital improvement budget. Instead when it needs to make significant improvements to buildings or construct new buildings, it must go to the voters to win approval to issue General Obligation Bonds.

The current bond measure does not contain any funds that can be used to make major improvements at Cubberley as all of the secondary school funds have been expended or encumbered.

As for ongoing maintenance, the General Fund transfers 2.5% of its budget (\$4.1 million this year) to the District's routine maintenance fund. The District also has a planned maintenance budget, coming from bond funds, in the amount of \$2.1 million annually.

The City's \$152 million general fund budget currently and looking out to the future has a structural deficit. The Council balanced the 2012-2013 operating budget by instituting over \$2 million in structural deficit reductions, over \$3 million in one-time savings and by "borrowing" over \$300 thousand from reserves. Future projections do not paint a rosier picture. The property tax increases that so heavily benefit the School District make up a small percentage of the City's tax revenue. The Utility Users Tax which currently raises just short of \$11 million annually is flattening as people shift from use of land line phones to cell phones (on which no tax is currently collected). Sales tax revenue has increased recently but is very dependent upon economic conditions.

In the Capital Improvement budget, the IBRC identified a backlog of deferred maintenance projects on the order of \$40 million. The Commission also recommended that in order not to fall back into a backlog status, the City would need to budget \$32 million annually to keep current. The IBRC also identified approximately \$210 million in new infrastructure projects that need to be built. Neither Cubberley nor several other items the Council has discussed in recent times were included in this number.

Summary

There are potentially two remaining 5-year options on the Cubberley lease if mutually agreed upon by the City and the District. The deteriorating condition of some of the buildings and the need to invest in them are powerful factors in forcing the governmental agencies to clarify their mutual goals and interests in the property. The precarious nature of both agencies' budgets requires that capital investment in the Cubberley site be well-planned, deliberate and suited to a long-term vision for the site.

Attachments:

1. Graph showing the trendline of Utility User Tax
2. Graph showing growth of Property Tax
3. Spreadsheet of current Cubberley revenues/expenses and projected capital expenses
4. Spreadsheet of projected revenues and expenses for Cubberley

Rev. 10/1/2012

CCAC Finance Committee Deliverable #2

Cubberley Lease Report

I. Overview

This CCAC Finance Committee report reviews the existing agreement between the City of Palo Alto (City) and Palo Alto Unified School District (District) referred to as the Lease and Covenant Not to Develop (Cubberley Lease). Some background information and terms are reviewed followed by recommendations and considerations for actions going forward.

II. Lease Overview

The existing arrangement between the City of Palo Alto (City) and Palo Alto Unified School District (District) was put into place 1989 to address issues that were of concern to the Palo Alto community at that time. During the 1980s the District was selling off its parcels of land to raise capital to meet financial demands and the falling school enrollment seemed to support that trend. As land became more scarce, the community sought to prevent further District land sales fearing that future growth in student population would require additional schools and the increasing land scarcity would make that infeasible. The community developed a solution to the land sales, obtaining the District's agreement not to sell additional school properties and in turn the City would provide funds to aid in the District's financial problems. The City obtained funds to pay for the Cubberley Lease as well as other city improvements through a levied Utility Users Tax, to be collected by the City and paid to the District through the Lease and Covenant Not To Develop (Cubberley Lease).

The City and District agreed to enter into an agreement that is now the Lease and Covenant Not To Develop and contains the following major terms:

- 1) **Cubberley Lease Payment:** A City lease payment to the District for the use of the Cubberley property.
- 2) **Child Care Facility Lease Payment:** A City lease payment to the District for use of eleven (11) school facilities in order to provide child care services to the community.
- 3) **Covenant Not to Develop:** A City lease payment to the District in return for the District's commitment to not sell additional District owned land (including Ohlone, Garland, Greendell, JLS, and Jordan)
- 4) Lease payments are adjusted annually in line with Consumer Price Index changes.
- 5) The Lease and Covenant Not To Develop terms included one 15 year term (1/1/90-1/31/04), one City optional extension of 10 years (1/1/05-12/31/14) and two mutual optional 5 year extensions (1/1/14-12/31/18 and 1/1/19-12/31/23).

In 1998 the Cubberley Lease was amended to include an agreement to substitute two operating schools for the opening of one "covenanted" site. The list of Covenanted Sites was modified to exclude Ohlone and include Juana Briones and Walter Hays. The list of schools where child care was allowed by the City was expanded to include Ohlone and allowed for future expansion.

In 2002 the Cubberley Lease was amended to account for the land swap where 8 acres of the Cubberley site was deeded to the City in exchange for the District's reclamation of the Terman location and the Cubberley Lease Payment was accordingly reduced by \$23,490 per month. The list of Covenanted sites

was modified to exclude the Garland site and include Addison and El Carmelo sites. Also added at that time was a District Option to open a compact high school at the Cubberley site if necessary, agreeing to joint use of the gym, cafeteria, theatre, and fields with required 24 months notice.

At this time, the first of the two 5 year extensions is under consideration by both parties with a decision required by December 31, 2013.

III. Problem Statement

The following issues are a concern at this time regarding the above summarized lease.

1) District Needs

The District has developed a dependency on the lease payment funds, comprising now approximately 4.4% of the District's annual budget as revenue. These funds also constitute approximately 4.6% of the City's annual budget as an expense.

2) Covenant Not to Develop Now Obsolete

The lease includes a "Covenant Not To Develop" payment that was intended to safeguard District owned properties from being sold. It is the City's promise to pay the District in return for the District not selling its land. This is no longer an immediate issue as the school sites identified in the Covenant are now all in use.

3) Utility Users Tax

During the campaign to pass the Utility Users Tax, it was advertised to the public as a District financial benefit, creating a belief by the Palo Alto community that one of the major beneficiaries of the tax funds collected is the District.

4) Lease Payments per Consumer Price Index vs. Utility Users Tax Revenue

The Cubberley Lease calculates annual lease payment adjustments using the Consumer Price Index which has been steadily increasing over time. The Utility Users Tax revenue which depends on utility revenues and is used by the City for lease payments, has been leveling off and/or decreasing in recent years. This is an inconsistent correlation of income and expense for the City.

5) Future District Requirements are Vague

The District is vague on specific dates for future use although clear, using current projections, that at some time in the 10-15 year time frame the site or a portion thereof may be necessary for school use.

6) Future City Requirements are Vague

The City has not articulated clearly the community services necessary to remain on the Cubberley site and exactly how much of the site is required to support them.

IV. Lease Modification Options

The following recommendations for modifications to the lease are for the short term period, specifically related to the upcoming renewal of 5 year term (Jan 1, 2014 - Dec. 31, 2018). Mid-term and long-term recommendations are difficult to predict as they would pertain to the conditions and plans in place at that time.

Consideration should be given to renew the lease for 5 years to give the City and District time to plan for future renovations on the site. The following lease modifications may also be considered in the form of an addendum to the existing lease:

1. Recalculate the annual lease payments to align with the Utility Users Tax revenue trend rather than the Consumer Price Index.
2. Remove the Covenant Not To Develop payment as it is no longer pertinent to the current situation.
3. Have the District pay for its share of the projected capital improvements.
4. Have the District contribute to ongoing maintenance and repairs.
5. Increase the amount of child care space leased to the city on elementary schools sites along with a corresponding increase in child care facility lease payments.

CCAC Finance Committee Deliverable #3

Funding Options

1. Overview

This report summarizes funding options for the Palo Alto Unified School District (District) and the City of Palo Alto (City). Funding mechanisms are reviewed that are commonly used by the City and District along with a few others that might be potentials for future use. This is not a comprehensive review of all possible funding mechanisms. Three scenarios for the future of Cubberley facilities are proposed.

Funding mechanisms are methods used to generate revenue streams and/or raise capital. The use of the revenue and duration of the mechanism is determined at the time the mechanism is created and, in most cases, must be approved by voters. Income from the funding mechanisms can be used in basically two ways:

1) Ongoing revenue streams may be used directly to augment an operating budget or pay for supplemental services. Common funding mechanism examples of this type include parcel tax, property tax, utility taxes, etc.

2) Bonds are issued to raise large amounts of capital. In this case a new or existing revenue stream is designated to repay the bonds. Various restrictions apply. In most cases, capital raised is used for new development or capital improvements. Rule of thumb is that \$1m/year of revenue for 30 years generates between \$10m to \$15m of borrowed capital depending on prevailing interest rates. The most commonly used bonds for the City and District are General Obligation Bonds.

2. Funding Mechanisms used by City & District

2.1 Parcel Tax

A parcel tax is a fixed annual tax per parcel of real property that generates an ongoing revenue stream. It requires a 2/3 voter approval. The duration of the tax varies, generally 5-20 years, and renewals can be approved by voters.

District Parcel Tax History:

2001 - Parcel tax \$493 approved 75% generated \$5.5m/year, expired 2011

2010 - Parcel tax \$589 approved 79% generates \$11.9/year expires 2016 (escalates 2% per year)

City Parcel Tax History:

There is currently no parcel tax collected by the city.

2.2 Utility Users Tax

A utility tax is a fixed percentage fee levied on city resident's utility or telephone bills. It requires a 50% voter approval. The duration is determined at the time of approval.

District History:

There is currently no Utility Users Tax collected by the District.

City Utility User Tax History:

1989 - Utility Users Tax of 5% approved over 50% generates \$11m/year, no expiration

2.3 General Obligation Bonds

A general obligation bond (GOB) is a funding mechanism whose revenue stream is a property tax fee per \$100,000 of assessed property value. The tax time frame can be anywhere up to 40 years. Historically it has been 30 years. A GOB generates revenue that can only be used for capital improvements. GOB requires a 55% voter approval for school districts and 2/3 voter approval for cities.

District Bond History:

1995 - "Building for Excellence" - \$143m bond, tax rate of \$35/\$100,000 expires in 2024.
2008 - "Strong Schools" - \$378m bond passed with tax rate of \$44.50/\$100,000 expires 2037
2012 - "Strong Schools" increase to \$60/\$100,000 due to recession to retain 30 year repayment

City Bond History:

2008 - "Measure N" - \$78m bond passed with tax rate up to \$28.74/\$100,000 expires 2037

3. Other Funding Mechanisms for Consideration

3.1 Business License Tax

Tax levied on businesses to generate a revenue stream. Available to City. Majority voter approval required. In 2009 a ballot measure proposition by the city to tax businesses was defeated.

3.2 Sales Tax

Tax levied on sales revenue to generate a revenue stream. Available to City in 1/8% increments. Current restrictions limit maximum of 1% available to City. Majority voter approval required.

3.3 Mello-Roos Community Facilities District (CFD) Bonds

A Mello-Roos CFD is formed for a specific community need and requires the formation of a "territory". The territory can be any size, including a whole city, as long as all members benefit from the project funded by the bond. Debt repayment is from revenue collected as a property tax fee per \$100,000 of assessed property long term (generally 30 years). The bonds generate capital that can be used for capital improvements and services. A CFD requires a two thirds vote of residents or property owners in the district.

3.4 Certificates of Participation Bond

A Certificate of Participation bond is a general credit of the issuing entity. It is not necessarily backed by a particular revenue source, but a new revenue source or reallocation of existing resources is necessary to support the cost of COP debt. A COP also requires the use of an existing asset as collateral for the debt.

3.5 Utility Revenue Bonds

A Utility Revenue Bond is repaid through Utility rates or charges to customers. Revenue streams from utilities cannot be used to fund General Fund operations or capital improvements.

3.6 Private Funding

Revenue sources may be available from private sources who are interested in participating in city improvements. These could be in the form of private financing, contributions, or participatory funding for joint use.

4. Cubberley Funding Scenarios

Given that no specific plan is in place for the Cubberley Facility and the only "known" requirement is that the District may need it in 10-15 years, planning options are wide open. Three scenarios with possible funding options are presented here for consideration.

4.1 No Development at Facility - Use Cubberley "As-Is"

Option 1 assumes that the City continues the Covenant Not to Develop and Lease for 10 years. After 10 years, the agreement terminates and the District can reopen the high school in the existing facilities. The City and District would have to renegotiate the use of the existing 8 acre parcel owned by the City on which a majority of the classroom space is located. Today the Cubberley Facility rental income covers its operating costs and routine maintenance so those costs are not considered a funding need over the next 10 years, although the loss of the Foothill lease around 2015 may be problematic. Downside is that after 10 years, no community services would be provided by the City.

OPTION 1: No Change to Cubberley

Years	Need	Responsible Party	Funds Required	Funding Options
0-10	Capital Improvements	City	\$12.3m	Include in 2014 bond
10+	Capital Improvements	District	\$6.3m	Increase parcel tax and use on a "pay as you go basis" meaning accumulation of funds to build a project instead of creating debt - OR- issue new GO Bonds

4.2 Phased Re-Development - City 8 Acres First, District 27 Acres Later

Option 2 assumes that the City continues the Covenant Not to Develop and Lease for 5 years. In the meantime the City and District develop a Memo of Understanding (MOU) to develop joint use facilities on the Cubberley location. In the following 5-10 years, the City builds a Community Center with joint use in mind. After 10-15 years, the District rebuilds the high school. Costs are based on the \$200m construction estimate provided by the architects and based on acreage split accordingly, \$50m (25%) for City, \$150m (75%) for District.

OPTION 2: Phased Re-development

Years	Need	Responsible Party	Funds Required	Funding Options
0-5	Capital Improvements	City	\$6m	Include in 2014 bond measure
5-10	Community Center (with joint use MOU)	City	\$50m	Include in 2014 GO bond measure - or - COP through increase of the Utility Users Tax
10+	High School (with joint use MOU)	District	\$150m	High School Bond in 2024 when "BforE" bond expires

4.3 One Time Re-Development - 35 acres at once

Option 3 assumes that the City continues the Covenant Not to Develop and Lease for 5 or 10 years. In the meantime the City and District develop a Memo of Understanding (MOU) to develop joint use facilities on the Cubberley location. After 5 or 10 years, the City and District together build a Community Center and High School with joint use in mind. Costs are based on the \$200m construction estimate provided by the architects.

OPTION 2: One-Time Re-development

Years	Need	Responsible Party	Funds Required	Funding Options
0-5	Capital Improvements	City	\$6m	Include in 2014 bond measure
5-10	Community Center and High School (with joint use MOU)	City & District	\$200m	High School General Obligation Bond with optional funding from City

5. References

California Debt Issuance Primer

<http://www.treasurer.ca.gov/cdiac/debtpubs/handbook.pdf>

Partnership for Joint Use, Research Report by Jeffrey M. Vincent

http://media.cefpj.org/CCS_Partnerships.pdf

Financing Vehicle/Instrument to Issue Bonds	Description	GME Requirement (Nov. 2012)	Vote Requirement	Comments
General Obligation (GO) Bond*	Property Tax based on % of assessed value	No	2/3	See accompanying chart for list of upcoming regular and mailed ballot election dates.
Certificates of Participation (COPs)	Similar to Revenue Bonds	No	N/A	Must have identified revenue stream for repayment e.g. new tax such as Business License Tax or increase in current tax such as sales tax.
Utility Revenue Bonds	Repaid from Utility Rates	No	N/A	Must have identified revenue stream for repayment. Utility bonds cannot be used to fund General Fund operations.
Mello-Roos District Bonds*	Special Tax Levy	No	2/3	Special Tax Levy used to repay bonds.

Appendix A: Funding Options (Financing Mechanisms)

* Note that GO and Mello-Roos bonds can be thought of as “revenue raising” instruments in that their approval by voters implements taxes to repay bond holders.

New or Increased Taxes to Support Financing Vehicles (e.g., COPs)	Description	GME Requirement (Nov. 2014)	Vote Requirement	Comments
Business License tax	Tax on businesses	Yes*	Majority	
3/8¢ Sales Tax	General Tax	Yes*	Majority	<ul style="list-style-type: none"> ▪ Must be voted on at GME ▪ Currently, there is a 1.0% transactions and use tax in Santa Clara County. The cap on these taxes is 2%. (R&T 7251.1). Therefore PA has the capacity to impose a tax of up to 1%. Note these taxes may be imposed only in multiples of 1/8%.
Utility Users Tax	Tax on utility charges	Yes*	Majority	
Parcel Tax (See comment)	Property tax based on flat rate per parcel	No	2/3	<ul style="list-style-type: none"> ▪ Parcel tax cannot be pledged toward bond payments. Can be used to support programs and operating expenses.

Appendix B: Funding Options (New or Increased Taxes)

*General taxes can be coupled with an advisory measure expressing voters' preference that tax be used for particular purpose. If the ballot language itself expressly limits use of tax to infrastructure or other specific uses, it becomes a Special Tax. Special taxes require a 2/3 vote, but need not be placed on a GME ballot.

Appendix C: Comparison of GOB, Mello-Roos, and Parcel Taxes

Separate document attached provided by Jones Hall dated September 2012.

Finance Deliverable #3

Research existing joint use facilities in other communities for lessons learned and guidance for our effort.

Due Date: Oct. 19th

Outline/Process

- Gathered available documentation on Joint Use projects
- Choose 3 examples to study in depth – based on similarity to Cubberley
 - Wadsworth, Ohio High School & Community Campus
 - Emeryville, CA Center for Community Life
 - Livermore, CA School Upgrades, City Library & Youth Community Center
- Gathered data
 - Partners
 - Facilities (including sq. ft)
 - Total Cost and Funding Mechanisms
 - Implementation Timeline
- Common Threads and Lessons Learned
- References

Emeryville Center for Community Life



Partners:
 • Emery USD
 • City of Emeryville

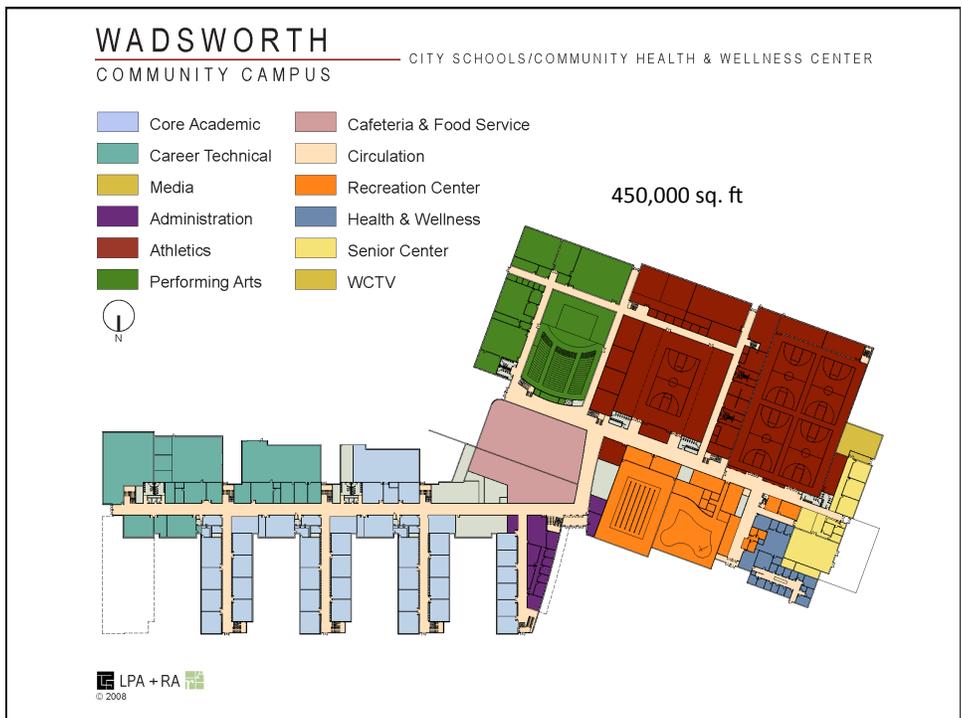
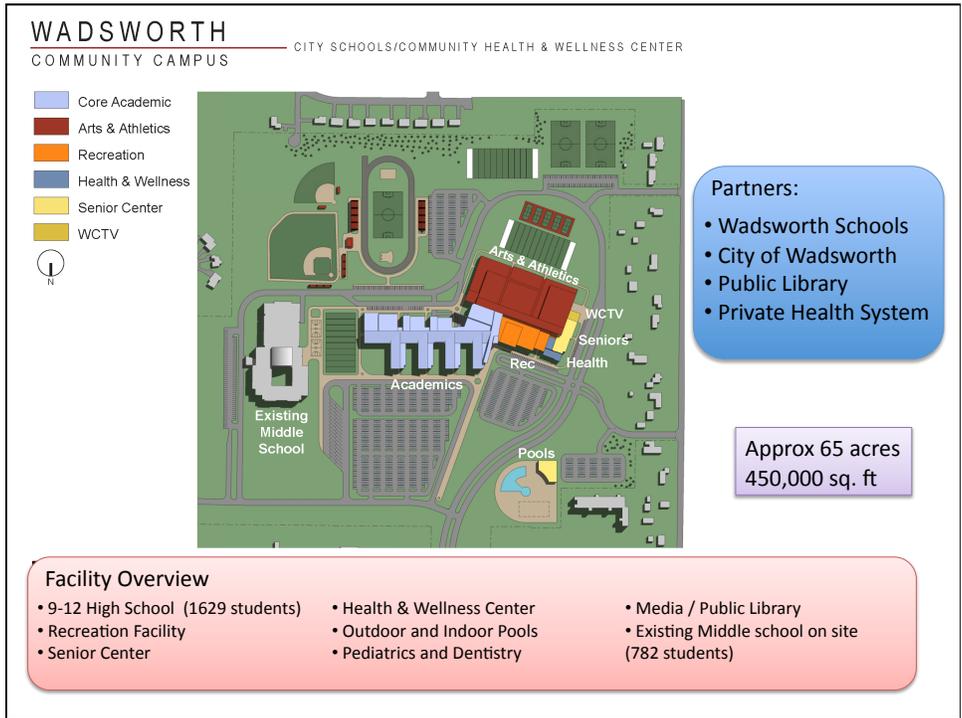
Approx. 7.6 acres
 115,100 sq. ft facility

- Facility Overview**
- 9-12 High School > 750 students
 - K-8 Lower School
 - School Multi-Purpose Room
 - Admin for School & Community
 - Community/School Library
 - Community Pool
 - Community Dance/Aerobic Space
 - Community Multi-Purpose Room
 - Community Amphitheatre
 - 3 level design w Terraces
 - Security Control Points
 - Phase 2 –theatre, gym, classrooms

ECCL has Phase 2 plan and Defined Boundaries



Approx. 7.6 acres
 115,100 sq. ft facility



Wadsworth Funding and Timeframe

- Cost / Funding - \$105M
 - \$65M from a General Obligation Bond by the Schools
 - \$24M from Ohio Schools Facility Commission (37% of GOB)
 - \$16M city commitment for Community Center
 - Partners and capital corporate campaign

- Timeline – 4 years !!
 - Presented to community in May 2008
 - Bond approval in November 2008
 - School opened in Fall 2012
 - Community Center opening scheduled for December 2012

Taking advantage of state funds available pushed the community to take action.

Livermore, CA



20 School sites



Livermore Civic Center Library
1188 South Livermore Ave.



Robert Livermore Community Center
4444 East Ave.

Partners:

- Livermore Valley USD
- City of Livermore
- Livermore Area Park & Recreation District

Facility Overview – 3 projects

- Modernize 7 of 20 schools
- Youth Community Center
71,000 sq.ft indoor
45,000 sq. ft. aquatic center
- Civic Center Library
56,000 sq.ft

Livermore Funding and Timeframe

- Cost / Funding - \$150M thru a General Obligation Bond led by the school
 - \$110M for school upgrades
 - \$20M Civic Center Library
 - LVJUSD received special legislation (EC 18104) authorizing joint use library to be built on other public entity land within 1 mile of site.
 - \$20M Youth Community Center

- Timeline – 5 - 10 years
 - Two failed votes in the early '90s (School Parcel Tax and Parks GOB)
 - 1975 Tax override set to expire in 2000 gave impetus for action
 - Community Survey March 1998
 - Bond approval in March 1999 (passed with 82% of the vote)
 - Library opened in 2004
 - Community Center opened March 2005
 - School funds exhausted June 2008

This joint effort was done primarily to save election expenses and to provide a compelling opportunity that voters would support.

7 Steps to Effective Joint-Use Partnership¹

from document published by Berkeley's Center for Cities and Schools

- | | |
|-------------|--|
| DONE | 1. Identify a local need that a joint use partnership might address |
| DONE | 2. Identify essential joint use partners |
| | |
| IN PROGRESS | 3. Develop a positive, trusting relationship with partners |
| | 4. Build political support |
| | 5. Build a joint use partnership within the context of the local community |
| | 6. Formalize the partnership with an MOU |
| | 7. Foster ongoing communication and monitor the progress and impact |

Type of Funding for Joint-Use Projects through School Districts⁵

- **State General Obligation Bonds:** These funds are voted on by the entire state. They can be directed one or several areas such as education, transportation, and parks. As of June 2008, there was \$1.3 million left from Prop. 47, \$8.2 million from Prop. 55, and 2.5 million from Prop. 1D, for a total of \$12.1 million. So not a strong prospect for us to pursue.
- **Local General Obligation Bonds:** School districts use these bond funds to match the state required contribution for school construction projects. Local bonds must be approved by 55% of the vote within the district. They are repaid using local property tax revenue. Local bonds have raised \$41 billion in the past decade.
- **Developers Fees:** School districts are allowed to levy fees on new residential, commercial, or industrial developments for school construction projects. These fees can provide a moderate amount but vary significantly by community depending on local development.
- **Special Bond Funds:** Known as “Mello-Roos” Bonds, these funds allow school districts to form special districts to sell bonds for school construction projects. These bonds require 2/3 voter approval and are paid off by the property owners in the special district. These bond funds have produced \$3.7 billion in the past 10 years.

Very little state money is available and PA isn't a strong candidate so local options are our best bet.

Potential Challenges to Joint Use⁵

- **Aligning Partnership Goals:** The long-term nature of the partnership requires parties to develop similar goals and objectives for the funding and management of the project.
- **Operations and Maintenance:** The hours of use, security, and cost maintenance should be addressed upfront to avoid confusion and misunderstandings.
- **Regulatory Constraints:** Construction projects have various levels of regulation depending on the community and the environment. The Field Act contains higher construction standards for school facilities. Therefore, if community centers and buildings are to be used by school districts, they must also comply with the Field Act. These types of differences should be reconciled among partners before the project advances.
- **Joint-Use Fund Restrictions:** Requirements set forth in SB 50 state that projects using state school construction funding must be on property owned by school districts.
- **Restrictions on Private-Public Partnerships:** There are currently limited opportunities for public-private joint use partnerships.
- **Long-Term Commitment:** School districts and their partners have stated concerns about joint-use projects and the long-term costs associated with them. Liability issues may also arise.

Major Takeaways

- Joint Use projects are being done all over in all forms
- It takes time to pull the projects together - Project of our scope...
 - 2-5 years in Ohio
 - 5-10 years in California
- Successful projects have communities that embraced them
 - Key tools used: Community surveys, Community advisory committees, community forums
- Funding comes from a variety of sources but typically the school takes the lead
 - Most successful examples have either outside funds they want to leverage or a transition in a local tax
- Significant up front work needs to be done on MOU or Joint Use Agreement to define structure of the project and the relationship of the entities involved

References

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 CASE 2: *BUILDING NEW JOINT USE GYMNASIUMS: GARVEY ELEMENTARY SCHOOL DISTRICT AND THE CITY OF ROSEMEAD*
 CASE 3: *EXPANDING CHILDCARE OPPORTUNITIES: CLOVIS UNIFIED SCHOOL DISTRICT AND STATE CENTER COMMUNITY COLLEGE DISTRICT*
2. Innovative Approaches to Financing School Construction: The Feasibility of "Public-Public" Partnership February 2000
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3. Joint Use of Public Schools: A Framework for a New Social Contract April 2010
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5. Primer on Joint Use
<http://www.cpehn.org/pdfs/Joint%20Use%20Primer%20-%20CPEHN%204-09.pdf>
6. Emeryville Center of Community Life current website
<http://www.emeryvillecenter.org/>
7. Wadsworth High School and Community Complex 2008-2012
<http://www.wadsworthcity.com/the-city/home/community-collaboration-information.html>

CCAC FINANCE COMMITTEE DELIVERABLE #5 JOINT POWERS AUTHORITY

There are a number of options for the financing and operating of a joint use facility on the Cubberley campus. One of those options is to create a Joint Powers Agency or Authority.

A Joint Powers Agency (JPA) is an entity authorized to be created under Section 6500 of the California State Government Code (the "Joint Powers Law") whereby two or more public entities can operate collectively. "Joint Powers" is a term used to describe governmental agencies that have agreed to combine their powers and resources to work on solving their common problems.

Joint powers are exercised when the public officials of two or more agencies agree to create another legal entity or establish a joint approach to work on a common problem, fund a project or act as a representative body for a specific activity.

The initials JPA can mean two different things. The first is Joint Powers Agreement, which is a formal, legal agreement between two or more agencies that want to jointly implement programs, build facilities or deliver services. Governmental agencies are called member agencies. One member agency agrees to be responsible for delivery of service on behalf of the other(s). A Joint Powers Agreement has no specified term but rather may be short-term, long-term or perpetual.

The second use of the initials is for Joint Powers Agency or Joint Powers Authority. In this case, the Joint Powers Law is used to establish a new, separate governmental organization created by its member agencies, but operating at the members' direction. Typically, the JPA has numbers of officials from the member agencies on its governing board.

In the second case, the JPA is distinct from its member agencies. It has its own board of directors. Once created, the JPA has two types of powers: 1) it has the powers common to the member agencies which created it; and 2) it has the powers conferred on it by the California Legislature under Article 4 of the Joint Powers Law, including the power to issue bonds for public capital improvements. The term, membership and standing orders of the board of the JPA must be specified in the agreement. The JPA may employ staff and establish policies independent of the constituent agencies.

A JPA can be formed by action of the governing boards of the participating agencies; there is no public election needed.

JPA's can be formed specifically to arrange capital financing by selling bonds. The bonds create the capital needed to finance construction of public facilities. In some instances the agency can issue revenue bonds which do not require a vote of the electorate. It is unclear whether a future Cubberley project would generate enough

revenue to be able to qualify to issue this kind of debt. It would be more likely that the improvements would need to be funded by the issuance of General Obligation bonds issued by either the school district or the City (not by the JPA) which in either case would require a public vote. Another alternative would be for the JPA to issue lease revenue bonds. Lease Revenue bonds are bonds where the proceeds are used to build or improve real property and where the property to be acquired or improved (and in the case of an asset transfer, an unrelated piece of real property) is leased to one or more member agencies. The payments to be made by the member agency(ies) under the Lease create a stream of revenue that serves as the security for the JPA's Bonds.

Advantages and Disadvantages of a JPA:

Advantages:

- JPA's are flexible and easy to form
- JPA's may be more efficient than separate governments
- JPA's have powers which are different from those of the school district and City, and those powers may be used to finance the construction of facilities; and purchase of equipment/
- A JPA for Cubberley would cover the entire area that would benefit from the construction and operation of a joint use facility
- A JPA for Cubberley might help attract either private capital or grants because it would show both agencies' commitment to work together on a shared facility

Disadvantages:

- JPA's require mutual trust
- JPA's can be hard to keep together for the long-term
- JPA's can be hard for the public to understand and may be perceived as another layer of government

Resources:

California State Legislature, Senate Local Government Committee, Governments Working Together, A Citizens Guide to Joint Powers Agreements, August 2007

Section 6500 of the California State Government Code

Finance Committee Financial Summary Spreadsheet

10/1/12

ANNUAL OPERATING BUDGET		Data from Lease & Covenant Revenues and Expenses (Budget 2013 column) and rounded															
OPERATING INCOME	INCOME	EXPENSE		Itemized													
Long Term Leases	1,617,000																
Hourly Rentals	823,000																
City Office Rental	73,000																
OPERATING EXPENSE																	
Cubberly Lease																	
Covenant																	
Child Care																	
Child Care Utilities																	
Payments to PAUSD																	
Lease Management & Maintenance																	
Non-maintenance Operating																	
Operating Costs (Total)																	
Annual Totals	2,513,000																
TOTAL NET																	
LONG TERM CAPITAL IMPROVEMENTS																	
CURRENT BUDGETED CAPITAL IMPROVEMENTS (per City of PA 2013 Capital Budget) need to clarify if this is part of IBRC identified work																	
Auditorium Roof	250,000																
Mechanical & Electrical Upgrades	1,450,000																
Electrical Upgrades	1,150,000																
Roof Maintenance	426,000																
Total Planned Improvements (5 year)	3,276,000																
LONG TERM MAINTENANCE (PER IRBC p. 146)																	
Improvements (next 5 years)	10,200,000																
Improvements (years 5-10)	2,100,000																
Improvements (years 11-25)	6,500,000																
Total	18,800,000																

*



COMPARISON OF GENERAL OBLIGATION BONDS, MELLO-ROOS AND PARCEL TAXES FOR CITIES

<u>Characteristics</u>	<u>General Obligation Bonds</u>	<u>Mello-Roos CFDs*</u>	<u>Parcel Tax</u>
Vote Required?	Yes.	Yes.	Yes.
Minimum Affirmative Votes	Two-thirds of votes cast.	Two-thirds of votes cast.	Two-thirds of votes cast.
Qualified Electors	Registered voters residing in city.	Registered voters in district, if 12 or more voters reside in district. If fewer than 12 registered voters reside in district, vote is of landowners, one vote per acre.	Registered voters residing in city.
Boundary of Area to be Taxed	City.	Territory of district, as defined by city council. District could be entire city or a portion of city, including non-contiguous areas.	City.
Basis of Tax	Assessed value of property.	Any reasonable method except assessed value.	Fixed annual tax amount per parcel, which may escalate annually.
Method of Tax Collection	Annual property tax bill.	Annual property tax bill or direct billing.	Annual property tax bill.
Can Seniors be Exempt from Tax?	No.	Yes.	Yes, so long as there is a rational basis for the exemption.
Typical Use of Technique	Finance capital improvements.	Finance capital improvements and certain annual services.	Augment operating budget or pay for supplemental services.

* Community Facilities Districts



COMPARISON OF GENERAL OBLIGATION BONDS, MELLO-ROOS AND PARCEL TAXES FOR CITIES

<u>Characteristics</u>	<u>General Obligation Bonds</u>	<u>Mello-Roos CFDs*</u>	<u>Parcel Tax</u>
Facilities Eligible for Financing	Purchase or improvement of real property (purchase of land or construction of buildings).	Any facility with useful life of five years or more (including furnishings and vehicles).	Any purpose specified in the ballot, without limitation.
Can Furnishings and Equipment be Financed?	No.	Yes, provided the equipment has a useful life of five years or longer.	Yes, without limitation.
Can Tax Revenues be Used for Purposes Other than Debt Service on Bonds?	No.	Yes. Pay-as-you-go capital costs, administrative expenses, and limited services (set forth in the Act).	Yes. Any purposes authorized in the ballot measure, including operating expenses.
Are Operating Expenses Eligible for Financing with Tax?	No.	Certain municipal services, including police, fire, storm drainage, park, recreation, library, and hazardous waste removal services. Also, annual cost of administering the bonds and the district.	Yes. Most common use of parcel taxes is to supplement operating revenues to maintain current service level or improve level of service.
Separate Authority Required to Issue Bonds?	No.	No.	Yes. Typically, general fund lease revenue bonds or COPs authorized by city council, and proceeds of parcel tax levy "reimburses" the general fund.
Type of Bond Sale	Competitive sale only, unless charter city.	Negotiated or competitive sale.	Negotiated or competitive sale, depending on separate bonding authority used.



COMPARISON OF GENERAL OBLIGATION BONDS, MELLO-ROOS AND PARCEL TAXES FOR CITIES

<u>Characteristics</u>	<u>General Obligation Bonds</u>	<u>Mello-Roos CFDs*</u>	<u>Parcel Tax</u>
Debt Limit	Amount of bonds outstanding at any time cannot exceed 15% of total assessed value.	Value of property in the district subject to special tax must be at least three times the amount of outstanding bonds. Under certain conditions, the city council can approve an amount of bonds exceeding this limit.	No limitation for COPs or lease revenue bonds.
Bond Security	City's unrestricted ability to raise property taxes to meet debt service requirements. Property tax is a lien on property. County has authority to foreclose on lien for payment of delinquent taxes.	Special taxes levied and secured by a lien on property. City has authority to initiate accelerated foreclosure on property for payment of delinquent taxes, so long as bonds have been issued by the district.	City's general fund. There is no State law authority to pledge proceeds of parcel taxes to the payment of debt services.
Maximum Term of Tax Levy	As long as necessary to repay bonds authorized by voters.	As long as necessary to repay bonds or to pay directly for facilities authorized by voters. Final year of tax must be specified.	As specified in the ballot measure.
Maximum Term of Bonds	Up to 40 years.	Up to 40 years.	Generally, up to useful life of facility being financed.



COMPARISON OF GENERAL OBLIGATION BONDS, MELLO-ROOS AND PARCEL TAXES FOR CITIES

<u>Characteristics</u>	<u>General Obligation Bonds</u>	<u>Mello-Roos CFDs*</u>	<u>Parcel Tax</u>
Election Date	Statewide Election Dates*	Statewide Election Dates* or a special election on a date specified by the city council to occur between 90 days and 180 days following the adoption of the Resolution of Formation for the district.	Statewide Election Dates*

* Election Code Section 1001



COMPARISON OF GENERAL OBLIGATION BONDS, MELLO-ROOS AND PARCEL TAXES FOR CITIES

<u>Characteristics</u>	<u>General Obligation Bonds</u>	<u>Mello-Roos CFDs*</u>	<u>Parcel Tax</u>
Advantages	<ul style="list-style-type: none"> • Simple method of taxation. • Familiar to voters. • Less time required to develop financing plan and put before voters. • Lower cost financing (lower bond interest rates and bond issuance costs). • If city has a large commercial property tax base, a large portion of tax burden could be borne by non-residential property. 	<ul style="list-style-type: none"> • Flexibility in determining tax rate and method of apportioning tax. • Finance facilities with bonds or directly by pay-as-you-go. • Wide range of items eligible for bond financing, including facilities, furnishings, and equipment. • Can be used to pay for many annual, recurring services. • Ability to tailor tax and area to be taxed in a manner to enhance voter approval. • Provision for landowner vote if CFD has fewer than 12 registered voters. 	<ul style="list-style-type: none"> • Simple method of taxation. • No limitation on use of tax proceeds. • Can be used for facilities and annual service expenditures.



COMPARISON OF GENERAL OBLIGATION BONDS, MELLO-ROOS AND PARCEL TAXES FOR CITIES

<u>Characteristics</u>	<u>General Obligation Bonds</u>	<u>Mello-Roos CFDs*</u>	<u>Parcel Tax</u>
Disadvantages	<ul style="list-style-type: none"> • Citywide vote and supermajority approval required. • Facilities eligible for bond financing are limited to real property improvements, such as the purchase of land and construction of buildings. • Assessed value method of taxation spreads tax burden on basis of property value rather than by direct benefits received from facilities constructed with bond proceeds. • All property owners in city pay additional tax. • Bond financing technique only, no ability for pay-as-you-go. 	<ul style="list-style-type: none"> • Supermajority vote required. • More time required to develop financing plan and put before voters. • Higher cost financing (higher bond interest rates and bond issuance costs). • Unfamiliar to voters. • More complex method of taxation. • Higher district formation costs and annual administration costs (need to hire a separate consultant). 	<ul style="list-style-type: none"> • Citywide vote and supermajority approval required. • Must have periodic elections to renew appropriations limit if used for operating expenses. • No independent authority to issue bonds—separate authority needed.

Cubberley Tenant and Long-Term Renters
Survey Presentation
Meeting No. 14, 11/28/2012

Cubberley Community Center

Tenant & Long Term Renters Survey

November 28, 2012



Background

Cubberley Master plan 1990

1. Neighborhood Concept
2. Cubberley Master Plan amended 1996 to provide greater flexibility potential users
3. Grouping Tenants based on similar use:
 - a. Performing Arts
 - b. Child Care
 - c. Outdoor Sports
 - d. Indoor Sports and Health
 - e. Visual Arts
 - f. Education
 - g. Music / Theater
 - h. Other Non-Profits and City Services
 - i. Hourly Rental Space



The Survey

Purpose - who uses Cubberley Community Center?

Sample Questions asked:

1. How many people do you serve?
2. How many participants are Palo Alto residents?
3. Do you have a waitlist?
4. What times of day do you actively use the space?
5. What are the community benefits your program or service provides?
6. Does your group currently share space?
7. How would you rate current fees for use of space?
8. Do you have specialized facility or equipment needs?
9. What age group does your program serve?
10. If Cubberley Community Center was no longer available what would you do?



*43 of 70 Tenants
responded to survey 3

Individual Organizations that responded to the survey

<i>Acme Education Group</i>	<i>Hua Kuang Chinese Reading Room</i>
<i>Adult School gardening class Senior Friendship Day</i>	<i>Middlefield Campus/Foothill College</i>
<i>Bay Area Arabic School</i>	<i>Palo Alto AYSO</i>
<i>California Law Revision Commission</i>	<i>Palo Alto Chamber Orchestra</i>
<i>Cardiac Therapy Association</i>	<i>Palo Alto Girls Softball</i>
<i>Cubberley Artists in Residence</i>	<i>Palo Alto Philharmonic</i>
<i>Dance Connection</i>	<i>Palo Alto Soccer Club</i>
<i>Dance Kaiso/Wilfred Mark</i>	<i>Peninsula Piano School</i>
<i>DanceVisions</i>	<i>Peninsula Women's Chorus</i>
<i>Dutch School Silicon Valley</i>	<i>Raices de Mexico Ballet Folklorico</i>
<i>El Camino Youth Symphony</i>	<i>Saturday Night Ballroom Dancing</i>
<i>Friday Night Dancers</i>	<i>The Children's Pre-School Center</i>
<i>Good Neighbor Montessori</i>	<i>The Red Thistle Dancers</i>
<i>Guru Shadha</i>	<i>Traditional Wushu</i>
	<i>Zohar Dance Company & Studio</i>



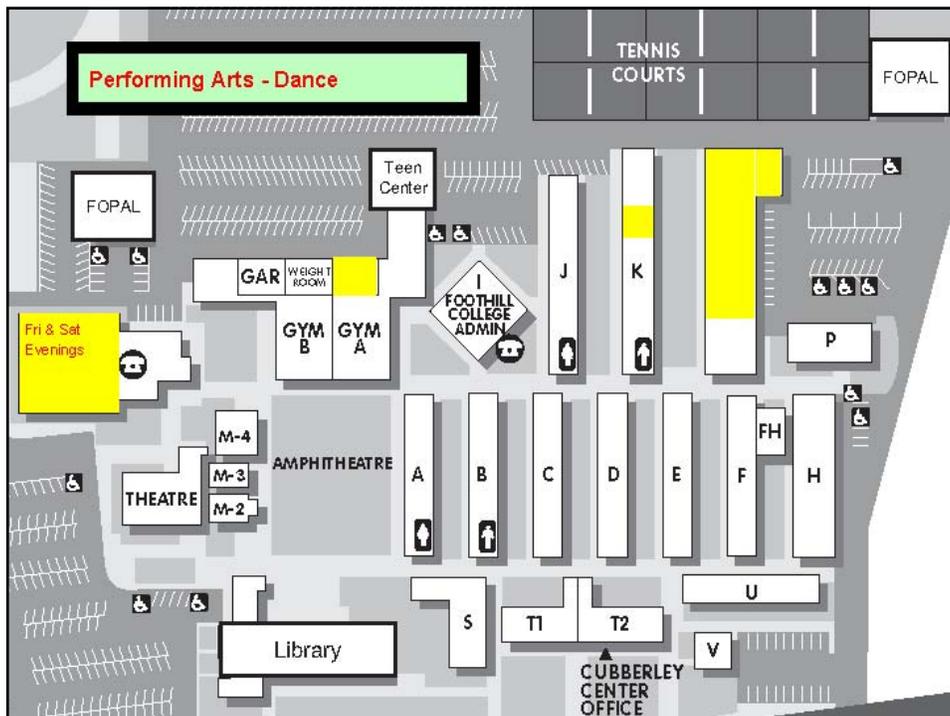
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Performing Arts - Dance

- *Dance Connection*
- *Dance Kaiso/Wilfred Mark*
- *Dance Visions*
- *Friday Night Dancers*
- *Guru Shadha*
- *Raices de Mexico Ballet Folklorico*
- *Saturday Night Ballroom Dancing*
- *The Red Thistle Dancers*
- *Zohar Dance Company & Studio*



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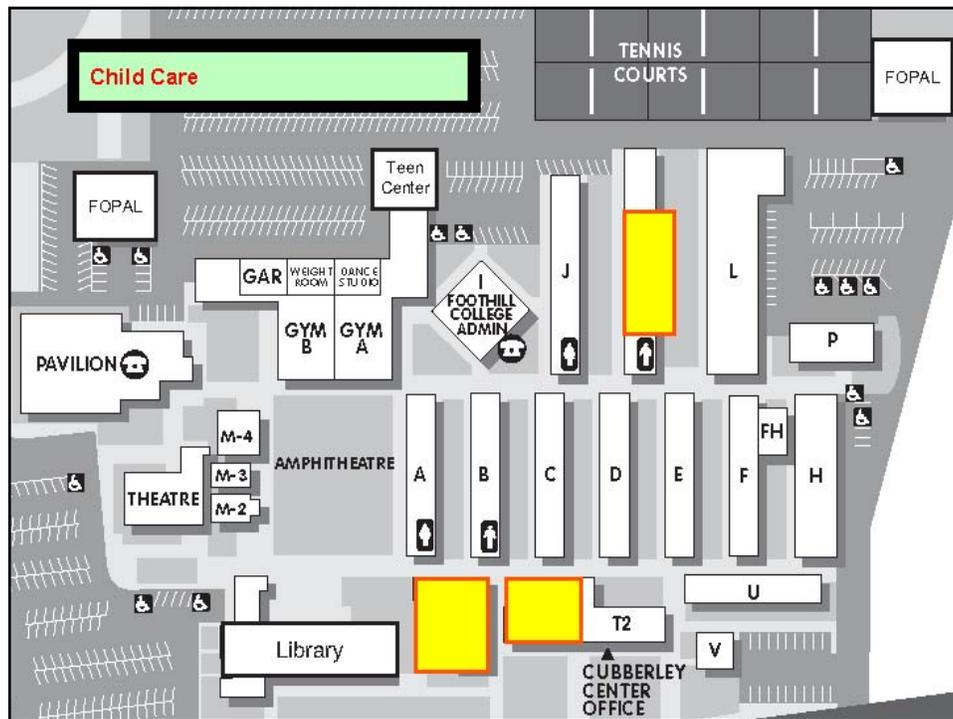


Performing Arts - Dance

- **Participation** – The dance studios currently have 1650 students enrolled (70% residents); and the combined Friday and Saturday night ballroom dancing groups serve between 200 and 300 dancers per week (residency unknown).
- **Use of space** – 7 days a week, mornings, afternoons and evenings; most activity occurs during afternoon, evening & weekend hours.
- **Community Benefits** – High level and diverse dance training and performance opportunities for youth and adults. Also, cultural enrichment and awareness through instruction and performance of ethnic dance disciplines. Sense of community, belonging and social anchor.
- **If Cubberley were not available** – Most would attempt to relocate to a nearby site at an equally low cost. Due to market conditions, that would probably be outside Palo Alto.

Child Care / Early Education

- *Good Neighbor Montessori*
- *The Children's Preschool Center*



Child Care / Early Education

- **Participation** – The two early childhood education facilities bring 200 young children and their families to Cubberley each weekday. 65% of families live or work in Palo Alto.
- **Use of space** – This space is being utilized on weekdays from 7:00am to 6:15pm.
- **Community Benefits** – They support working families with high quality early childhood care and education, and provide families with parenting workshops and resources for raising children.
- **If Cubberley were not available** – Finding affordable facilities for early childhood care and education is next to impossible in Palo Alto. These providers would be forced to relocate outside of our community.

Outdoor Sports

Fields:

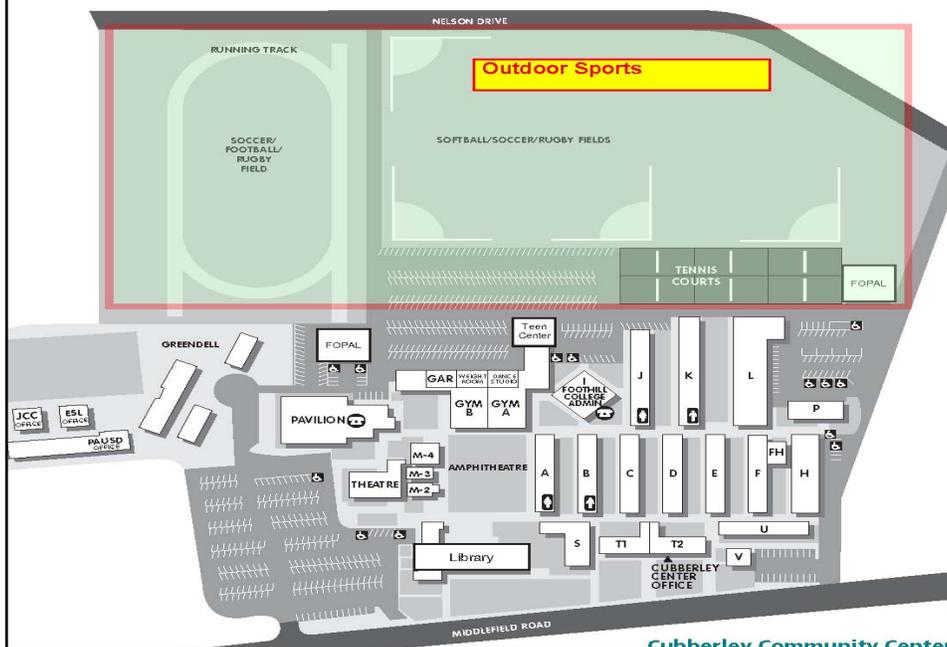
- Palo Alto AYSO
- Palo Alto Soccer Club
- Stanford Soccer Club
- Silicon Valley Adult Sports
- Palo Alto Adult Soccer Club
- Palo Alto Girls Softball
- Various league tournaments
- Drop in public Use

Tennis :

- Gunn High School
- Castilleja School
- Girls Middle School
- USTA Leagues
- Palo Alto Tennis Club
- Drop in public Use



Sports, education, dance, arts, meeting rooms, music, child care, special events, and so much more



Outdoor Sports

- **Participation** – Organized field users account for roughly 7000 participants a year and although not all play is done at Cubberley, fields at Cubberley are used 7 days a week for most of the year. Residency is estimated to be 70%+.
- **Use of space** – Weekdays after school until dark, and all day on Saturdays and Sundays.
- **Community Benefits** – Opportunity to participate in team sports; chance for youth and adults to develop their athletic skills; physical fitness and is a social outlet.
- **If Cubberley were not available** – These groups would shift usage to other fields within Palo Alto, however the City could not continue to support the current number of programs since sufficient field space would not be available to accommodate all.



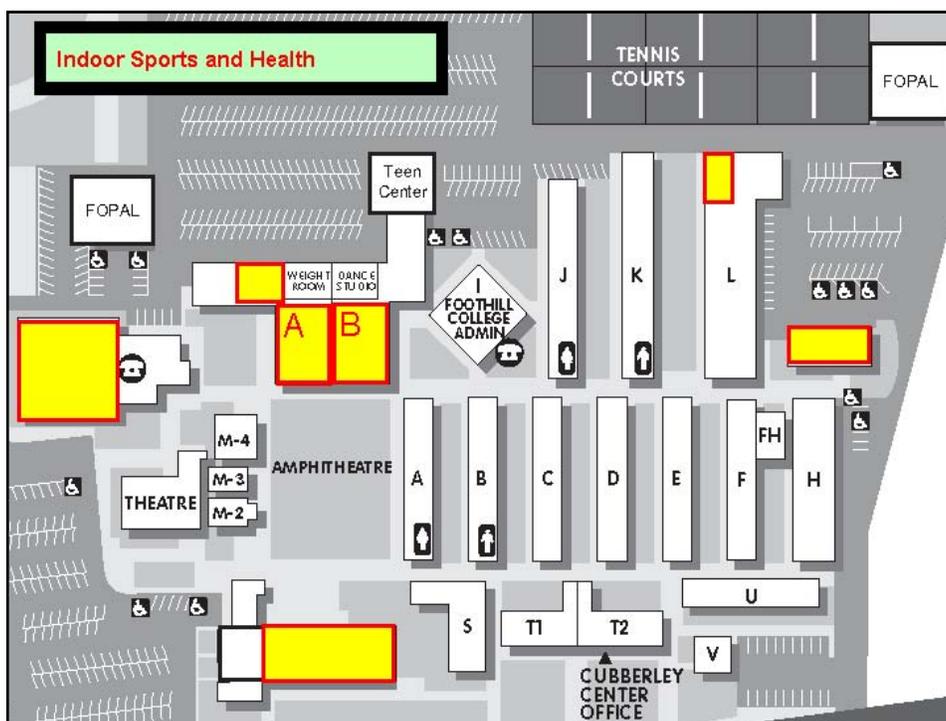
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Indoor Sports and Health

- Traditional Wushu
- Cardiac Therapy Assoc.
- Adult Volleyball
- Youth – Sports Camps
- YMCA Basketball
- Palo Alto Midnight basketball
- National Junior Basketball
- SSC Futsal
- SVK Self Defense
- Tri City Youth Group
- Cheuk Fung Yi Chuang
- Futsal – (indoor soccer)
- Martial Arts
- Stroke
- Aerobics
- REACH: A Program For Post-Stroke
- 101 Basketball
- Bay Area 3 on 3
- Special Olympics
- Palo Alto Elite Volleyball
- Senior Table Tennis Club
- Belly Rumba with Sol



14

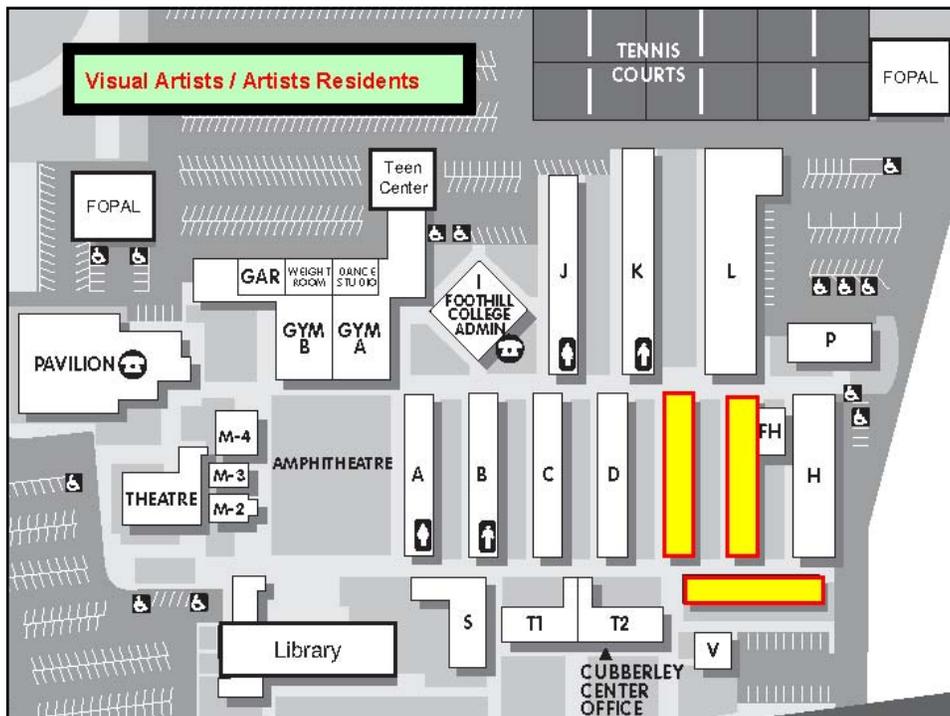


Indoor Sports and Health

- **Participation** – Indoor gym space and health fitness is reserved by multiple organizations and groups serving all ages. These groups account for roughly 1,800 participants. Residency unknown.
- **Use of space** – Indoor space is used 7 days a week, at varies times, with the heaviest use during morning hours and after 5pm.
- **Community Benefits** – Recreation activities, exercise, health and wellbeing, social outlet.
- **If Cubberley were not available** – Some of the non-profit health groups would go out of business due to the inability to afford or find alternative space. Would try to relocate, however indoor gym space is very limited, Palo Alto has no community gymnasiums.

Visual Arts / Artists in Residence (22)

- | | |
|--------------------|---------------|
| L. ANDERSON | I. INFANTE |
| L. BOUCHARD | S. INGLE |
| U. DELARIOS | S. KISER |
| K. EDWARDS | M. LETTIERI |
| M. FLETCHER | A. McMILLAN |
| P. FOLEY | J. NELSON-GAL |
| L. GASS | M. PAUKER |
| M. GAVISH | N. RAGGIO |
| B. GUNTHER | C. SULLIVAN |
| P. HANNAWAY | N. WHITE |
| A. HIBBS - vacated | C. VALASQUEZ |

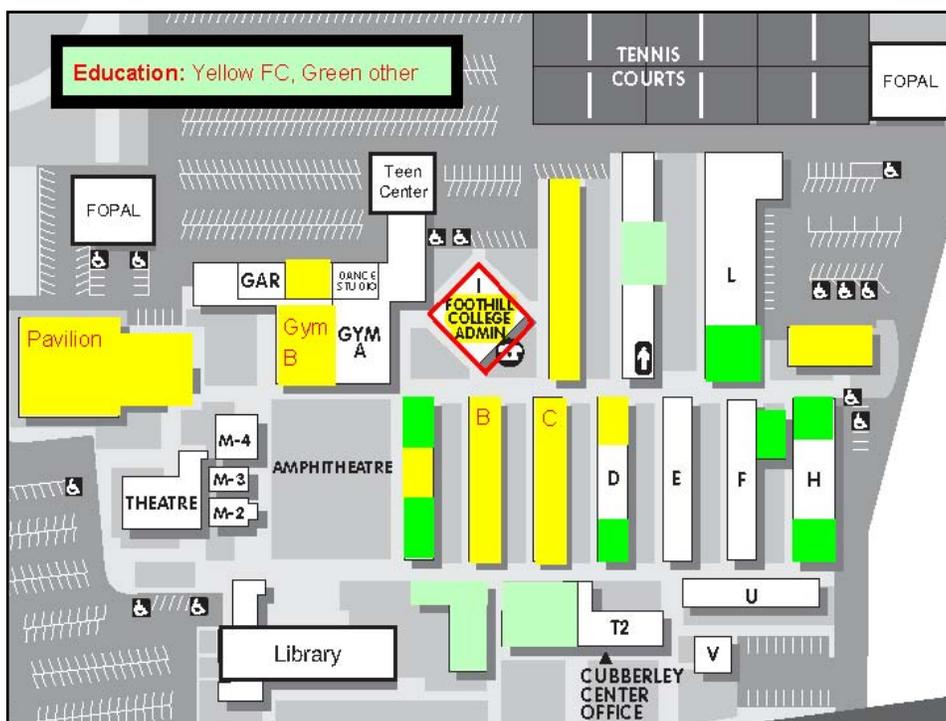


Artists in Residence

- **Participation** – 22 Artists occupy 17 studio spaces (50% residents). Artists who teach classes in their studios average 20-30 students per quarter (65% residency); visitors to the annual Open Studios events vary; average 500 visitors per studio per year.
- **Use of space** – Responses varied greatly; some artists actively utilize their space 7 days a week, up to 12 hours a day, while others may use their space 25 hours per week. Most respondents are using their space 4-7 days a week for approximately 5-8 hours a day.
- **Community Benefits** –The Program is intended to establish a community of visual artists who support, collaborate, and exchange ideas with one another and the community.
- **If Cubberley were not available** – Most artists indicated that they would disperse and relocate out of the Palo Alto area due to lack of affordable space in this area.

Education

- *Acme Education Group*
- *Bay Area Arabic School*
- *Dutch School Silicon Valley*
- *Hua Kuang Chinese Reading Room*
- *Middlefield Campus/Foothill College*
- *Museo Italo Americano*
- *Kumon Math and Reading*

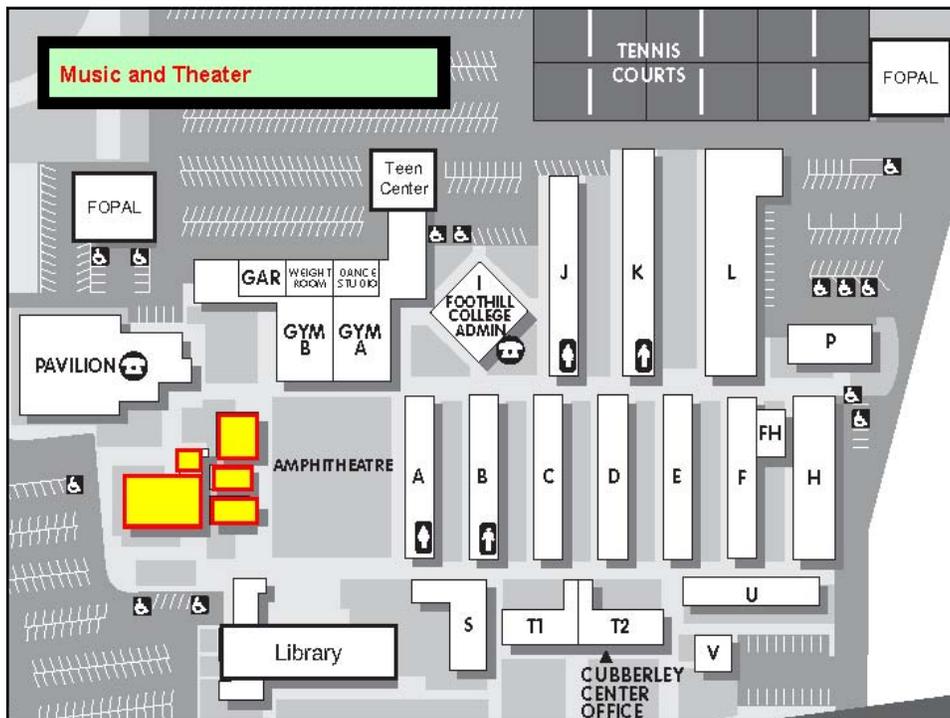


Education

- **Participation** – Enrollment in these programs, which includes Foothill College, brings almost 4,200 students to the Cubberley campus annually, and the Reading Room adds another 10-15 people per day. (70% residency - Excluding Foothill College).
- **Use of space** – With the exception of the Hua Kuang Reading Room that is open weekdays from 10am to 3pm, most providers offer their programs during after school, evening and weekend hours.
- **Community Benefits** – Importance of lifelong learning, language instruction and cultural exchange, the entire community benefits from their programs. Complements public schools.
- **If Cubberley were not available** – Most indicated they would relocate but it would be difficult if not impossible to find equivalent facilities in Palo Alto, therefore services would be lost to our community.

Music & Theater

- El Camino Youth Symphony
- Palo Alto Chamber Orchestra
- Palo Alto Philharmonic
- Peninsula Piano School
- Peninsula Women's Chorus
- Bats Improv
- Peninsula Youth Theater
- Jayendra Kalakendra
- Palo Alto Chamber Orchestra
- Shiva Murugan Temple
- Nuber Folk Dance
- Shri Krupa
- Sankalpa Dance Foundation
- Vaidica Vidhya Ganapathi Center
- Heritage Music Festivals



Music & Theater

- **Participation** –These programs show enrollment of 500 or more students/participants at any given time (residency 45%). Audience accounts for 150-300 visitors for 100 rentals annually.
- **Use of space** – With the exception of the Peninsula Piano School who uses their space 6 days a week from 10am to 7pm, most providers schedule programming during after school, evening and weekend hours.
- **Community Benefits** – A majority of these programs are targeted at youth, these programs complement music and theater opportunities available within the school settings.
- **If Cubberley were not available** – Providers would have to find alternate rehearsal and performance space that would probably entail raising rates for participants or moving out of Palo Alto.



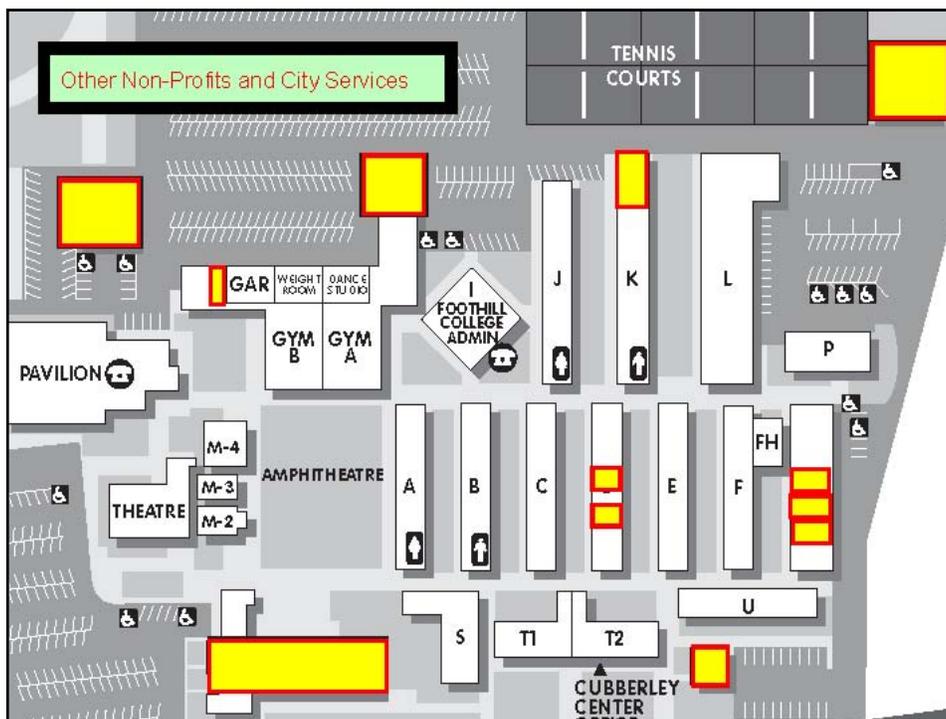
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Other Non-Profit Support and City Services

- California Law Revision Commission
- Adult School gardening class & Senior Friendship Day
- Friends of the Palo Alto Library
- Temporary Teen Center
- Temporary Library
- Office of Emergency Services PAFD
- Palo Alto Mediation
- Cardiac Therapy Assoc. Administration



26

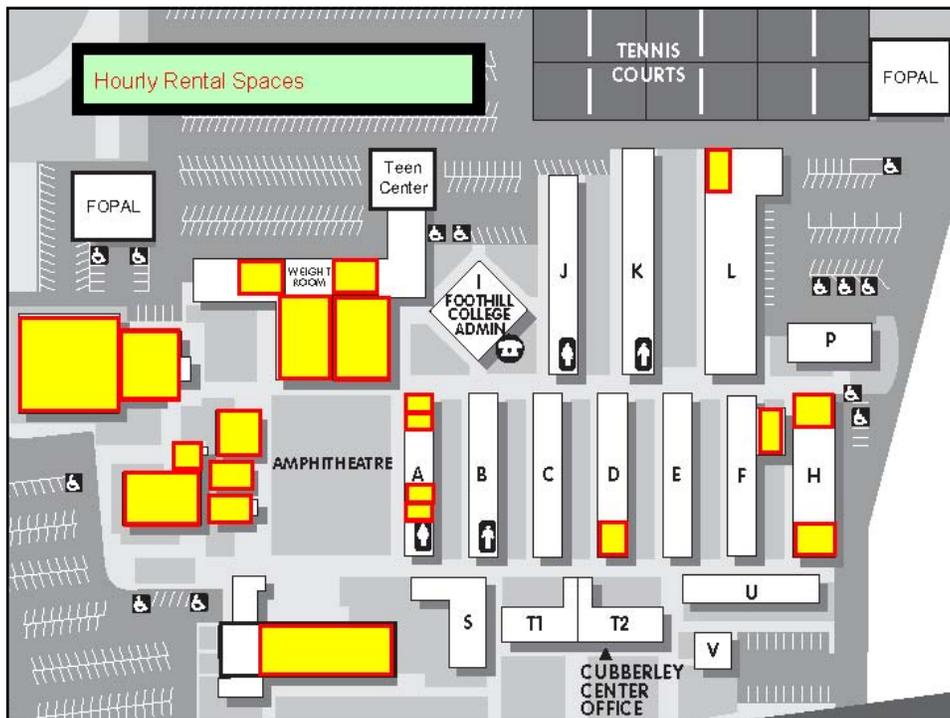


Non-Profits and Other City Services

- **Participation** – Temporary Library (261,000 annual visitors, open 8 hours day); FOPAL (155 volunteers contributing more than 23,800 hours annually and raised well over a million dollars to improve Palo Alto libraries in recent years); OES weekly training of PAFD and PAPD.
- **Use of space** – Normal business hours; Monday through Friday from 8:30am to 5:30pm.
- **Community Benefits** – Support for the City of Palo Alto augment the lack of public space to house critical services.
- **If Cubberley were not available** – Groups would need to find other office space, however options are very limited, no specific solution was given.

Hourly Rental Space/Users

- Neighbors Abroad
- Youth Community Services
- Liga Hispano Americano De Futbol - meetings
- Palentir Technologies - gym use
- International School of the Peninsula - gym use
- Grossman Academy Training
- Gideon Hausner - Jewish Day School - gym use
- Waldorf School of the Peninsula - theater rental
- Home Owner Association
- Vineyard - Faith
- Christ Temple Church - Faith
- Palo Alto Soccer Club - meetings
- Common Wealth Club - meetings
- Palo Alto Girls Softball - meetings
- Whole Foods Market - meetings
- Palo Alto Housing Corporation
- Pre-school Family
- Bay Area Amphibian and Reptile Society - meetings
- SCC Registrar Voters
- SCV Audubon Society - meetings
- National MS Society - meetings
- Palo Alto Menlo Park Mothers Club - meetings
- Earth Day Film Festival - theater



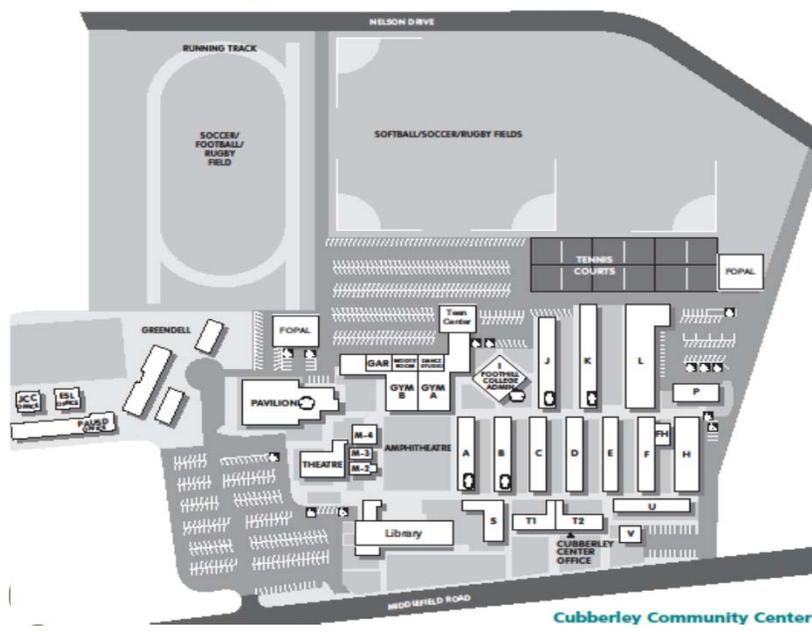
Overall Feedback

- **Participation/Visitors** – Estimate 600k+ annual
 - 44% all ages
 - 22% youth
 - 17% adults
 - 17% seniors
- **Use of space** – 6am to 10pm
- **Community Benefits** – Community Needs Committee – “What’s special about Cubberley Community Center”. A vibrant thriving community center meeting social, cultural, health and educational needs to thousands.
- **If Cubberley were not available** – 25% would no longer be in operation the remainder would relocate most of which would move out of Palo Alto due to affordability of rental rates.



31

Sports, education, dance, arts, meeting rooms, music, child care, special events, and so much more



Discussion

Q&A



PAUSD Minutes

6/28/2011

BOARD OF EDUCATION

PALO ALTO UNIFIED SCHOOL DISTRICT

Complete tape recordings of most Board Meetings are available at 25 Churchill Avenue. Meetings are also available on demand at http://www.communitymediacenter.net/watch/pausd_webcast/PAUSDondemand.html

MINUTES FOR REGULAR MEETING OF JUNE 28, 2011

<u>Call to Order</u>	<p>The Board of Education of Palo Alto Unified School District held a Regular Meeting in the Board Room at 25 Churchill Avenue, Palo Alto, California. Baten Caswell, President, called the meeting to order at 5:00 p.m.</p> <p>Members present: Ms. Melissa Baten Caswell, President Ms. Camille Townsend, Vice President Ms. Barbara Klausner Ms. Barb Mitchell Mr. Dana Tom</p> <p>Staff present: Dr. Kevin Skelly, Superintendent Mrs. Ginni Davis, Associate Superintendent Dr. Scott Bowers, Assistant Superintendent Dr. Robert Golton, Co Chief Business Official Mrs. Cathy Mak, Co Chief Business Official</p>
<u>Closed Session</u>	<p>The Board adjourned to closed session pursuant to Government Code 54957, for Employee Evaluation regarding the Superintendent; pursuant to Government Code 54957, for Employee Evaluation regarding Administrators, pursuant to Government Code 54957, for Liability Claims student vs. PAUSD and Gaona-Mendoza vs. PAUSD; pursuant to Government Code 54957.6, Conference with Labor Negotiator, Dr. Scott Bowers, regarding PAEA, CSEA, and Non-represented groups; pursuant to Government Code 54956 for Conference with Real Property Negotiators: Dr. Kevin Skelly, Dr. Robert Golton, Mrs. Cathy Mak, re: Cubberley; 4000 Middlefield Rd., Palo Alto, CA 94301</p>
<u>Approval of Agenda Order</u>	<p>The Board reconvened in open session at 6:34 p.m. Baten Caswell announced the Board voted 5-0 to approve the liability claim for Qumer vs. PAUSD and voted 5-0 to reject the liability claims for student vs. PAUSD and Gaona-Mendoza vs. PAUSD in closed session.</p> <p>MOTION: It was moved by Townsend; seconded by Tom; and the motion carried 5-0 to approve the agenda order.</p>
<u>Superintendent's Report</u>	<p>Board members gave appreciation to the student board representatives, Sophie Keller and Pierre Bourbonnais, and presented them with gifts. Skelly recognized Keller and Bourbonnais' parents for their support. Keller and Bourbonnais thanked the Board for the opportunity to both learn and serve and unwrapped the books they received.</p> <p>Skelly introduced a new staff appointment to the District, Judy Argumedo as Coordinator of Academic Success. Argumedo thanked the District and staff for the opportunity.</p>
<u>Consent Calendar</u>	<p>MOTION: It was moved by Tom, seconded by Townsend, and the motion carried 5-0 to approve the consent calendar including the certificated and classified personnel actions, approval of warrants, approval of minutes, Uniform Complaint (Williams Settlement and Valenzuela/CAHSEE Lawsuit Settlement) Quarterly Report, PAMA Memorandum of Understanding, Establishment of Tax Rate for District Bonds for the 2011-12 Fiscal Year, Renewal of Student Nutrition Services Consultant Contract for 2011-12, Budget Re-alignment for Strong Schools Bond and Building Projects Fund, Authorization to Issue Addendum No. 6 to AEDIS Architecture and Planning for Additional Services at J.L. Stanford Middle School, Annual Request to Submit an Application for Consolidated Categorical Aid, Ratification of Tentative Agreement with the Palo Alto Educators Association, Initial Negotiating Proposals Submitted by California Service Employees Association, Initial Proposals of the Board of Education for Negotiations with California Service Employees Association, Initial Negotiating Proposals Submitted by Palo Alto Educators Association, and Initial Proposals of the Board of Education for Negotiations with Palo Alto Educators Association.</p>
<u>Information</u> Recognition of Certificated and Classified Retirees for their Service to the District	<p>Bowers noted 601 years of service represented by the retirees. He mentioned that Judy Buttrell from Gunn also retired and was not included in the list.</p> <p>Board members appreciated the service of the many employees and encouraged continued sharing from alumni staff.</p>
Jan Parker Substitute Award	<p>Bowers shared the history of the award. John Parker presented Connie Daly with the award. Arthur Kinyanjui was</p>

MINUTES FOR REGULAR MEETING OF JUNE 28, 2011

honored, but not present.

Board members appreciated the service of the winners of the award and thanked John Parker for enabling the award to be given.

Action

Proposed Budget for 2011-12; Resolution 2010-11.18, Non Compliance with Balanced Budget Policy; Resolution 2010-11.19; Year-End Budget Transfer Authorization; Resolution 2010-11.20, Budget Transfer of Funds for the Fiscal Year 2011-12; Resolution 2010-11.21, Interfund Borrowing Fiscal Year 2011-12; and Resolution 2010-11.22, Establish Fund Balance Policies as Required by GASB 54

Mak mentioned that the only change to the budget from the June 14, 2011 meeting is the inclusion of the state form and updates from the state budget, including \$4 billion in new tax revenue anticipated. Mak presented a PowerPoint presentation including the following slides:

- 2011-12 State Budget Update
- Details of New Budget Deal
- Potential Impact of Mid Year Cuts to PAUSD
- Next Steps

Board questions included: which indicators can be followed regarding the budget between now and December; a status of the vote on the California state budget; steps required by the basic aid reserve policy; what to expect for the September update; and flexibility in the budget once property taxes are projected in September.

Board comments included thanks for the high quality work by the Business Services staff and appreciation for transparency and desire for it to continue through regular budget updates.

MOTION: It was moved by Tom; seconded by Mitchell; and the motion carried 5-0 to approve the Proposed Budget for 2011-12.

MOTION: It was moved by Tom; seconded by Klausner; and the motion carried 5-0 to approve the following resolutions: Resolution 2010-11.18, Non Compliance with Balanced Budget Policy; Resolution 2010-11.19; Year-End Budget Transfer Authorization; Resolution 2010-11.20, Budget Transfer of Funds for the Fiscal Year 2011-12; Resolution 2010-11.21, Interfund Borrowing Fiscal Year 2011-12; and Resolution 2010-11.22, Establish Fund Balance Policies as Required by GASB 54

Information

Update on Focused Goals and District Initiatives

Skelly presented a PowerPoint presentation on the following topics:

- Mission
- Strategic Plan Areas
- 2010-11 Academic Excellence and Learning
- Select Board Updates and Actions
- 2010-11 Staff Recruitment and Development
- PAUSD Key Senior Hires
- 2010-11 Budget Trends and Infrastructure
- Select Board Updates and Actions
- 2010-11 Governance and Communication
- Select Board Updates and Actions
- DRAFT 2011-12 Major Themes & Values
- Strategic Plan Goals
- DRAFT 2011-12 Focused Goals
- Timeline for Decision on 2011-12 Focused Goals

Board member comments included: acknowledgment of the thousands of individual experiences that families have in the District; clarifications of the language used in the draft focused goals; appreciation for the superintendent's work to stabilize the District, model its culture and values and bring out the best in staff; thanks to members of the public who attended the Board retreat; acknowledgment that the focused goals are terse in order to have senior staff elaborate; examples of how particular goals might be implemented; appreciation of Board members for their thoughts and feedback; encouragement of feedback from the community; their deep sense of responsibility to students; positive feedback on the timing of the Board retreat; the need to allocate appropriate resources when adding new goals/foci; and an explanation of the process for setting goals.

Public Comments

Ken Dauber thanked the Board and staff for their work on homework stress, counseling and the social-emotional health of students. He spoke about balancing academic with social-emotional needs, counseling disparities and a-g completion.

This item will return as a discussion item at the August 23, 2011 regular board meeting.

Action

Certification and Adoption of Mathematics Book – Gunn High School

MOTION: It was moved by Tom; seconded by Mitchell; and the motion carried 5-0 to certify and adopt *Algebra 2, Common Core Edition*.

Board member comments included: thanking Kathy Hawes from Gunn for her contribution at the June 13, 2011 meeting;

MINUTES FOR REGULAR MEETING OF JUNE 28, 2011

appreciation for teacher input and a text with compelling online resources; and a request for information shared to be included in the Board report.

Action

Certification and Adoption of English Books – Gunn and Palo Alto High Schools

Davis mentioned the enthusiasm and thorough presentation by staff about the books at the June 13, 2011 meeting.

Board member comments included: thanking the teachers from Gunn and Paly for sharing the reasons for selecting the books; acknowledgement that reading for pleasure is an important developmental asset; an appreciation of diverse experiences represented by the books; and appreciation for Davis' work as this was her last Board meeting before retirement.

MOTION: It was moved by Tom; seconded by Townsend; and the motion carried 5-0 to certify and adopt *And Then There Were None* by Agatha Christie, *Vocabulary From Latin and Greek Roots: A Study of Word Families* by Elizabeth Osborne, *The Blind Side* by Michael Lewis and *Interpreter of Maladies* by Jumphah Lahiri.

Open Forum

No public comments were made.

Discussion

District Interests Regarding Potential Sale of Cubberley

Golton mentioned the relative prosperity of both Palo Alto and Santa Clara County in support of population growth projections. He said that growth is highest among elementary age students. He presented PowerPoint slides on the following topics:

- Plan for Elementary (K-5) Growth
- Plan for Middle and High School Growth
- Maps of the Cubberley Property
- City Council Motion (DRAFT)

Skelly shared items from the City report on the topic, notes from meetings held on possible uses of Cubberley and a letter he wrote to the City Manager. He said his concerns were enrollment growth and how Foothill-De Anza would coexist with future PAUSD uses of the Cubberley site.

Public Comments

Erin Mershon encouraged class sizes to be kept at current levels and that Cubberley be part of the District's enrollment growth planning.

Susie Richardson encouraged the City, District and Foothill-De Anza to work together to create a new state-of-the-art educational center.

Ken Horowitz spoke about Foothill's alternative programs that can meet the needs of district students and encouraged a view of education in Palo Alto that includes post-secondary programs.

Claire Kirner asked what the District will do to accommodate enrollment growth.

Penny Ellson said that purchase of Cubberley by Foothill will affect the District's control and flexibility regarding the site. She encouraged a long-term District-wide plan for growth and open communication regarding priorities for the site.

Carolyn Tucher asked the District to clarify its intentions for the Cubberley property and encouraged the District retain it for use of future students.

Diane Reklis described the history of the District in terms of prosperity and school properties. She encouraged a committee form to address the issue.

Mike Cobb said that the Cubberley site can accommodate only two of the three interests: Foothill, community services and elementary-secondary students. He encouraged the District to exert its right of first refusal.

Lanie Wheeler encouraged the District to exert its right of first refusal as quickly as possible.

Board member questions included: how demographers made specific projections; whether demographers take new housing developments into account; the acreage of current high school properties; how Foothill-De Anza would use District property to accommodate its parking needs; what synergies have been identified between Foothill-De Anza and the City; how will Foothill-De Anza coexist with PAUSD needs; what decision the City has made regarding selling its portion of the Cubberley property and its timeline for decision-making; and what planning horizon the City is using in making its decision.

MOTION: It was moved by Mitchell; seconded by Tom; and the motion carried 5-0 to extend the meeting to 11:00 p.m.

Board member comments included: thanking members of the public for speaking on the topic; the importance and irrevocability of the decision; a description of the history that led to the current situation; noting projections that school capacity will be exhausted in 2022; a negative view of selling public lands in Palo Alto; desire to work together with the City; noting that current students' and future generations of students' interests come first; noting that enrollment growth in the District continues despite negative economic conditions; noting the scarcity of available land; noting that the City's discussion of Cubberley was thoughtful; noting the importance of the Cubberley property to the community's connectedness; noting the differences between the K-12 student population and college/adult-age students; noting the greater need for school space in the South cluster; a lack of support for selling Cubberley; the potential for working together as a way to yield better results for the City and District; the lack of space at Cubberley if the City sells its property to accommodate a full size high school; the District mandate to provide a free public education for children in grades K-12; noting that current high schools are being expanded to their full capacities; a need to be transparent about school and City

MINUTES FOR REGULAR MEETING OF JUNE 28, 2011

economic needs; a desire to send a message that the District needs the entire Cubberley property on a rolling basis; support for a motion to oppose the sale of the City portion of Cubberley unless a solution regarding future need for space can be found; and a need for planning to reflect District values regarding school/space design.

MOTION: It was moved by Klausner; seconded by Tom; and the motion carried 5-0 to waive the two-meeting rule.

MOTION: It was moved by Mitchell; seconded by Tom; and the motion carried 5-0 in support of the following statements:

- (1) We believe that future Palo Alto residents and PAUSD trustees will need the 35-acre contiguous Cubberley site to provide high quality and comparable K-12 educational services to all students in all neighborhoods.
- (2) We also believe that working together with the City of Palo Alto to define and address our joint Cubberley interests will produce effective and mutually beneficial decisions for the residents we serve.

Bruce Swenson from Foothill-De Anza thanked the board for their open discussion and welcomed continued good communication.

Discussion 2010 Parcel Tax Expenditure Plan

Mak said that independent, citizen oversight is required to monitor the Parcel Tax Expenditure Plan. She said that an independent auditor confirmed all the data in the plan and explained the process going forward.

This item will return as an action item on August 23, 2011.

Board comments included appreciation for the clarity and transparency of the item.

Action Duveneck Schematic Design, Budget Approval, Architect Contract, CEQA and Authorization to Proceed

Board member comments included: desire for flexibility regarding changes to plans at a later date; a readiness to move forward on Duveneck; noting further needs at Garland and other sites; a need to address earthquake risk at Duveneck; noting that Duveneck's site growth and current facilities do not meet District values regarding comparability of student experience; need for investment in common facilities (such as the library) given the tremendous student growth at the site; insufficient justification for the prioritization of the Duveneck project over the Hoover project; the effect that bringing Garland back into the District has on the decision given that it is located in the same cluster as Duveneck; concern about the size of the budget for the project given a possible need to make a future site acquisition; a desire to use Garland as something other than a neighborhood school since capacity will be increased nearby; and a discomfort with the inherent level of risk in making this decision.

MOTION: It was moved by Townsend; seconded by Klausner; and the motion carried 5-0 to extend the meeting to 11:30 p.m.

MOTION: It was moved by Townsend; seconded by Tom; and the motion carried 3-2 (with Klausner and Mitchell voting no) to:

1. Approve the schematic design for Duveneck Elementary School and authorize staff to proceed to the design development phase for this project.
2. Approve a new project budget for Duveneck Elementary School in the amount of \$11,088,757, funded in the amounts shown in Table 1 from the Elementary Reserve and Elementary Classroom Improvements project funds.
3. Approve Addendum No. 11 to Gelfand Partners to provide design services for the Duveneck Elementary School expansion project and deduct for Elementary Classroom Improvements project for a net amount of \$512,847.
4. Authorize staff to file a Notice of Exemption for the Duveneck Elementary School project.
5. Approve a contract with OCMI in an amount not to exceed \$618,695 to perform project and construction management services for the Duveneck Elementary School project.

Action Authorization to Bid Six Modular Building Installations at Jordan Middle School

Board member questions included: does capacity increase at Jordan through use of the modulars and what are the benefits of leasing versus buying modulars.

MOTION: It was moved by Mitchell; seconded by Tom; and the motion carried 5-0 to authorize staff to solicit bids for the modular building installations at Jordan Middle School.

Discussion Authorization to Bid Strong Schools Bond Projects for Jordan and Terman Middle Schools

This item will return on the consent calendar for the July 19, 2011 Board meeting.

MOTION: It was moved by Townsend; seconded by Klausner; and the motion carried 5-0 to extend the meeting to 11:45 p.m.

Discussion Authorization to Bid for Palo Alto High School Stadium Field

This item will return on the consent calendar for the July 19, 2011 Board meeting.

Board member questions included: is this the first design-built project at PAUSD and clarification for how the bleachers will be bid and approved.

MINUTES FOR REGULAR MEETING OF JUNE 28, 2011

Action

Creation of Los Altos Hills Town Council (LAHTC) / PAUSD Liaison Committee and Nomination of Representative

MOTION: It was moved by Townsend; seconded by Mitchell; and the motion carried 5-0 to create the Los Altos Hills Town Council (LAHTC) / PAUSD Liaison Committee and nominate Barbara Klausner as representative for the 2011 calendar year.

Action

2011-12 Board of Education Assignments to Schools and Programs

One change was made from the original Board enclosure. Barbara Klausner is assigned to Jordan Middle School.

MOTION: It was moved by Townsend; seconded by Klausner; and the motion carried 5-0 to approve the Assignment of Board Members to Schools, Special Programs and Parent Groups.

Action

Appointment of Chief Business Officer

MOTION: It was moved by Townsend; seconded by Klausner; and the motion carried 5-0 to approve the contract for Cathy Mak, effective July 1, 2011.

Bowers said that Mak shares her CBO title with Bob Golton and is supported by Fiscal Manager, Yancy Hawkins. However, Skelly said that Golton's title may change from Co-CBO at end of his two-year contract.

Action

Extension of the Superintendent's Employment Contract

Bowers said that all terms within the contract remain the same. Board members expressed their appreciation for Dr. Skelly's work.

MOTION: It was moved by Mitchell; seconded by Townsend; and the motion carried 5-0 to approve the amendment to the Superintendent's Employment Contract to extend the term of the contract to June 30, 2015.

Board Members' Reports

Mitchell said that she will send the most recent minutes for the Rail Corridor Task Force committee; the July meeting was cancelled.

Skelly recommended Board meetings on July 12 and 19 to begin construction projects during the summer while students are not on campus. Board members will send their availability to staff.

Klausner asked for notes from the year-end Project Safety Net meeting to be shared.

Adjournment

The meeting was adjourned at 11:45 p.m.



Secretary to the Board

PAUSD Minutes

9/4/2012

BOARD OF EDUCATION

PALO ALTO UNIFIED SCHOOL DISTRICT

Complete video recordings of most Board Meetings are available at 25 Churchill Avenue. Meetings are also available on demand at http://www.communitymediacenter.net/watch/pausd_webcast/PAUSDondemand.html

MINUTES FOR REGULAR MEETING OF SEPTEMBER 4, 2012

<u>Call to Order</u>	<p>The Board of Education of Palo Alto Unified School District held a Regular Meeting in the Board Room at 25 Churchill Avenue, Palo Alto, California. Townsend, President, called the meeting to order at 6:33 p.m.</p> <p>Members present: Ms. Camille Townsend, President Mr. Dana Tom, Vice President Ms. Melissa Baten Caswell—arrived at 8:15 p.m. Ms. Barbara Klausner Ms. Barb Mitchell</p> <p>Staff present: Dr. Kevin Skelly, Superintendent Dr. Charles Young, Associate Superintendent Dr. Scott Bowers, Assistant Superintendent Dr. Robert Golton, Bond Program Manager Mrs. Cathy Mak, Chief Business Official</p>
<u>Approval of Agenda Order</u>	<p>Townsend announced the Board took two actions, 5-0 to place a classified employee on the 39-month reemployment list and 5-0 to place a certificated employee on the 39-month reemployment list.</p> <p>MOTION: It was moved by Mitchell, seconded by Klausner, and the motion carried 5-0 to approve the agenda order.</p>
<u>Superintendent's Report</u>	<p>Skelly noted Gunn High School junior Cadence Lee's myriad wrestling accomplishments and Gunn High School Director of Bands Todd Summer's election as President of the California Music Educators Association Bay Section.</p> <p>Skelly introduced Wendy Goodridge as new Mental Health Supervisor for the district. Goodridge spoke about changes to how mental health services are delivered to students and challenges. Board members welcomed Goodridge to the district.</p>
<u>Student Board Reports</u>	<p>Villanueva spoke about freshman elections, Club Day on September 14, and introduced Paly ASB officers. Jessica Tam, Paly ASB President, spoke about the annual theme of integration and inclusion. Villanueva also spoke about back-to-school night, longer library hours, Crucible auditions and sports scrimmages.</p> <p>Dubey spoke about varsity football and volleyball success, back-to-school night, the back-to-school dance, the homecoming theme "California Dreaming," and library hours.</p>
<u>Superintendent's Report Continued</u>	<p>Skelly said he hoped to have the enrollment update at the September 18 Board meeting. He mentioned the upcoming Paly-Gunn little "Big Game" on September 21.</p> <p>Townsend mentioned how the Palo Alto Black and White Ball will support District activities.</p>
<u>Consent Calendar</u>	<p>MOTION: It was moved by Mitchell; seconded by Klausner; and the motion carried 5-0 to approve the consent calendar including the classified and certificated personnel actions, approval of minutes, and Appointment of Three Members to the Citizens' Oversight Committee for the Strong Schools Bond.</p>
<u>Discussion</u> 2011-12 Ending Balance and Budget Update for 2012-13; Resolution #2012-13.05: Adoption of Appropriation Limits for 2011-12 and 2012-13	<p>Mak made a PowerPoint presentation including the following slides:</p> <ul style="list-style-type: none">- Budget Development/Financial Reporting Calendar for the 2012-13 & 2013-14 Budget- Summary- 2011-12 Ending Fund Balance- Property Tax Close Out for 2011-12- Property Tax Current Year 2012-13- Property Tax Growth- Revenue Trends – Per Student Funding- Change In Property Tax Revenue Amount and Percentage- Change In Enrollment # of Students and Percentage- Change In Property Tax Revenue Per Student

MINUTES FOR REGULAR MEETING OF SEPTEMBER 4, 2012

- Amount and Percentage
- Downside Risk
- Upside Potential
- Tax Initiatives – November Election
- Managing Employment Related Liabilities
- Pension Reform

Board member questions and comments included: whether growth was better or worse than projected; whether bond issues will benefit from higher assessed values; noting the District's ability to weather financial difficulties; clarification on total funding, including that is allocated by school sites versus by the central district office; how much money is controlled by the district centrally; how much discretionary spending is available; clarification on the guidelines for a Basic Aid district for its reserve; noting local property tax growth and potential loss of State funding; noting the impact of PIE funding; noting crowding in classrooms; and praise for the work of Mak and her staff.

Student Board members commented on the magnitude of the budget problem and asked whether students would feel the effect of an approximately \$450 cut per student.

Mak commented on how the District aims to keep cuts out of the classrooms as much as possible.

This item will return for action at the September 18, 2012 regular meeting.

Action
Resolution 2012-13.04 to Support
Propositions 30 and 38

A Board member clarified why she was abstaining and encouraged voters to research the two measures. Other Board members gave support for the measure as they saw no better alternative to fund schools in the short term.

MOTION: It was moved by Tom; seconded by Klausner; and the motion carried 3-0 with one abstention (Mitchell) and one Board member absent (Baten Caswell) to adopt Resolution 2012-13.04 to Support Propositions 30 and 38.

Action
Direction for Cubberley
Community Advisory Committee
(CCAC) / Policy Advisory
Committee (CPAC) Work and
Request for Authorization to Begin
Preliminary Work on Exploration
of Fourth Middle School Site

Skelly recommended simpler language proposed to clarify the work of the Cubberley Community Advisory Committee (CCAC) and presented the following slides:

- PAUSD Interests
- Suggested simpler language for PAUSD Interests
- Direction from the Board to the CPAC and the CCAC
- Seven alternative questions
- Additional Request to the Board – Regarding a Fourth Middle School Site

Board member questions and comments included appreciation for the questions posed to the CCAC and rewording/clarification around some of the questions.

Public Comments

Wynn Hausser encouraged active engagement between the school district and the City on the preservation of Cubberley as a community resource.

Mandy Lowell shared discussion and questions from the last CCAC meeting.

Further Board member questions and comments included: uncertainty around whether the District would scrape the current Cubberley buildings and completely rebuild in the future; desire for all buildings to be DSA compliant to have maximum flexibility for the future; desire for questions to be broad and non-direct for the CAC; desire for a scenario that reflects the common interests of the City Council and the School District; and a request for further clarification on the City's collective interests.

Skelly said he thought that the facilities at Cubberley have some life left in them. He said that he would provide the information to the CAC at their meeting the next evening.

MOTION: It was moved by Mitchell; seconded by Baten Caswell; and the motion carried 5-0 to affirm the PAUSD interests and Direction from the Board to the CPAC and CCAC as noted below and to authorize staff to explore potential sites for a fourth middle school other than the Cubberley site and engage services to support this effort.

PAUSD Interests

- In the near term, the District has an interest to renew the lease for an additional five year period when it expires on December 31, 2014.
- In the long term, the District wishes to preserve its option to reopen Cubberley for a future school or schools.

MINUTES FOR REGULAR MEETING OF SEPTEMBER 4, 2012

Questions to Guide the work of the CCAC

1. What are the current community uses?
2. What are the desired combined/shared uses if Cubberley is to serve as both a school site and a community resource?
3. What criteria should be used to prioritize uses?
4. What criteria should be used to determine site/use capacity?
5. What are infrastructure maintenance priorities at Cubberley?
6. What are the options for funding these infrastructure maintenance priorities?
7. What lease renewal alternatives match the interests of the City and PAUSD?

Action

Annual Focused Goals and District Initiatives

Skelly described work on the item since the last meeting. Young and Skelly made a PowerPoint presentation including the following slides:

- Goal Setting Framework
- Focus Goal #1
- Goal A1 Outcomes
- Goal A1 Activities
- Focus Goal #2
- Goal A2 Outcomes
- Goal A2 Activities
- Focus Goal #3
- Goal A3 Outcomes
- Goal A3 Activities
- Focus Goal #4
- Goal A4 Outcomes
- Goal A4 Activities
- Focus Goal #5
- Goal A5 Outcomes
- Goal A5 Activities
- Budget Trends and Infrastructure
- Governance and Communication

Public Comments

Wynn Hausser gave feedback on the goals involving homework and guidance at Gunn and asked that overlapping project/test deadline reduction and Schoology adoption be added to the focused goals.

Rajiv Bhateja asked that homework and grade data from teachers be made available online and that adoption of Schoology or a similar tool be made a condition of employment in the District.

Kathy Sharp made suggestions regarding metrics and baseline service delivery methods for the guidance annual focused goal.

Ken Dauber gave feedback on the goal involving guidance and asked that reducing overlapping project/test deadlines and adoption of Schoology be focused goals for the year.

Skelly said that test/project deadlines and Schoology were not good topics for this year's focused goals, but would be addressed in other ways. He also asked the Board to avoid prescribing grade weightings for homework or specific ways in which late homework should be addressed. He said a better approach for the District is to find ways to reduce the number of D and F grades. He said the District is confident that it can achieve comparability on the delivery of guidance/counseling services at the two high schools.

Board member questions and comments included: appreciation for staff work; desire for more information about Schoology and noting some of its problems; opposition to a District-level directive on homework weighting; desire for plans to address obstacles to students completing the A-G requirements once they are identified; praise for Schoology as a tool to help implement the Homework policy; desire for an implementation date for Goal A3; desire for a numerical goal for A4; a need for a baseline and way of measuring improvements to Board productivity; desire to hear about changes at SPSAs from each school on how stress has been reduced; a better description of Schoology; desire to assure the community that Gunn is having an opportunity to make changes to its guidance system; praise for the improved version of the District's goals documentation; desire to have a Board policy on counseling to guide work; and desire to improve satisfaction with guidance.

Student Board members asked for clarification on the goal about guidance/counseling at the high schools (Goal A3).

Skelly said a presentation on Schoology will be made at an upcoming Board meeting. He noted that the new graduation requirements do not begin until 2016. He reworded the A3 goal on counseling and said that the BPRC will examine the current counseling policy.

MINUTES FOR REGULAR MEETING OF SEPTEMBER 4, 2012

MOTION: It was moved by Baten Caswell; seconded by Tom; and the motion carried 5-0 to extend the meeting to 11:30 p.m.

Further Board member comments included: desire to clarify that outcomes are measured by satisfaction with service levels; desire to use accuracy of time estimations for Board meetings to determine success; noting that Board meeting time is a limited resource; and clarification that lowering Ds and Fs is not grade inflation.

Skelly confirmed the following changes to the text of the Annual Focused Goals and Outcomes, Activities and Owners documents:

- Change Goal A3 to "Create a plan to improve guidance programs at both high schools to assure comparable high quality services and outcomes for the 2013-14 school year, while implementing improvements this school year."
- Add "quality" to Goal A3 outcome to read: "Report comparable and higher *quality* services and outcomes in 2013 Strategic Plan survey re: counseling services at high schools."
- Add "by at least three percent" to Goal A4 Outcome to read: "Report higher results of social-emotional-physical health and connectedness in Strategic Plan survey results and latest CHKS data *by at least three percent.*"
- Cut "Develop policies and processes to" from Goal C1 to read: "Anchor strategic priorities in annual budget development planning."

MOTION: It was moved by Baten Caswell; seconded by Klausner; and the motion carried 5-0 to adopt the [2012-2013 Annual Focused Goals](#) as amended.

Open Forum

Ken Dauber shared concerns of working parents to attend meetings regarding improving guidance at Gunn. He asked that parents from feeder schools be included and more of them involved.

Srinivasan Subramanian asked for a greater focus on the quality of teaching in the District's goals.

Information

Summary of Progress on Strategic Plan Goals 1, 2 and 3

Wilnot made a PowerPoint presentation including the following slides:

- Agenda
- Summary Points: CST Scores 2008 to 2012
- Strategic Plan Goal 1: On Grade Level
- Goal 1: On Grade Level Definition
- Goal 1: ELA On Grade Level
- More students moving to Advanced ELA Proficiency (3rd-8th grade)
- Has there been growth in meeting Goal 1: ELA Proficiency across subgroups?
- Closing the Achievement Gap: ELA Proficiency, 2008 to 2012
- Closing the Opportunity Gap: ELA Proficiency, 2008 to 2012
- Goal 1: Math on Grade Level (3rd-8th grade)
- Understanding the context: Algebra 1 Data
- Goal 1: Math on Grade Level (3rd-7th grade)
- More students moving to Advanced Math Proficiency (3rd-7th grade)
- Has there been growth in meeting Goal 1: Math Proficiency across subgroups?
- Closing the Achievement Gap: Math Proficiency, 2008 to 2012
- Closing the Opportunity Gap: Math Proficiency, 2008 to 2012
- Strategic Plan Goal 2 –Year's Progress
- Goal 2: Year's Progress Definition
- Goal 2: Year's Progress From 2011 to 2012 Grades 3-8 in ELA
- Goal 2: Year's Progress in ELA
- Has there been growth in meeting Goal 2: Year's Progress in ELA across subgroups?
- Closing the Achievement Gap: Year's Progress in ELA, 2008 to 2012
- Closing the Opportunity Gap: Year's Progress in ELA, 2008 to 2012
- Goal 2: Year's Progress From 2011 to 2012 Grades 3-8 in Math
- Goal 2: Year's Progress in Math (without 8th Graders)
- Has there been growth in meeting Goal 2: Year's Progress in Math across subgroups?
- Closing the Achievement Gap: Year's Progress in Math, 2008 to 2012
- Closing the Opportunity Gap: Year's Progress in Math, 2008 to 2012
- Goal 2: Year's Progress in Math
- Goal 2: Year's Progress Definition
- Strategic Plan Goal 3: Reduce Not Yet Proficient
- Goal 3: Reduce Not Yet Proficient Definition
- Goal 3: Not Yet Proficient in ELA
- Has there been growth in meeting Goal 3: Reducing NYP in ELA across subgroups?
- Closing the Achievement Gap: Reducing NYP in ELA, 2008 to 2012

MINUTES FOR REGULAR MEETING OF SEPTEMBER 4, 2012

- Closing the Opportunity Gap: Reducing NYP in ELA, 2008 to 2012
- Goal 3: Not Yet Proficient in Math
- Goal 3: Not Yet Proficient in Math (without 8th graders)
- Has there been growth in meeting Goal 3: Reducing NYP in Math across subgroups?
- Closing the Achievement Gap: Reducing NYP in Math, 2008 to 2012
- Closing the Opportunity Gap: Reducing NYP in Math, 2008 to 2012
- Summary Points

Public Comment

Ken Dauber said it would be useful to look at certain data in light of race. He complimented Wilmot for her work.

Susan Usman noted how positive the data was and congratulated District staff for reducing the achievement gap.

Sara Woodham expressed concern about a drop off in African American students taking the CST tests and asked that the base year for comparing data be changed.

Skelly gave a possible explanation for why fewer African American students were taking the CSTs. He noted that the 3rd grade test is very difficult. Skelly said that the DRA is used for helping with learning, not to assess learning. Wilmot said with the new Common Core Standards, proficiency beyond grade level will be better measured. She also noted SPSAs will be significantly changed this year.

MOTION: It was moved by Klausner; seconded by Baten Caswell; and the motion carried 5-0 to extend the meeting to 11:50 p.m.

Board member questions/comments included: desire for more information on students that moved from advanced to proficient in terms of patterns; interest in programmatic implications of the testing numbers; whether students go on to take Algebra 1 in high school and can their progress be tracked; how the data can be further disaggregated; which students would like to be targeted by teachers; praise for Wilmot, teachers and all staff that work with students; and a request to remove "noise" in the data.

MOTION: It was moved by Klausner; seconded by Baten Caswell; and the motion carried 5-0 to extend the meeting to 12:00 a.m.

Discussion

Variable Term Waiver for Library
Media Teacher

This item will return on the consent calendar at the September 18, 2012 regular meeting.

Discussion

Renewal of Student Teaching and
Intern Agreements

This item will return on the consent calendar at the September 18, 2012 regular meeting.

Board Operations/Members' Reports

The upcoming Board Policy Review Committee meeting was noted. Klausner and Baten Caswell attended the Regional Housing Mandate Committee meeting and said they would share information with the Board.

Adjournment

The meeting was adjourned at 12:00 a.m.



Secretary to the Board

CCAC Forum #2 Power Point Presentations

1/24/2013

School Needs Subcommittee
Conclusions:

1. District is unlikely/unable to give rights for more than 10 years,
2. We agree with that position.

School Needs Subcommittee Report 1

Will enrollment growth really require
Cubberley lands?

- Demographics
- Palo Alto – new housing units?
- Education / technology options
- Other lands owned by District

School Needs Subcommittee Report 2

December, 2012 Demographers Report

All High Schools

Grade	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
9	941	929	958	1010	1022	1150	1140	1176	1121	1076	1103
10	853	943	927	955	1011	1023	1147	1142	1174	1122	1089
11	878	842	927	911	943	1004	1014	1138	1132	1164	1126
12	831	860	824	906	890	931	994	1003	1126	1118	1157
Subtotals:	3503	3574	3636	3782	3866	4108	4295	4459	4553	4480	4475
Pct Chg:		2%	1.7%	4%	2.2%	6.3%	4.6%	3.8%	2.1%	-1.6%	-0.1%
Totals:	3503	3574	3636	3782	3866	4108	4295	4459	4553	4480	4475
Capacity:	4600	4600	4600	4600	4600	4600	4600	4600	4600	4600	4600
Open Seats:	1097	1026	964	818	734	492	305	141	47	120	125

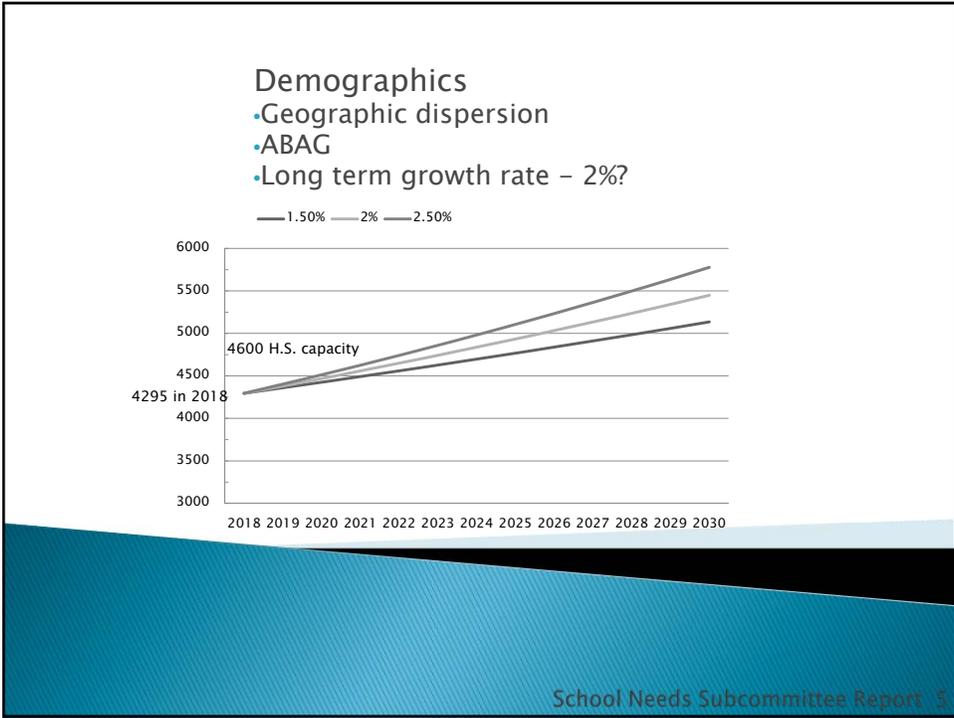
December, 2012 Demographers Report

Student Generation from Planned Housing Developments

The following 11 projects have received some level of planning approval from the City of Palo Alto. Our demographers have estimated the number of students that will be generated from each project based on past experience with similar developments. Developments with more than one type of housing are listed once for each type. In addition to the planned housing listed below, several housing developments have been proposed but not yet approved.

ProjectName	Type	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
395 Page Mill and 3045 Park Blvd	M	0	0	58	58	0	0	0	0	0	0
567 -595 Maybell Avenue	SD	0	0	0	11	0	0	0	0	0	0
Alma Housing	M	50	0	0	0	0	0	0	0	0	0
Alma Plaza	M	14	0	0	0	0	0	0	0	0	0
Alma Plaza	SD	18	19	0	0	0	0	0	0	0	0
El Camino	M	12	0	0	0	0	0	0	0	0	0
Fry's Location	SD	0	0	0	0	0	0	0	0	0	374
Olmsted Terrace	SA	32	0	0	0	0	0	0	0	0	0
Page Mill	M	42	42	0	0	0	0	0	0	0	0
Stanford Mayfield Development Agreement-Calif	SA	0	0	0	90	90	0	0	0	0	0
Stanford Mayfield Development Agreement-El Camino	M	0	0	0	35	35	0	0	0	0	0
Tree House	M	35	0	0	0	0	0	0	0	0	0
Total:		203	61	58	194	125	0	0	0	0	374

KEY: M=Multi-family; SD=Single-Family Detached; SA= Single Family Attached



Education / technology options

- Virtual classrooms
- Extended hours
- Extended months

Maybe – but not now

School Needs Subcommittee Report 6

Other locations?
 Yes but nowhere near the room for
 an additional high school.
 Sell Cubberley to City and buy
 elsewhere?

DRAFT Oct. 2012

Palo Alto Unified School District Property

Site	Street Address	Acres	Grade Level	2011-2012 Enrollment	Students per Acre
Addison Elem School	650 Addison Avenue	4.6	K-5	472	103
Barron Park Elem School	800 Barron Avenue	7.0	K-5	336	48
Briones Elem School	4100 Orme Street	6.5	K-5	415	64
Duveneck Elem School	705 Alester Avenue	6.5	K-5	501	77
El Carmelo Elem School	3024 Bryant Street	4.0	K-5	414	104
Escondido Elem School	890 Escondido Road	7.9	K-5	574	73
Fairmeadow Elem School	500 E. Meadow Drive	4.9	K-5	504	103
Walter Hays Elem School	1525 Middlefield Road	7.2	K-5	536	74
Hoover Elem School	445 E. Charleston Road	5.6	K-5	416	74
Nixon Elem School	1711 Stanford Avenue	10.7	K-5	481	45
Ohlone Elem School	950 Amarillo Avenue	7.2	K-5	583	81
Palo Verde Elem School	3450 Louis Road	5.0	K-5	417	83
Greendell Site	4120 Middlefield Road	5.0	K, Adult, Other		
Subtotal		82.1		5649	
Average		7		471	73
Jordan Middle School	750 N. California Aven	19.0	6-8	1,015	53
JLS Middle School	480 E. Meadow Drive	26.2	6-8	1,001	38
Terman Middle School	655 Arastradero Road	6.6	6-8	663	100
Subtotal		51.8		2679	52
Gunn High School	780 Arastradero Road	49.7	9-12	1,864	38
Palo Alto High School	50 Embarcadero Road	44.2	9-12	1,885	43
Subtotal		93.9		3749	40
Fremont Hills Site	26800 Fremont Road	7.0	Leased to Pinewood School @ \$105,231/month, expiration 6/30/2033, option 6/30/2023		
Garland Site	870 N. California Aven	5.0	Leased at \$59,563/month, expiration 6/30/2014		
525 San Antonio	525 San Antonio Road	2.6	Leased to Athena Academy @ \$10,000/month expiration 6/30/2014		
Cubberley Site	Middlefield Road	28.0	Payment for lease/covenant/child care is \$581,533/month		
Ventura Site Right to Purchase (previously conveyed to CPA)	3990 Ventura Court	4.6	Right to repurchase 2.4 acres @ current market value 2.2 acres @ 75% of current market value		
Total		275.0			

And about the 8 acres,

And about maintenance, ...

School Needs Subcommittee Report 9

School Needs Subcommittee
Conclusions:

1. District is unlikely/unable to give rights for more than 10 years,
2. District credibly believes it will need 35 acres for academic use.

School Needs Subcommittee Report 10

Cubberley Community Center

“Let’s take a closer look....”

A Report of the Community Needs
Subcommittee

January 24, 2012



Background

Cubberley Master Plan – 1991

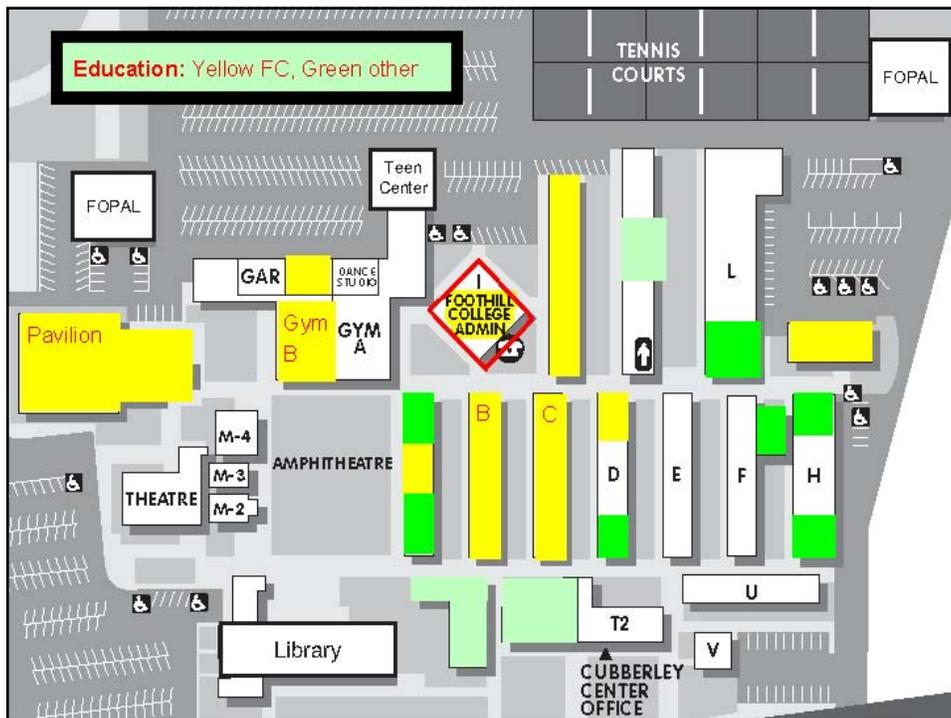
Neighborhood Concept – clusters of related programs
and services:

1. Education – Preschool through Adults
2. Indoor Sports and Health
3. Outdoor Sports
4. Artists in Residence
5. Music & Theater
6. Dance
7. Hourly Rental Space



Education

- Good Neighbor Montessori
- The Children’s Pre-School Center
- Acme Education Group
- Bay Area Arabic School
- Dutch School Silicon Valley
- Hua Kuang Chinese Reading Room
- Middlefield Campus/Foothill College
- Museo Italo Americano
- Kumon Math and Reading



Education

- **Participation** – Enrollment in these programs, which includes Foothill College, brings almost 4,400 students to the Cubberley campus annually, (70% residency - Excluding Foothill College).
- **Community Benefits** –
 - Excellent early child care and education is part of the infrastructure of any vibrant city
 - Value Lifelong Learning
 - Language instruction
 - Cultural exchange
 - Complements public schools



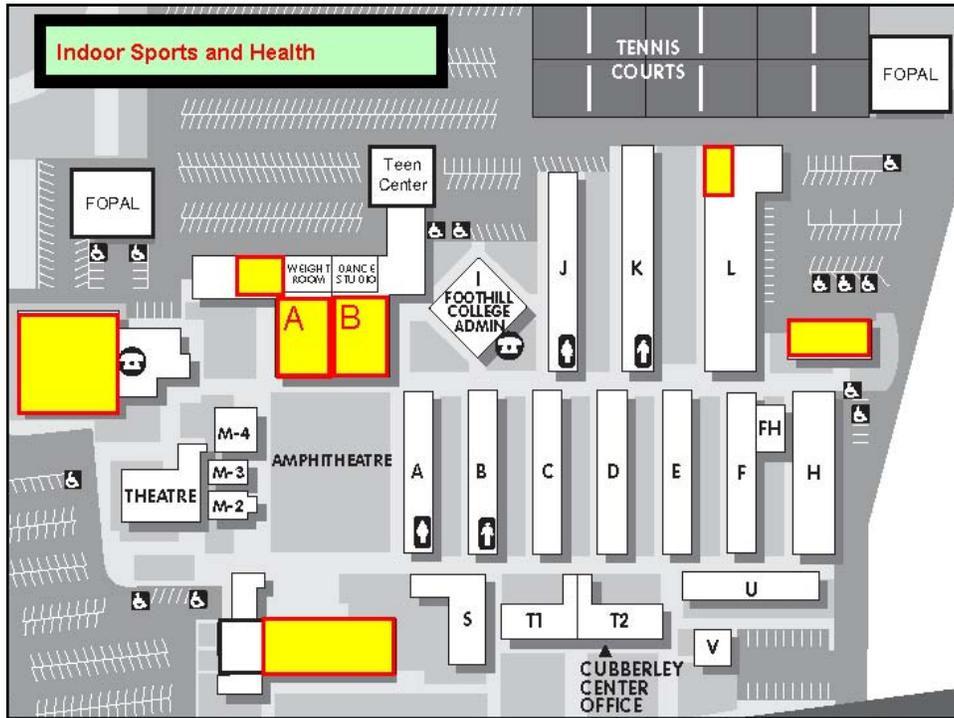
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Indoor Sports and Health

- Traditional Wushu
- Cardiac Therapy Assoc.
- Adult Volleyball
- Youth – Sports Camps
- YMCA Basketball
- Palo Alto Midnight basketball
- National Junior Basketball
- SSC Futsal
- SVK Self Defense
- Tri City Youth Group
- Cheuk Fung Yi Chuang
- Futsal – (indoor soccer)
- Martial Arts
- Stroke
- Aerobics
- REACH: A Program For Post-Stroke
- 101 Basketball
- Bay Area 3 on 3
- Special Olympics
- Palo Alto Elite Volleyball
- Senior Table Tennis Club
- Belly Rumba with Sol



6



Indoor Sports and Health

- **Participation** –Indoor gym space and health fitness is reserved by multiple organizations and groups serving all ages; 1,800- 2000 participants. Residency varies.
- **Community Benefits** –
 - Wide variety of Recreational activities
 - Exercise, health
 - Wellbeing, social outlet
 - Special needs

Outdoor Sports

Fields:

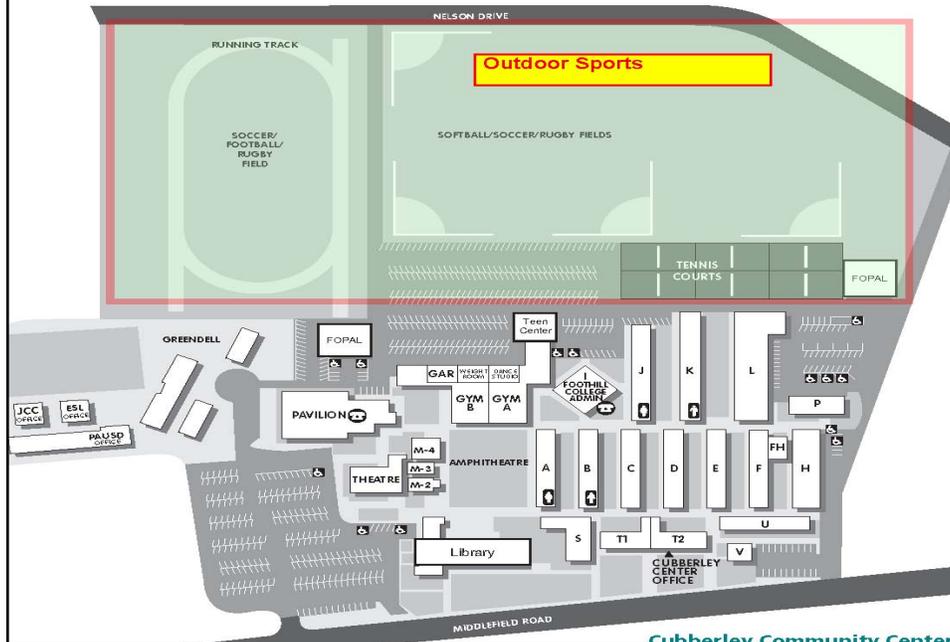
- Palo Alto AYSO
- Palo Alto Soccer Club
- Stanford Soccer Club
- Silicon Valley Adult Sports
- Palo Alto Adult Soccer Club
- Palo Alto Girls Softball
- League tournaments
- Drop-in public Use

Tennis:

- Gunn High School
- Castilleja School
- Girls Middle School
- USTA Leagues
- Palo Alto Tennis Club
- Drop-in public Use



Sports, education, dance, arts, meeting rooms, music, child care, special events, and so much more



Outdoor Sports

- **Participation** – Organized field users account for approximately 7,000 participants a year (although not all play occurs at Cubberley fields). Play occurs 7 days a week for most of the year. Residency is estimated to be 70%+.

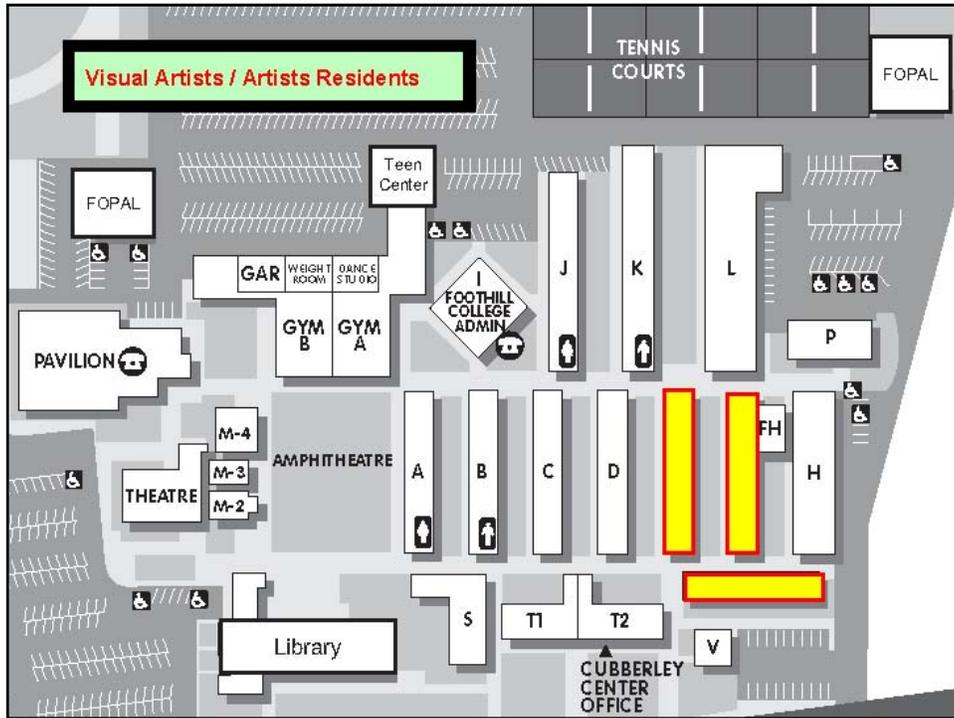
- **Community Benefits** –
 - Opportunity to participate in team sports
 - Chance for youth and adults to develop their athletic skills
 - Physical fitness and health
 - Social outlet



Visual Arts / Artists in Residence (22)

- | | |
|--------------------|---------------|
| L. ANDERSON | I. INFANTE |
| L. BOUCHARD | S. INGLE |
| U. DELARIOS | S. KISER |
| K. EDWARDS | M. LETTIERI |
| M. FLETCHER | A. McMILLAN |
| P. FOLEY | J. NELSON-GAL |
| L. GASS | M. PAUKER |
| M. GAVISH | N. RAGGIO |
| B. GUNTHER | C. SULLIVAN |
| P. HANNAWAY | N. WHITE |
| A. HIBBS - vacated | C. VALASQUEZ |



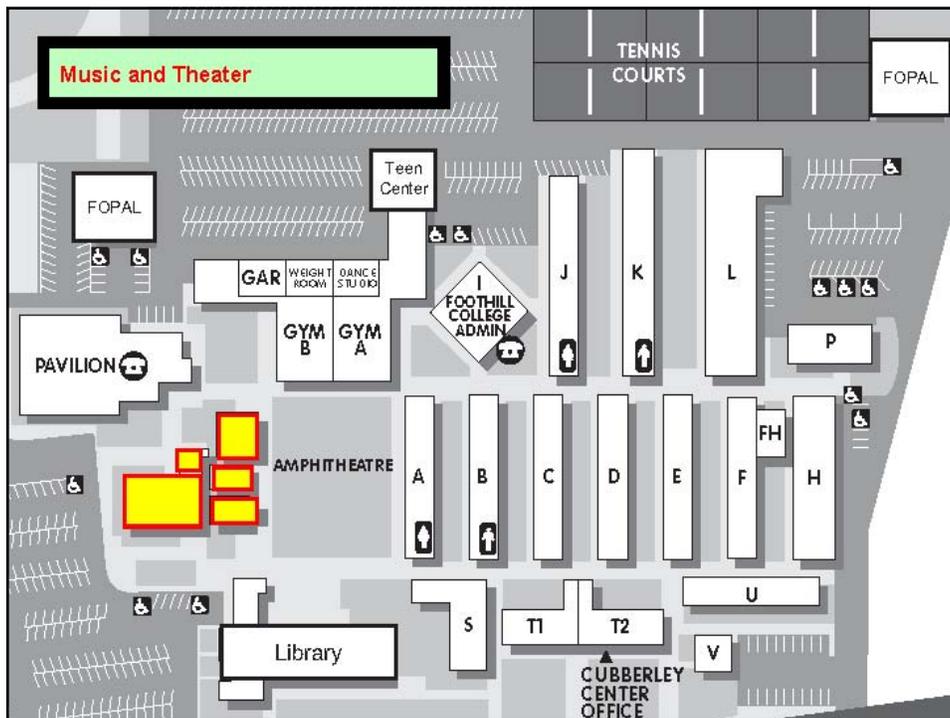


Artists in Residence

- **Participation** – 22 Artists occupy 17 studio spaces (50% residents). Artists who teach classes in their studios average 20-30 students per quarter (65% residency); visitors to the annual Open Studios events vary; average 500 visitors per studio per year.
- **Community Benefits** –
 - The Program is intended to establish a community of visual artists who support, collaborate, and exchange ideas with one another and the community.

Music & Theater

- El Camino Youth Symphony
- Palo Alto Chamber Orchestra
- Palo Alto Philharmonic
- Peninsula Piano School
- Peninsula Women's Chorus
- Bats Improv
- Peninsula Youth Theater
- Jayendra Kalakendra
- Shiva Murugan Temple
- Nuber Folk Dance
- Shri Krupa
- Sankalpa Dance Foundation
- Vaidica Vidhya Ganapathi Center
- Heritage Music Festivals



Music & Theater

- **Participation** –These programs show enrollment of 500 or more students/participants at any given time (residency 45%). Approximately 100 theater events, audience participation 20,000+ annually.
- **Community Benefits** –
 - A majority of these programs are targeted at youth
 - These programs complement music and theater opportunities available within the school settings.



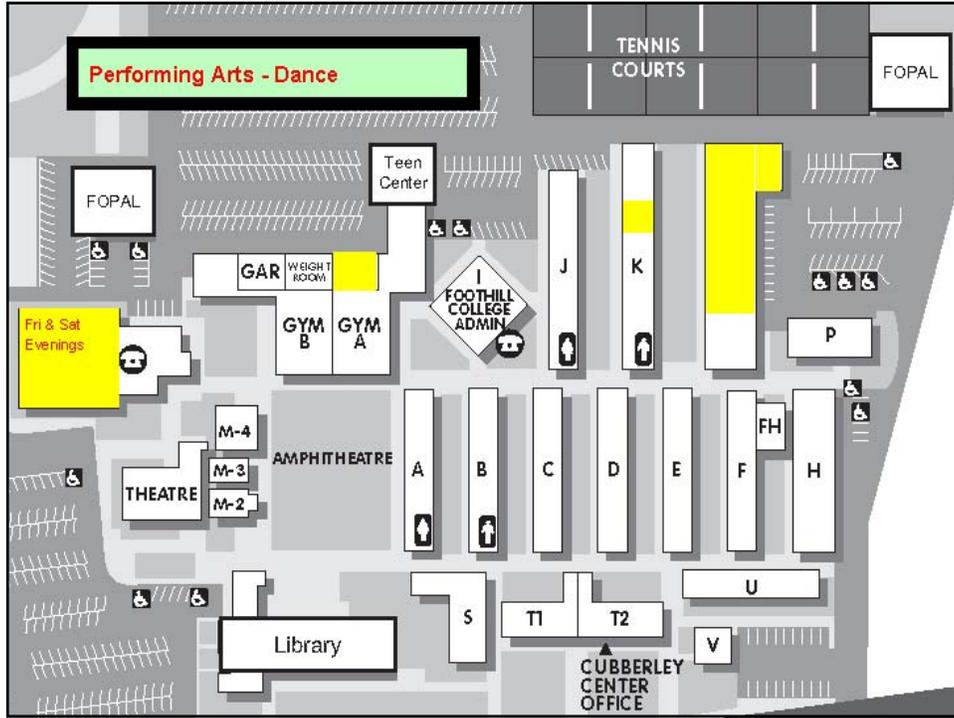
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Performing Arts - Dance

- Dance Connection
- Dance Kaiso/Wilfred Mark
- Dance Visions
- Friday Night Dancers
- Guru Shadha
- Raices de Mexico Ballet Folklorico
- Saturday Night Ballroom Dancing
- The Red Thistle Dancers
- Zohar Dance Company & Studio



18

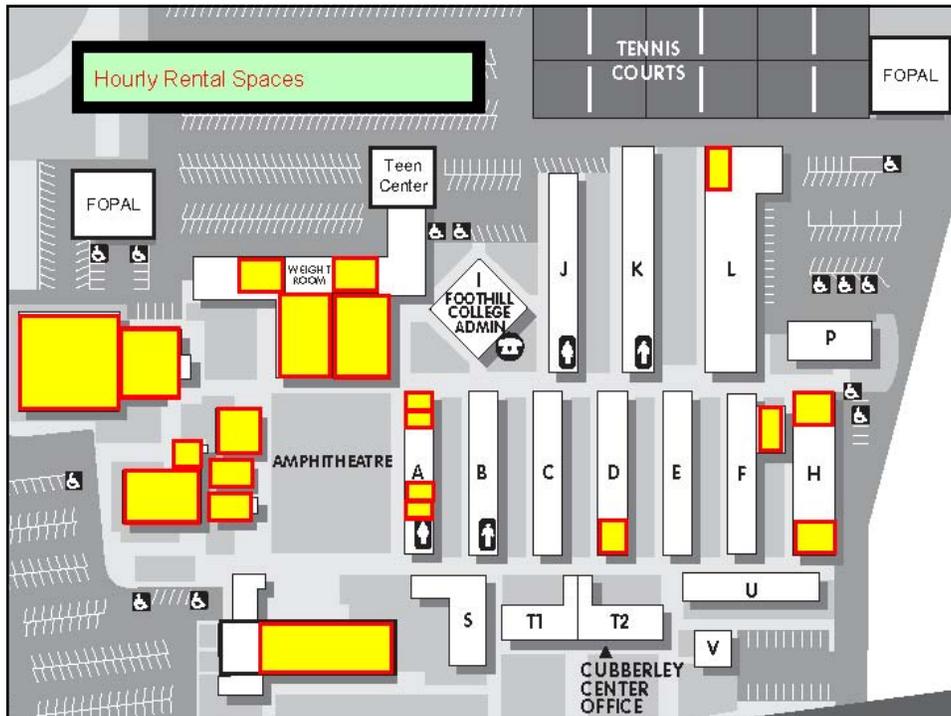


Performing Arts - Dance

- **Participation** – The dance studios currently serve 1,650 students (70% are residents); and the combined Friday and Saturday night ballroom dancing groups serve between 200 and 300 dancers per week (residency unknown).
- **Community Benefits** –
 - High level and diverse dance training and performance opportunities for youth and adults.
 - Cultural enrichment and awareness through instruction and performance of ethnic dance disciplines
 - Sense of community, belonging and social anchor

Hourly Rental Space/Users

- Neighbors Abroad
- Youth Community Services
- Liga Hispano Americano De Futbol - meetings
- Palentir Technologies - gym use
- International School of the Peninsula - gym use
- Grossman Academy Training
- Gideon Hausner - Jewish Day School - gym use
- Waldorf School of the Peninsula - theater rental
- Home Owner Association
- Vineyard - Faith
- Christ Temple Church - Faith
- Palo Alto Soccer Club - meetings
- Common Wealth Club - meetings
- Palo Alto Girls Softball - meetings
- Whole Foods Market - meetings
- Palo Alto Housing Corporation
- Pre-school Family
- Bay Area Amphibian and Reptile Society - meetings
- SCC Registrar Voters
- SCV Audubon Society - meetings
- National MS Society - meetings
- Palo Alto Menlo Park Mothers Club - meetings
- Earth Day Film Festival - theater



Conclusions

- **Participation/Visitors** – Estimate 450-600k annually
- **Use of space** – 6am to 10pm
- **Residency** - Over 50% of people that use Cubberley appear to be residents, the number varies by program or service.
- **Community Benefits** – A vibrant thriving community center that is meeting social, cultural, health and educational needs to thousands of people
- **If Cubberley were not available** – 25% of current tenants would no longer be in operation. Most would relocate out of Palo Alto due to lack of alternative or affordable space.



23

Community Needs Strong Schools

- Employers demand good schools for children
- Future doctors, lawyers, scientists, and poets deserve best schools possible
- Long history of top schools in Palo Alto
- Property values



24

Schools Need Strong Community

- Support for schools is high – school taxes pass handily, volunteers flood classrooms
- Student learning depends on:
 - ❖ Opportunities in the classrooms and out
 - ❖ Strong healthy bodies and minds
 - ❖ Connectedness to others (all ages, cultures, and interests)



25

The Vision for Cubberley

- Offer a multi-cultural learning environment.
- Support social, emotional and physical health for all ages and all abilities.
- Provide flexibility for the ever changing needs of the School District and Palo Alto.



26

The Current Reality

- Cubberley is a unique community center serving all of Palo Alto. It is not just a temporary use of unwanted space but rather is an essential part of the fabric of city.



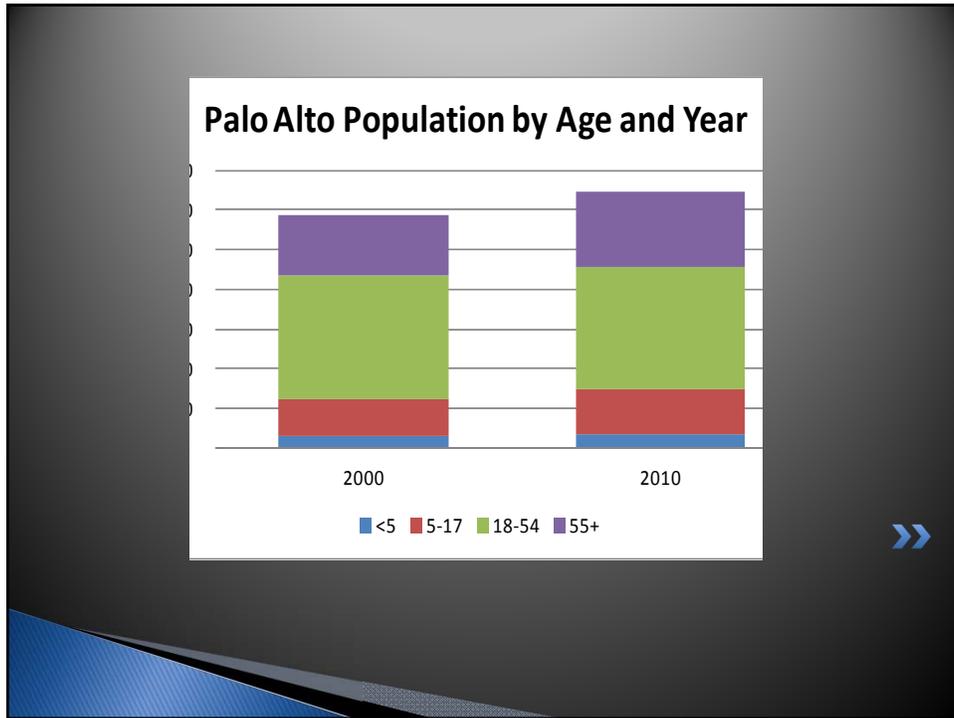
27

City Owns 8 of 35 acres here

- This ownership represents a guarantee to our citizens that community services can continue.



28



Increasing Diversity

- Our community is becoming more diverse.
- Festivals, music, art, and recreation all provide opportunities for our community members to thrive while getting to know each other better.

We don't have to choose

- We can preserve and expand on what we have at Cubberley **and** still have space for a modern school when the district is ready to open one at this site.
- We can do both if we have the political will to work together to come up with creative solutions that will serve us now and into the future.

Fallback alternative

- If we had to, we could construct buildings on 8 acres with same number of square feet as on entire site today and provide parking.
- Everyone would be better off if school district and city come together to plan exciting efficient space that meets vision for today and into the future.

Benefits if PAUSD and City Share

- Synergy between community center providers and the district would enhance programs.
- Shared facilities save costly resources.
- A joint City/PAUSD vision will attract future funding more effectively than separate projects.

Costs if We Fail to Act Together

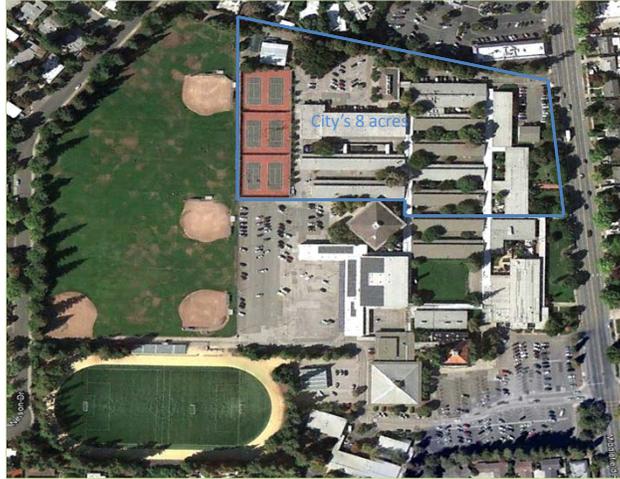
- The loss of Cubberley to everyone besides students is unthinkable:
 - ❖ Business and residential growth prohibit relocation of a cohesive community center – this is the LAST large space in town!
 - ❖ Cost to PAUSD of buying back the City's 8 acres is high and will increase.
- Without a plan, buildings will consume scarce resources to maintain the status quo rather than to serve our current and future needs.

The Good News

- We can preserve programs and expand services for future City and School District needs.
- A more efficient site layout would allow space for all of the current community center activities plus meeting potential school needs.
- We can and we must work together to achieve this goal.

Community Needs Sub-Committee

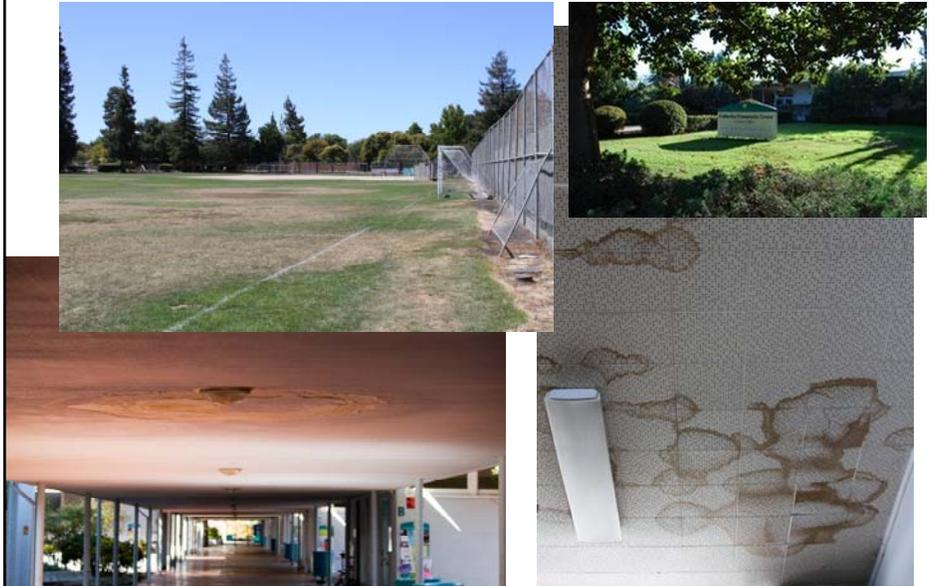
Thank you!



The Last 35 Acres

Planning Cubberley's Future

Cubberley "As Is"



Community Needs

- Excellent k-12 Schools with capacity for increased enrollment.
- Maintain or increase valued community service facilities for growing and changing population.
- Additional playing field space.

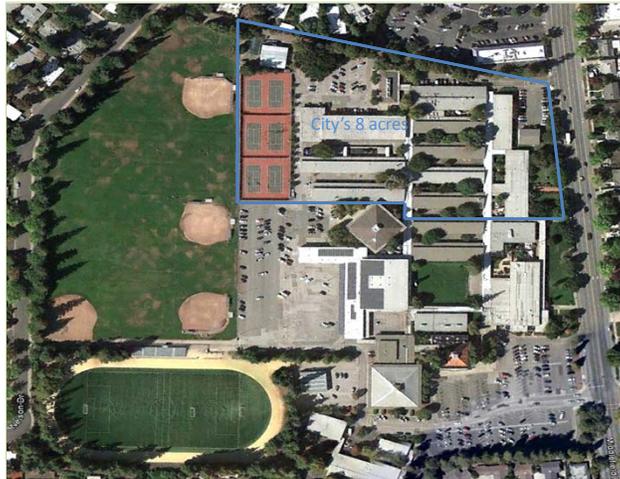
Preserve Cubberley “As-Is” for PAUSD

- **Costs:**
 - \$2.21million annual expenses
 - \$330,000 current annual maintenance
 - \$18.8million planned CIP & deferred maintenance through 2036
 - Unknown cost of renovating for eventual PAUSD use.

Options Over Time - Opportunity Costs of Long Term Preservation "As-Is"

When PAUSD moves back in:

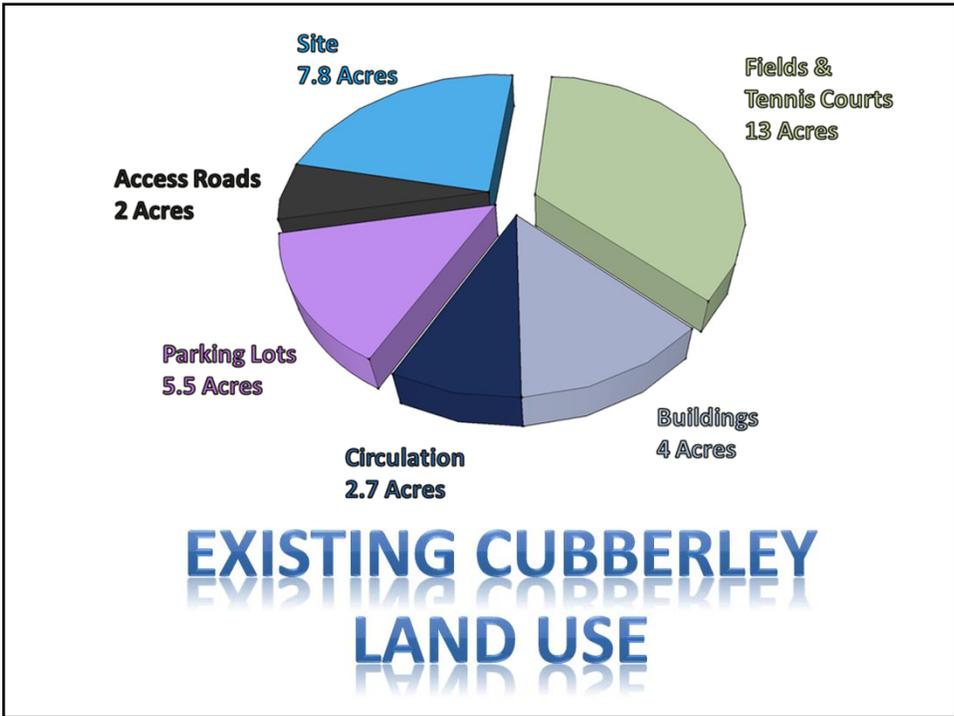
- **Playing fields closed for most community use.**
- **Cubberley services and programs closed.**
- Purchasing new real estate for community services in alternate locations is already cost prohibitive.
- Alternate site options for community facility development and fields reduce over time.
- The longer we wait, the more options we lose.

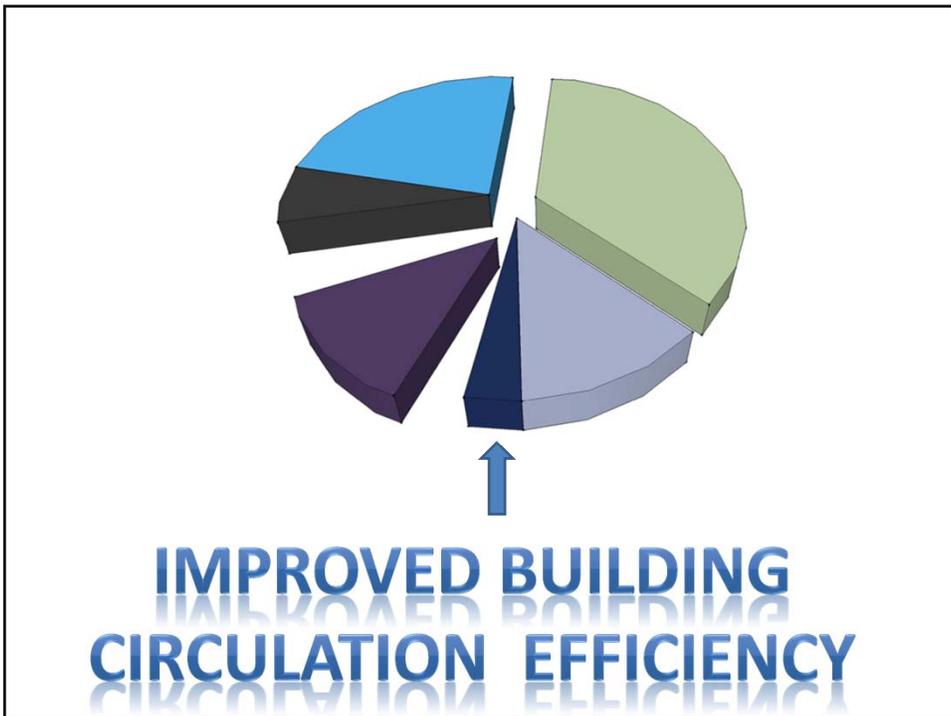


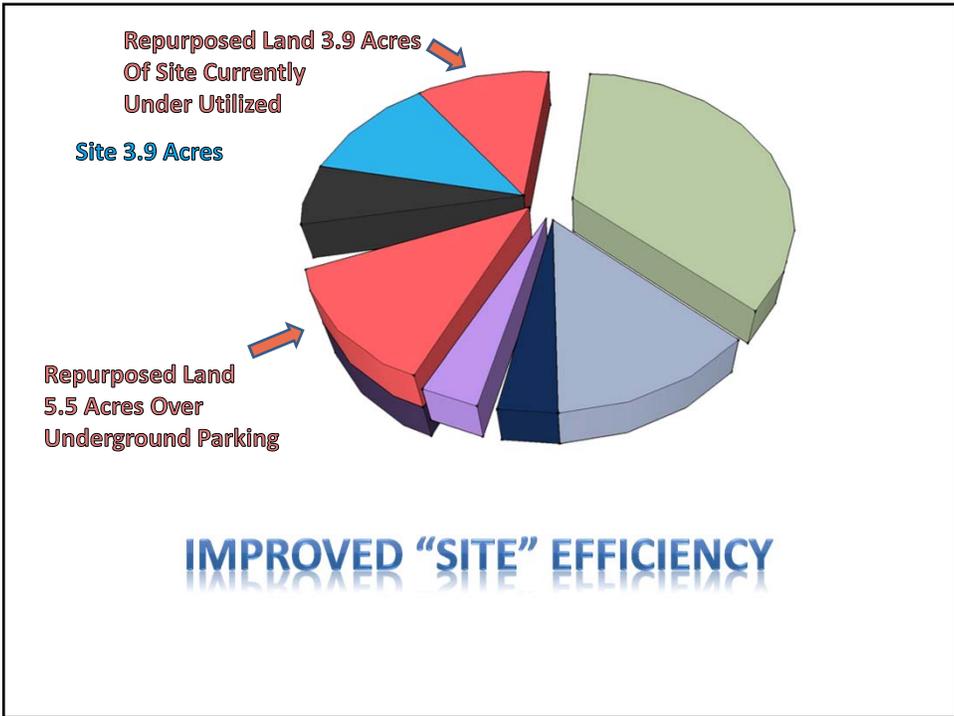
The Last 35 Acres
Planning Cubberley's Future

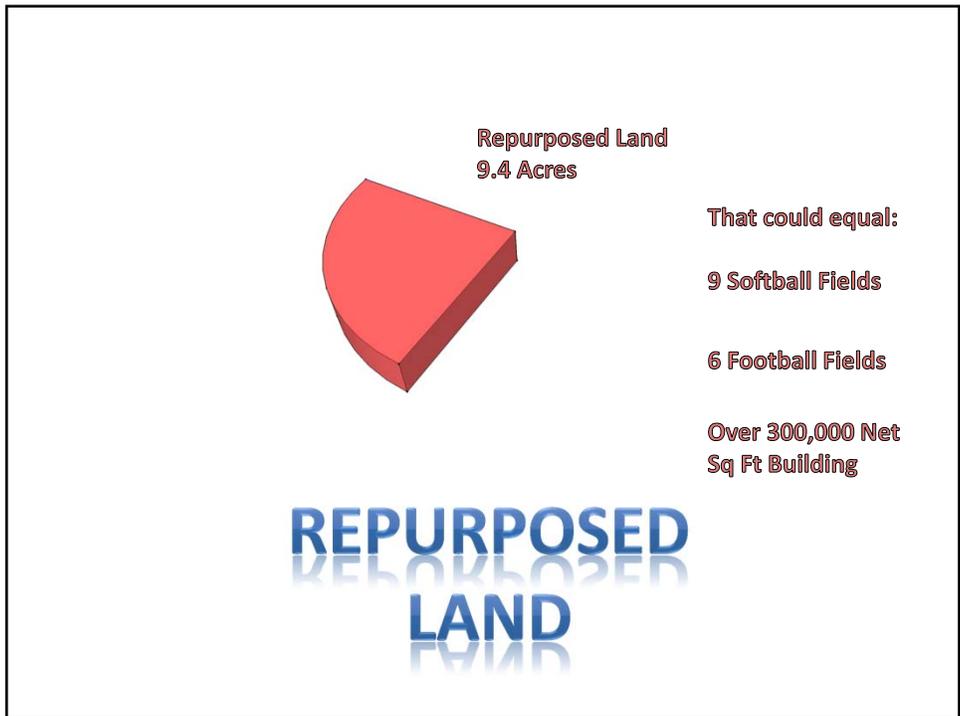
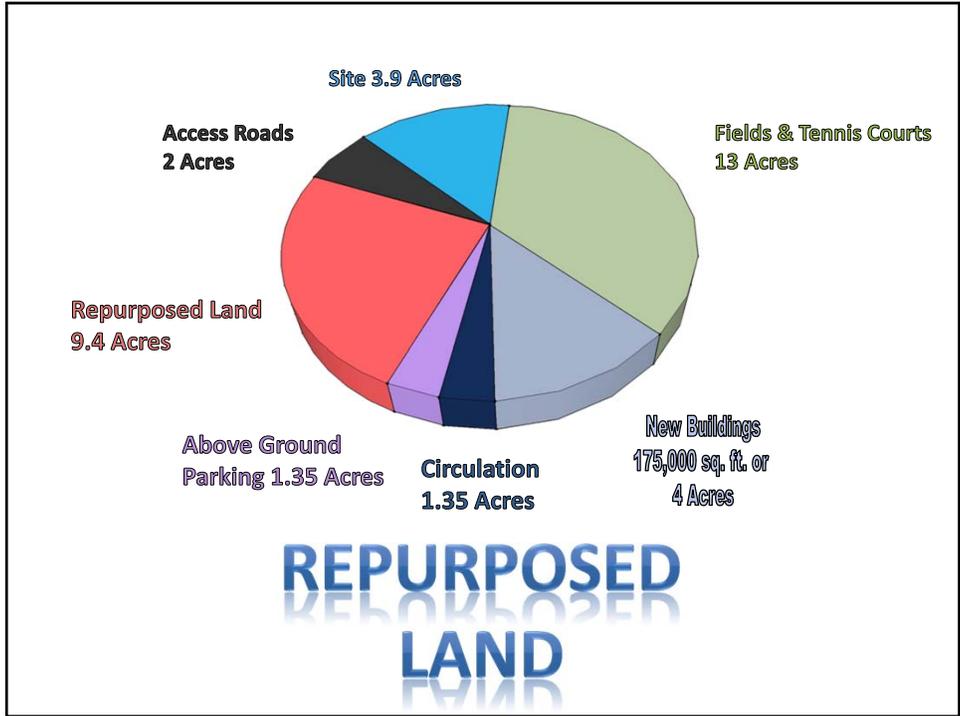


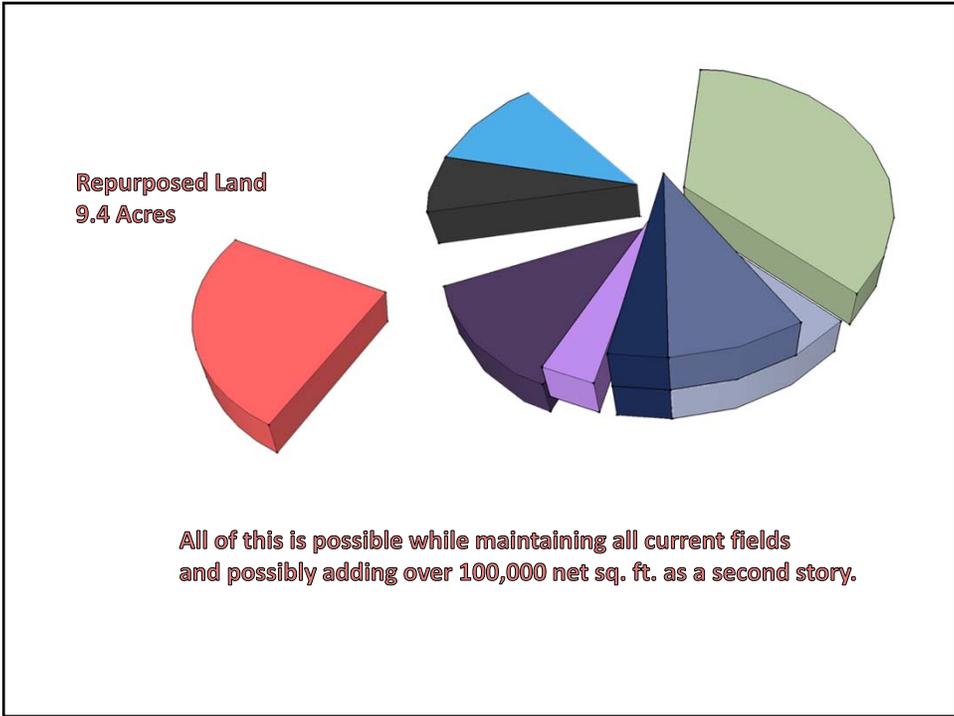












Co-locate Community & PAUSD Uses

- Optimize use of prime public land that is ideally located for community members served by both CPA and PAUSD.
- Improve PAUSD and CPA flexibility to respond to the “enrollment roller coaster.”
- Provide certainty of future use by the city--justifying CPA investment in the aging facility.
- Provide space for 9-12 education, community services, and playing field facility needs of a growing population.
- Maximize potential for cost efficiencies through synergies of shared or co-located facilities.

Key Community Need

Partnership commitment by PAUSD & CPA (MOU) to work cooperatively to identify a future co-located or shared use of Cubberley that best serves the community.

- A 21st century school facility
- Community facility and playing field space adequate to meet need
- Commitment to Developmental Assets reflected in CPA & PAUSD policy and major facility decisions.

Possible Next Steps

- Short Term Lease Agreement:
 - Provide short-term revenue stream for PAUSD
 - Provide incentives, schedule, and specific tasks for phased planning.
 - Provide shared maintenance during planning period.
- 5-year Phased Planning should include:
 - Comprehensive, quantitative study of community service, playing field, and PAUSD needs to inform building design program.
 - Quantify the demand for and supply of services in PA and nearby communities.
 - Study joint use opportunities
 - Building Program/Design/Public Outreach

CCAC Finance Subcommittee

Report for Public Forum
January 24, 2013

Overview of Tasks

- Provided the Committee with a series of reports
 - Financial conditions
 - Financing options
 - Governance issues

Report #1

- Financial analysis of the current financial condition of both PAUSD and the City of Palo Alto
 - Provided general overview
 - Provided specifics as relates to the finances surrounding Cubberley: costs to manage, maintain, capital expenditures required

Report #2

- A primer on the current Lease and Covenant Not to Develop
 - Outlined the three major components of the current document
 - Provided the Committee with options for its extension/modification

Report #3

- Funding options
 - Provided the committee with possible options to finance the construction of a new or remodeled facility
 - Discussed options that could be used to fund operations

Report #4

- Joint use
 - Shared with the Committee several examples of major joint use undertakings that involved Cities and School Districts in locations ranging from the SF Bay Area to other areas of the country

Report #5

- Governance
 - Discussed the potential use of Joint Powers agreements or formation of a Joint Powers Authority/Agency to provide a means of governing a joint use facility

- Subcommittee provided background and options – made no recommendations
- Much work in this area remains to be done after basic decision to work together on long-term joint use of the site.

Minority Report

Bern Beecham, Mandy Lowell

Cubberley Community Advisory Committee
Minority Supplemental Comments

March 2013

Mandy Lowell, Bern Beecham

There's been talk about being at a crisis point and not wanting to "kick the can down the road" regarding Cubberley's future. But this talk misses these facts: 1. no District-driven change is likely to happen at Cubberley for more than a decade and 2. Cubberley's future use as a community center and high school are compatible.

The single largest tenant, Foothill College, will be vacating significant Cubberley space in the next two to three years. As their former classrooms open up to additional Palo Alto community activities, there will be no significant shortage of space in the foreseeable future. Although existing facilities are not state of the art, Community services are being adequately provided in these buildings with tenants paying significantly below-market rents.

A new well-designed site can accommodate new high school classrooms, facilities and shared field space as well as all the existing square footage now being used by the various community services and activities. Community services can be retained and enhanced on the City's eight acres.

While much of the CCAC report focuses on "community" needs, more work must be done to determine academic requirements of the new high school, including a confirmation of whether it should be a comprehensive or specialty high school and whether it should be based on traditional designs or incorporate forthcoming methodologies such as online, electronic media and presence or others yet to be defined. But this work ought not be done too far in advance of the actual need.

Although it's expected that the School District will need a new high school at Cubberley, the date is uncertain and not close at hand. If student enrollment continues as it has in the past, Cubberley won't likely be needed until the latter 2020's. Until the School District needs to build its new high school, the community has full use of all its existing Cubberley buildings and fields. And in any case, the City's rights to future use of its eight acres are preserved.

The City and School District have several key issues to face regarding the terms of the lease extension.

Term: although it is uncertain when the District will need the Cubberley site for construction of a high school, the philosophy of the lease should be that it will continue, with renewals as may be necessary,

until that time. Artificial deadlines to "force" the City and District to take specific actions are unrealistic and unwise.

Maintenance: similarly, the City should plan to maintain the facilities for community use for a likely economic life of 10-15 years.

Master plan: a number of CCAC recommendations address the need for a master plan. We agree that a master plan is necessary and have concerns only on its timing and, in particular, that it not be forced too soon. We suggest that the first step of the District and City be to develop a master process, keyed off a high school opening date of 2028, arbitrary but, we believe, realistic.

This master process will, in a sense, lay out a strategic plan for accomplishing a new community center and high school at Cubberley. Without doubt, that process and plan will define the requirements and timing for conducting needs assessments and master plans and their relationship to bond measures or other financing options.

But an early issue must be to analyze the values and constraints of a future Cubberley designed as a shared facility versus shared site. We believe the information available to date is insufficient to conclude a jointly shared and/or managed facility is wisest or most efficient. Many of the benefits of joint use derive from proximity.