- payment may be made more frequently depending on the development mix. This would be part of the negotiation process depending on what proposal(s) the Board directs staff to consider.
- **4.** Section III, Long-term Ground Lease How does the District envision a ground lease payment structure working?

Response: See 3 above.

- **5.** Section III, Acceptable Proposal Characteristics, item 1) references "possible retail component" Can the District elaborate regarding the definition of what it considers an acceptable "retail" use? Can this include neighborhood retail sales, services such as Fed-Ex / Copier, professional office space, restaurant / bar that serve alcohol, a micro-brewery, etc.?
 - **Response**: This is for the proposer to develop and to submit based upon permissible land uses. The District is not limiting the scope of development proposal(s) to be received and considered by the Board.
- **6.** Section III, Project Cost, 2nd paragraph states "The cost of any studies or reports that SCUSD requires...shall be paid for by the Entity and..." Does the District have a list of likely reports or studies that it anticipates it will require at this time?
 - <u>Response</u>: Not at this time. This is a function of due diligence review and also any requirements of the City of Sacramento after the proposal(s) are evaluated and any negotiations commence.
- 7. Section V references "sensitivity to the District's academic vision" May we rely upon the vision as stated in various sections (Mission, Strategic Plan, etc.) of the District web site, or is there a specific "Vision Statement" that you can refer us to?
 - <u>Response</u>: Yes regarding reliance on the District website. This sensitivity would relate to a joint occupancy use that included an adult education component. No decision has been made by the District whether such a component would be included or excluded in a joint occupancy scenario. Any such decision depends on the proposal(s) submitted and direction by the Board.
- 8. Section VI, subsection D (page 13), item 1 states "Overall approach to operating and maintaining educational facilities." We believe this is a simple typo and that the intent is to address the operation and maintenance of a facility of the type being proposed rather than "educational facilities " please verify. Additionally, Education Code requires school districts to maintain facilities so then, will the provisions of the Ed Code be considered as a part of the final agreement between the District and the Entity?
 - Response: Correct: Delete "educational" from item 1. The only Education Code requirements are for compliance with joint occupancy or ground lease. In a joint occupancy scenario, the District would be occupying space but the details of the joint occupancy and the maintenance and operation of the building(s) would be subject to negotiation. Similarly, the details of the ground lease scenario would be subject to negotiation.
- **9.** During community meetings it was represented that the existing single-story build to the West of the Old Marshall building could be torn down. Can the District clarify or confirm its understanding of this as it relates to the historic classification of the building / site?
 - **Response**: The District cannot guarantee that this single story building can be demolished. This is a due diligence issue for the proposer and any historic classification review by the proposer.