

CYPRESS SCHOOL DISTRICT

**REQUEST FOR PROPOSALS FOR THE  
PURCHASE OR LEASE OF SCHOOL DISTRICT  
SURPLUS REAL DISTRICT PROPERTY**

**Real District Property located at  
9470 Moody Street  
Cypress, California 90630**

**known as the District Main Office**

Dated: July 17, 2019

## **I. INTRODUCTION AND BACKGROUND**

The Cypress School District is seeking proposals from qualified parties (“Respondents”) who are interested in purchasing or leasing approximately 6.2 acres of real District Property located at **9470 Moody Street Cypress, California 90630**, commonly known as the District’s Main Office, which includes the District’s Main Office Building and associated structures (“District Property”), as more particularly identified in the legal description and map depiction attached hereto as Exhibit “A” and as discussed herein.

**All proposals must be received by 4:00 P.M. on October 1, 2019**  
**(the “Proposal Deadline”).**

The District previously appointed a Surplus District Property Advisory Committee, pursuant to Education Code section 17388 et seq., to advise the District’s Board of Education in the development of District-wide policies regarding the use or disposition of District Property not needed for school purposes. The Advisory Committee recommended declaring the District Property surplus and disposing of the District Property through sale or lease.

The Education Code requires the District to follow a specific procedure to sell or lease surplus District Property which includes a public competitive bid process. However, the District sought and received a waiver from the California Department of Education which allows the District to use an alternative “Request for Proposal” procedure in which the District seeks proposals from any party interested in purchasing or leasing the District Property pursuant to the conditions set forth in the District’s Request for Proposal (“RFP”). The District will assess all proposals and determine the best options for the District, whether it be a sale or lease of the District Property, as described below.

The District anticipates that following the less formal RFP process will allow the District to determine whether a sale or lease will better accommodate the needs of both the District and the interested party. Respondents are encouraged to submit a proposal to either sell or lease the District Property in accordance with the requirements set forth herein, and may submit proposals for both sale and lease. The District will review all submitted proposals pursuant to the Proposal Process discussed below. If the District is able to reach an agreement with any of the Respondents, the specific terms and legal considerations of the agreement will be documented in a formal agreement to be entered into by the District and the successful Respondent.

## **II. THE DISTRICT PROPERTY**

The District Property consists of approximately 6.2 acres of real District Property located at 9470 Moody Street Cypress, California 90630. The District Property includes buildings and structures current serving as facilities for the District’s main business office and maintenance and operations activities. Thus, the District Property, and the buildings, are suitable for office or administration uses, but can be utilized for any purpose in accordance with applicable (existing or future-approved) zoning rules and regulations.

Specifically, the 6.2 acres of the District Property is currently divided as follows: 1) approximately 3.5 acres of the District Property is used for the District’s Maintenance and Operations activities, 2) approximately 0.24 acres of the District Property is used for the District’s Main Office functions, and

3) approximately 2.46 acres of the District Property includes associated supporting structures and District Property. Although the District is authorized to sell or lease the entire 6.2 acres of the District Property, the District is also willing to consider proposals seeking to acquire, through purchase or lease, portions of the District Property while the remaining portion will continue to be used by the District. Therefore, interested parties can submit proposals to purchase or lease the entire District Property or one or more of the specific portions of the District Property, as set forth below. For example, Respondents may submit a proposal that allows the District to retain its Main Office while the Respondent acquires the remaining portions of the District Property.

#### **A. Location/Neighborhood**

The District Property is located in the City of Cypress in the western portion of Orange County. Cypress is bordered on the north by the Cities of La Palma and Buena Park, on the east by the City of Anaheim, and to the south by Garden Grove and Los Alamitos. Cypress has a population of nearly 50,000. The District Property is surrounded by single-family homes, a school and a church.

#### **B. Zoning and Land Use**

The Parcel is currently zoned PS-1A. This zoning classification is consistent with the General Plan land use for the District Property, and was established to set aside properties to be developed with public uses other than street right-of-ways. Properties sharing this zoning designation are used for public and private schools, churches, and public parks. Development of the subject Parcel to low-density residential use, consistent with the predominant use in the surrounding neighborhood, would require a General Plan Amendment and Zone Change. The Parcel is subject to Measure D, a land use ordinance ratified in November 1987. Measure D requires the approval of a majority of the voters to change the zoning of the Parcel; therefore, any proposals in response to this RFP must take this limitation under consideration.

#### **C. Prior Studies and Disclosures**

The following documents regarding the District Property will be available on request from the District Contact, as identified below.

1. Preliminary Title Report
2. Phase I Environmental Site Assessment
3. Geotechnical Feasibility and EIR-Level Assessment

### **III. SALE OR LEASE OPTIONS**

The District will consider proposals to: 1) purchase the District Property pursuant to a purchase and sale agreement (“Purchase Agreement”); 2) lease the District Property pursuant to a short or long term lease of the District Property in its current state (“Structural Lease”); and/or 3) lease the District Property pursuant to a long term ground lease of the District Property in a manner which allows for its development (a “Ground Lease”). Thus, Respondents may submit proposals seeking to acquire the District Property through any or all of these options. As noted above, interested parties may also seek to acquire the entire District Property or specific portions, as listed above through a Purchase Agreement, Structural Lease, or Ground Lease.

The District shall review the submitted proposals and determine, at its sole discretion, whether to pursue a sale or lease of the District Property (or any particular portion thereof) based on the responses received and in accordance with the process set forth herein. Proposals shall comply with the requirements established in this RFP.

#### **IV. GENERAL QUALIFICATIONS**

All Respondents seeking to enter into a Purchase Agreement, a Structural Lease, and/or a Ground Lease for the District Property (either in its entirety or a portion) must provide the following basic information:

1. Name and contact information of person/private business firm.
2. A statement of financial qualifications that includes the following information:
  - a. Is the Respondent a subsidiary of, or affiliated with, any other corporation, corporations, partnerships or firms? If so, please specify. If the Respondent is a subsidiary, please indicate the extent to which the parent entity will guarantee performance by the subsidiary.
  - b. Names and addresses of three financial references, including a primary bank.
  - c. Has the Respondent or its officers, principal members, shareholders or investors, or any of its parent, subsidiary or affiliated entities or other interested parties been adjudged bankrupt, either voluntary or involuntarily, within the past ten years? If so, explain.
  - d. Is there pending litigation against the Respondent entity or its officers, principal members, shareholders or investors, or any parent, subsidiary or affiliated entities or other interested parties other than minor personal injury suits involving claims under \$250,000? If so, explain.
  - e. Audited financial statements for the previous three years for the Respondent with whom the District will contract or, in the likely event that the contracting entity is a newly formed special purpose entity, the member or members of that entity who will be responsible for financial obligations and on whom the District should rely for financial performance whether or not the final formal documentation calls for guarantees.
  - f. Report from any financial credit rating service for the Respondent with whom the District will contract or, in the likely event that the contracting entity is a newly formed special purpose entity, the member or members of that entity who will be responsible for financial obligations and on whom the District should rely for financial performance whether or not the final formal documentation calls for guarantees.
  - g. Any other financial statements and/or other documents that would indicate acceptable financial standing and the ability of Respondent to fund the proposed lease of the District Property.

Item(s) submitted should be sufficient to permit the District to determine the Respondent's financial capacity to fund the proposed purchase or lease of the District Property. The Respondent may wish to mark his/her financial statements, as "CONFIDENTIAL" or "PROPRIETARY." As such, it will be treated as confidential by the District to the extent permitted by law, as discussed below.

3. All responses submitted must be accompanied by a cashier's check for \$20,000 payable to Cypress School District. All checks, except that received from the successful Respondent, shall be returned upon the selection of the successful Respondent. This amount is required to cover all or a portion of the District's costs to negotiate a potential agreement.

## **V. AGREEMENT SPECIFIC INFORMATION**

The following establishes the specific additional information required from Respondents, depending on whether they acquire the District Property, in whole or in part, through a Purchase Agreement, Structural Lease, or Ground Lease.

### **A. REQUIREMENTS FOR STRUCTURAL LEASE OR GROUND LEASE PROPOSALS**

Respondents interested in leasing the District Property, in whole or in part, pursuant to a Structural Lease or a Ground Lease, shall provide the following information in addition to the General Qualification information discussed above and the Proposal Process discussed below.

The purpose of this RFP is to give Respondents the flexibility to submit proposals that will meet their specific needs. However, the following guidelines are provided to summarize the terms that the District would like to see within the lease agreement. Respondents will be required to enter into a lease agreement drafted by the District which will include the terms discussed herein and in Respondent's proposal. The District may consider all Respondents submitted pursuant to this RFP and, at its sole discretion, may enter into direct negotiations with any Respondent during which the terms and conditions of the lease may be negotiated to determine if the Parties can reach a mutually acceptable lease agreement to establish either a Ground Lease or a Structural Lease. However, the following guidelines are provided to indicate the terms that the District is likely to accept and/or require.

- The District will give high priority to the Respondent offering the highest rent, both in terms of monthly rental payments as well as total payment over the term of the ground lease.
- Respondents must identify whether they seek a Ground Lease Agreement, generally used for Respondents seeking to redevelop the District Property; or a Structural Lease Agreement, generally used for Respondents seeking to maintain most of the structural elements on the District Property. Regardless of the lease sought, Respondents should discuss how the District Property will be returned to the District at the end of the Ground Lease or Structural Lease including any special considerations the Respondent will provide, such as improving the existing structures at the end of the Structural Lease or providing the District with new structures at the end of the Ground Lease.
- Respondent must identify the total length of the lease term. The District is willing to consider any proposed term depending on the features of a particular proposal. The District is also willing to consider optional extension periods whereby the Respondent agrees to lease the

District Property for a certain initial term with the right (unilateral or mutual) to agree to one or more additional term(s) after the initial term expires.

- Respondent may request a “Due Diligence Period” to take any and all actions Respondent deems necessary to ensure the District Property can be used for the Respondent’s intended use. Respondent shall identify the total number of days required for the “Due Diligence Period” but the District may give special consideration to Respondents who seek a shorter Due Diligence Period to begin after execution of the Lease Agreement. During the Due Diligence Period, the Respondent may request access to the District Property to conduct inspections, testing, and investigations on the District Property to determine if the District Property is acceptable. Respondent must describe the anticipated activities it will conduct on the District Property to complete its inspection requirements and must confirm that it will return the District Property to its original condition after its due diligence inspections. Respondents must acknowledge and consider that their access to the District Property during the Due Diligence Period must be coordinated with the District, and Respondent must provide customary indemnification and insurance for such access and investigation.
- Respondents cannot rely on any statement or document provided by the District to assess the viability of the District Property, and therefore must use the Due Diligence Period to conduct all investigations it deems necessary to assess the District Property.
- If a Due Diligence Period is requested, Respondent shall also identify a Good Faith Deposit that will be provided to the District in consideration for the Due Diligence Period. Respondent may terminate the lease agreement during the Due Diligence Period for any reason. However, upon termination, the District shall keep the Good Faith Deposit. If Respondent does not terminate the lease agreement during the Due Diligence Period, the Good Faith Deposit shall be applied towards Respondent’s rental payments. If Respondent requests the option to extend the Due Diligence Period beyond the initial period, it must also identify additional Good Faith Deposits that will be provided to the District if Respondent exercises the due diligence extensions.
- Respondent should identify the potential governmental agency reviews and approvals necessary for its anticipated use of the District Property, including rezoning, conditional use permits, and any anticipated environmental review document. Respondent may request the District’s assistance in obtaining any necessary approvals during the Due Diligence Period. However, such assistance shall not be mandatory and shall be provided at no cost to the District, whatsoever. Respondent must confirm that it will be solely responsible for obtaining any necessary approval for the Respondent’s intended use of the District Property.
- Respondent must describe in detail the anticipated use of the District Property during the lease. The District will accept any use that complies with local zoning and all applicable regulations, including any and all proposed zoning/entitlement modification(s) anticipated by Respondent, but will give special positive consideration to any use that aids the local economy or provides a benefit to local community, and/or provides Respondent with a source of income that can be used to pay its District Property rent obligations.
- Respondent must address how its intended use of the District Property will impact the surrounding facilities and how such impacts will be mitigated by Respondent. Such considerations shall include all traffic and access issues related to the intended use, and how

such proposed traffic and access will be accomplished (i.e., Respondent will note if acquisition of the District Property is adequate for its purposes, or if other access easement(s), further transfer of acreage, or other shared use may be necessary to accomplish its goals with respect to its intended project).

- The District will consider any requests from Respondent to make physical changes to the District Property, including improvements, alterations and additions to the District Property buildings after the Respondent executes the ground lease agreement (“District Property Adjustments”). Respondent must agree to include a provision within the lease agreement indemnifying the District, and all District employees from any claim, harm, damage, or demand arising from any work performed on the District Property at the request of the Respondent. The District is willing to cooperate with Respondent to accomplish any District Property Adjustments Respondent deems necessary to ensure the District Property meets its intended use. Respondent shall describe the work requested from the District in detail in its proposal.
- Respondent shall identify the insurance it will carry during the entire term of the lease agreement, which should include liability insurance for claims arising from the Respondent’s use of the District Property. The Proposal should identify the limits on its insurance coverages.
- Respondent shall confirm that it will be responsible for any hazardous material it uses on the District Property during the lease agreement.
- Respondent may request the right to let, sublet or license the whole or portion of the District Property (a “Sublet”) upon obtaining prior written consent of the District of the specific Sublet. However, Respondent must confirm that it will remain solely liable for all financial obligations established by the Lease Agreement if Respondent enters into any Sublet.
- The District’s fee interest in the District Property shall not be subordinated at any time during the Lease.

## **B. REQUIREMENTS FOR PURCHASE PROPOSALS**

Respondents interested in purchasing the District Property, in whole or in part, pursuant to a Purchase Agreement, shall provide the following information in addition to the General Qualification information discussed above and the Proposal Process discussed below.

The purpose of this RFP is to give Respondents the flexibility to submit proposals that will meet their specific needs. However, the following guidelines are provided to summarize the terms that the District would like to see within the Purchase Agreement. Respondents will be required to enter into a Purchase Agreement drafted by the District which will include the terms discussed herein and in Respondent’s proposal. The District may consider all Respondents submitted pursuant to this RFP and, at its sole discretion, may enter into direct negotiations with any Respondent during which the terms and conditions of the Purchase Agreement may be negotiated to determine if the Parties can reach a mutually acceptable agreement. However, the following guidelines are provided to indicate the terms that the District is likely to accept and/or require.

- The District will give high priority to the Respondent offering the highest purchase price. Proposals must state the total amount that the Respondent is willing to pay to acquire the District Property.

- Respondent may request a “Due Diligence Period” to take any and all actions Respondent deems necessary to ensure the District Property can be used for the Respondent’s intended use. Respondent shall identify the total number of days required for the “Due Diligence Period” but the District may give special consideration to Respondents who seek a shorter Due Diligence Period to begin after execution of the Purchase Agreement. During the Due Diligence Period, the Respondent may request access to the District Property to conduct inspections, testing, and investigations on the District Property to determine if the District Property is acceptable. Respondent must describe the anticipated activities it will conduct on the District Property to complete its inspection requirements and must confirm that it will return the District Property to its original condition after its due diligence inspections. Respondents must acknowledge and consider that their access to the District Property during the Due Diligence Period must be coordinated with the District, and Respondent must provide customary indemnification and insurance for such access and investigation.
- Respondents cannot rely on any statement or document provided by the District to assess the viability of the District Property, and therefore must use the Due Diligence Period to conduct all investigations it deems necessary to assess the District Property.
- If a Due Diligence Period is requested, Respondent shall also identify a Good Faith Deposit that will be provided to the District in consideration for the Due Diligence Period. Respondent may terminate the agreement during the Due Diligence Period for any reason. However, upon termination, the District shall keep the Good Faith Deposit. If Respondent does not terminate the agreement during the Due Diligence Period, the Good Faith Deposit shall be applied towards Respondent’s purchase price. If Respondent requests the option to extend the Due Diligence Period beyond the initial period, it must also identify additional Good Faith Deposits that will be provided to the District if Respondent exercises the due diligence extensions.
- The District prefers a short escrow period. However, a longer escrow will be evaluated against deposit amounts, interest payments on the unpaid balance during escrow, and other financial and timing factors in the total context of the offer(s). The RFP response should identify the escrow timeframe sought by the Respondent after the Due Diligence Period, as well as the deposit and interest payments the Respondent is willing to pay.
- Respondent should identify the potential governmental agency reviews and approvals necessary for its anticipated use of the District Property, including rezoning, conditional use permits, and any anticipated environmental review document. Respondent may request the District’s assistance in obtaining any necessary approvals during the Due Diligence Period. However, such assistance shall not be mandatory and shall be provided at no cost to the District, whatsoever. Respondent must confirm that it will be solely responsible for obtaining any necessary approval for the Respondent’s intended use of the District Property.
- Respondent must describe in detail the anticipated use of the District Property. The District will accept any use that complies with local zoning and all applicable regulations, including any and all proposed zoning/entitlement modification(s) anticipated by Respondent, but will give special positive consideration to any use that aids the local economy or provides a benefit to local community.
- Respondent must address how its intended use of the District Property will impact the surrounding facilities and how such impacts will be mitigated by Respondent. Such

considerations shall include all traffic and access issues related to the intended use, and how such proposed traffic and access will be accomplished (i.e., Respondent will note if acquisition of the District Property is adequate for its purposes, or if other access easement(s), further transfer of acreage, or other shared use may be necessary to accomplish its goals with respect to its intended project).

## **VI. PROPOSAL PROCESS**

1. The District will begin accepting proposals upon the date of issuance of this Request for Proposals and will continue to accept proposals until the Proposal Deadline as set forth above.
2. Submittals shall include three (3) copies of the proposal.
3. Submittals shall include the \$20,000 cashier's check noted above.
4. Submittals may be mailed or delivered to the District Contact as identified below. All proposals shall be sealed and clearly marked: "Cypress School District Office Acquisition Proposal."
5. Telephone or electronic submittals will not be accepted.
6. Costs incurred by the Respondent in preparation of the response to the Request for Proposals are the sole responsibility of the Respondent.
7. The District may choose to interview the Respondents at the District's discretion. The District may select solely on the basis of the written proposal.
8. All Proposals should be verified before submission. Adjustments will not be permitted after submission to the District. The District will not be held responsible for any errors or omissions on the part of the Respondent in the preparation of their Proposal.
9. The District reserves the right to reject any and/or all Proposals, or to refuse to negotiate or withhold the award of any contract, for any reason. The District may also waive or decline to waive irregularities in any Proposal.
10. The District may begin negotiations with selected Respondents at the District's discretion. If negotiations are successful, the District's Board may invite one or more Respondents to present its/their Proposal(s) to the Board.
11. Upon selection of a Respondent, the District shall provide an agreement for negotiation by the Parties which will set forth the terms of the lease or sale agreement. The District reserves the right to terminate this process at any point prior to the selection of the successful Respondent and solicitation of proposals in no way obliges the District to proceed with any transaction.

## VII. ADDITIONAL INFORMATION

Additional information may be obtained by contacting the District Contact identified below. Respondents are not to contact District officials including Board Members, the Superintendent or any other employee or representative of the District, other than the District Contact regarding this RFP, the District Property, or the District's planned sale or lease of the District Property. **Contacting District officials, employees and/or representatives, other than the District Contact, MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.**

The District will allow for site visits of the District Property to interested parties upon appointment only. Anyone interested in reviewing the District Property may contact the District Contact to schedule an appointment. Under no circumstances shall any interested party conduct any structural inspection or testing on the District Property or take any action that will disturb the physical state of the District Property during such site visits. Nothing in the RFP shall be construed as guaranteeing any party the right to site visit or requiring the District Property to provide site visits to any party. Any party who is unable to participate in a site visit for any reason shall not be granted any special consideration.

## VIII. RECEIPT OF PROPOSALS; CONTACT INFORMATION

Proposals shall be received by, and additional information may be obtained from, the following "District Contact":

***Tim McLellan, Ed.D.***

Assistant Superintendent, Business Services

9470 Moody Street

Cypress, CA 90630

Email: TMcLellan@cypsd.k12.ca.us

Any questions regarding the District Property or the RFP process must be emailed to the District Contact pursuant to the requirement of the Questions section below.

All RFP responses must also be addressed and delivered to the District Contact by the Proposal Deadline at the address above, through hand delivery or mail. The District is not responsible for any problems or issues with the mail delivery system and therefore, Respondents must take all acts necessary to ensure the delivery of the RFP response. All correspondence with the District Contract should be done in writing: Any oral statement made to or by the District Contact shall not be considered part of the RFP and shall in no event bind the District.

## IX. QUESTIONS

Any party who has questions about the District Property may submit questions in writing to the District Contact via email as noted above on or before September 17, 2019 at 4:00 PM. The District will post responses to all questions received on its website at <https://www.cypsd.org/>. Respondents must incorporate the information provided by the District in response to the questions into their proposals. The District shall not provide responses to any oral questions and any oral statement made by any person shall not be construed as part of the District's RFP package.

## **X. PUBLIC NATURE OF PROPOSAL MATERIAL**

Responses to this RFP become the exclusive District Property of the District. All Proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the possible exception of those elements in each proposal as follows: Proposers may mark portions of their response which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary”; however, the District does not guarantee that any information so marked will be protected from public disclosure. Proposers recognize that the District, as a public agency, is subject to disclosure requirements of with the exception of where disclosure is required under the California Public Records Act. Any Proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall may be rejected or regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Cypress School District shall not be in a position to establish that the information contained in any Proposal is a trade secret. If a Public Records Act request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the District will provide the entity making the Proposal in question with reasonable notice before releasing the information. However, the District will comply with its Public Records Act requirements unless the entity making the Proposal seeks and obtains protection from disclosure by a court of competent jurisdiction.

## **XI. CONDITIONS AND LIMITATIONS**

This RFP does not represent an offer or commitment by Cypress School District to enter into an agreement with a Respondent or to pay any costs incurred in the preparation of a response to this request. The proposal and any information made a part of the proposal will not be returned to Respondent.

Respondent may request that the District provide certain representations and warranties regarding the District’s ownership of the District Property, including warranty that the District holds fee title in and to the District Property without competing claims to possession. However, Respondent must take sole responsibility for conducting all the inspections necessary to determine that the District Property is suitable for the Respondent’s intended purpose.

The Respondent shall not collude in any manner or engage in any practices with any other Respondents that may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Respondent’s submittal to be rejected by the District. The prohibition is not intended to preclude joint ventures or subcontracts that are identified in the proposal.

The District has sole discretion and reserves the right to reject any and all proposals received with respect to this RFP and to cancel the RFP at any time prior to entering into an agreement for the District Property. It should be noted explicitly that there is no “bidding” process intended with this submission review process, and this invitation is not an offer by the District to enter into an agreement to negotiate or any other agreement, nor is a response by an interested party to be considered as an

offer that may be accepted by the District. Neither the District nor any Respondent will be bound to any agreement unless that agreement is in writing, approved by the District's Board, and executed by both the interested party and an official authorized by District.

The District reserves the right to issue clarification of the RFP or additional data without changing the terms of the RFP. The District reserves the right to reject any response or all responses, to terminate discussions and to select any party with whom to deal, whether or not that party has responded to this RFP. The District may entertain or make a proposal that may not conform to this RFP and may adopt terms that may have been proposed by a party not selected.

The District thanks you for your interest and looks forward to receiving proposals for the District Property.

**EXHIBIT "A"**

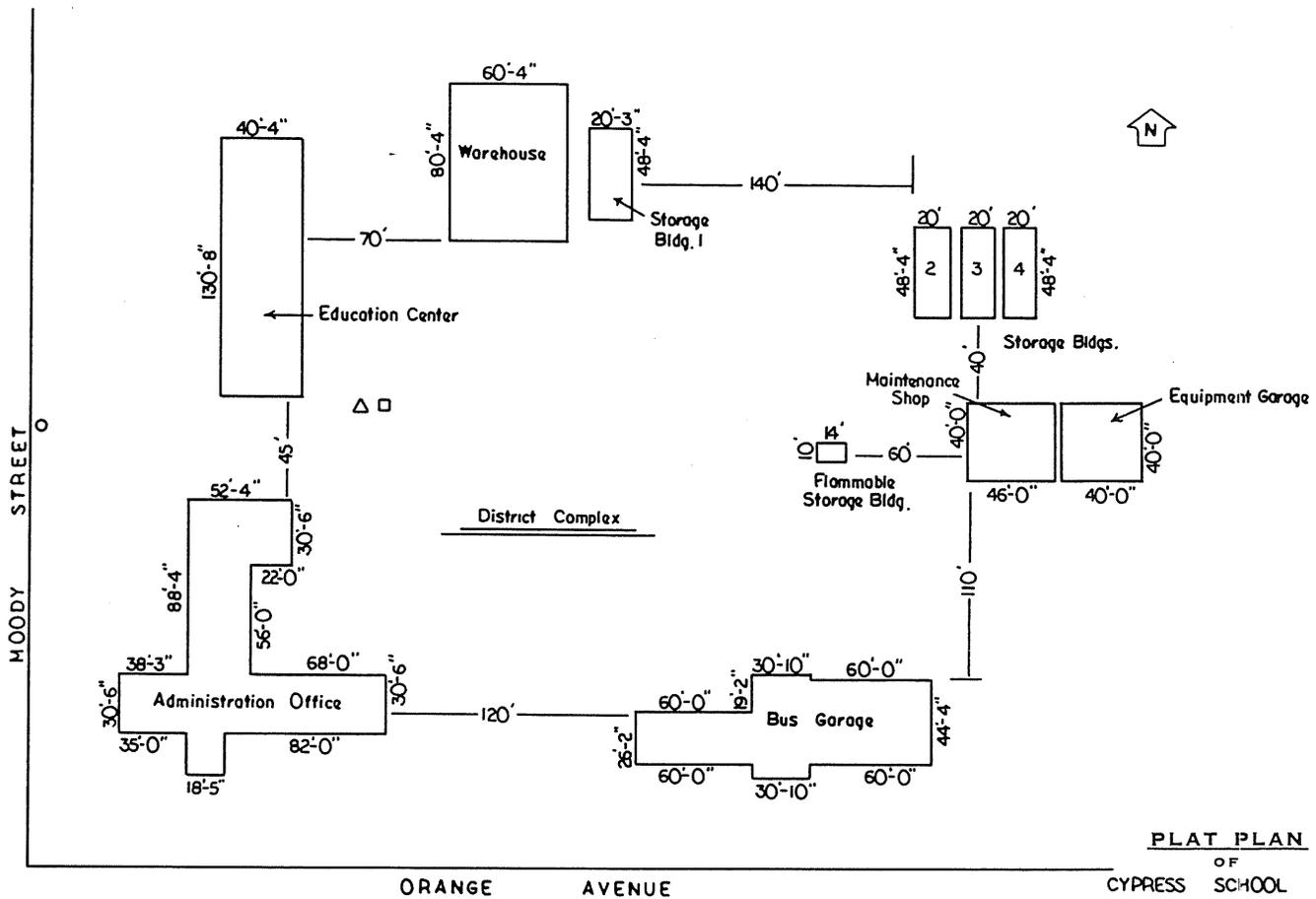
**LEGAL DESCRIPTION AND MAP DEPICTION OF DISTRICT PROPERTY**

The West half of the Southwest quarter of the Northwest quarter of Section 16, Township 4 South, Range 11 West, San Bernardino Base and Meridian, in the County of Orange, State of California.

9470 Moody Street, Cypress, CA 90630



610'



Emergency Shut Off Location  
 ○ Indicates Water  
 △ Indicates Gas  
 □ Indicates Electric

**PLAT PLAN**  
 OF  
 CYPRESS SCHOOL DISTRICT  
 CYPRESS CA.  
 SCALE NONE DATE JAN. 1993  
 APPRAISED BY

**INDUSTRIAL APPRAISAL COMPANY**  
 BLVD. OF THE ALLIES PITTSBURGH, PENNA.



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