



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

Participation Agreement with Sausalito Lions Club for Schoonmaker Bus Shelter

RECOMMENDED MOTION:

Adopt motion authorizing Mayor to execute the agreement

SUMMARY

The Sausalito Lions Club has offered to build a bus shelter along Bridgeway at Easterby/Marinship Way intersection for northbound bus travelers. They have asked the City to construct the foundation and other site preparation work.

A participation agreement has been drafted to define rights and responsibilities of the Lion's Club and the City regarding this project. The City's financial obligation under this agreement is \$33,000. The project is identified in the 2008 General Capital Fund Budget.

The Lion's Club reviewed the agreement and have informed staff of their intention to execute. This purpose of this item is to authorize the Mayor to execute the agreement on behalf of the City.

BACKGROUND

The Sausalito Lions Club is organized to perform civic services to the community. The group has a long history of providing services in the form of new public facilities as well as offering volunteer support to numerous community events through the years.

The Lion's Club proposes to build a bus shelter along Bridgeway at the Easterby/Marinship Way intersection. They have requested the City's help to prepare the site, to construct the foundation and to arrange for any utility services.

A shelter was designed by Deliberate Design (Planning Commissioner Barry Peterson) and was approved by the Planning Commission on June 7, 2006. The City Council authorized an Encroachment Agreement for the shelter on July 25, 2006. Since that time the Club has worked to source the roof structure and prepare construction plans

Item #: 436
Meeting Date: 1/29/08
Page #: 1

for building permits. Building Permit Plans were approved October 8, 2007. Permits are pending execution of the agreement.

ISSUES

With a project of shared responsibilities, staff believes it is prudent to define the obligations and commitments, up front.

The agreement obligates the City to build the bus shelter site and foundation up to value of \$33,000.

FISCAL IMPACT

The City budgeted \$33,000 for the project which is within the General Capital Projects Fund. This fund receives revenues from a variety of sources including General Fund, Gas Tax and Construction Impact Fees.

There will be ongoing costs to operate the shelter for litter removal and for night time illumination. Staff will discuss the feasibility of installing solar powered lighting with the Club but at the moment the design assumes power from PG&E. This is expected to cost approximate \$2,500 per year and will be picked up as part of the street lighting accounts in the Traffic Safety Fund. The life of the roof is unknown but the walls, benches and roof supports will likely have a service life of at least 20 years.

STAFF RECOMMENDATIONS

Adopt a motion:

- 1) Authorizing the Mayor to Execute a participation agreement with the Sausalito Lions Club regarding construction of the Schoonmaker Bus Shelter.

ATTACHMENTS

Participation Agreement
Planning Commission Resolution
Plans/Elevations

PREPARED BY:



Todd Teachout, City Engineer

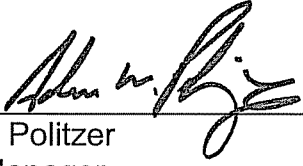
REVIEWED BY (Department Head):



Diane Henderson, Acting Director of
Community Development

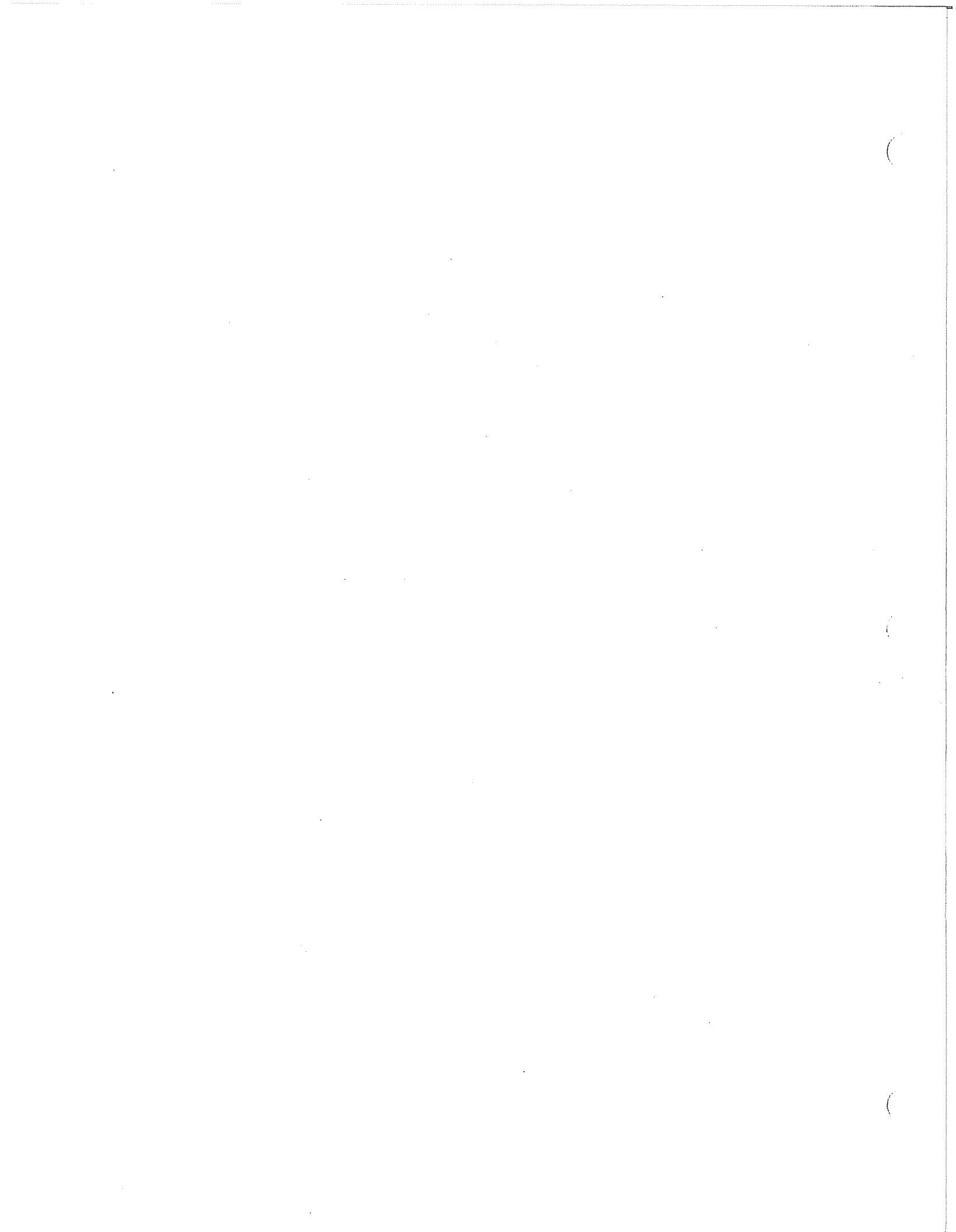
Item #: 436
Meeting Date: 1/29/08
Page #: 2

SUBMITTED BY:



Adam Politzer
City Manager

Item #: 486
Meeting Date: 1/29/08
Page #: 3



AGREEMENT

This Agreement ("Agreement") is entered into by and between the City of Sausalito, a municipal corporation, ("the City") and the Sausalito Lions Club, a California Non-profit 501c3 Corporation ("Lions Club"), hereinafter the "Parties."

RECITALS

A. The Parties hereto desire to provide facilities for the benefit of the residents of the City of Sausalito and transit users in general.

B. Lions Club has offered to design and build a bus shelter ("Bus Shelter") at 1800 Bridgeway (the east side of Bridgeway at the intersection of Bridgeway, Marinship Way, and Easterby). Said Bus Shelter is described in the plans entitled "Schoonmaker Bus Shelter" dated April 10, 2007 by Deliberate Design + Architecture, which are incorporated herein by this reference.

C. Lions Club has requested the City assist in the funding, construction and management related to the foundation and at-grade portion of the bus shelter, including any necessary utility service connections.

Therefore, the Parties agree as follows:

AGREEMENT

1. Use of Funds. The City agrees to fund the foundation construction costs, site grading and preparation, utility service costs and project management costs related to the Bus Shelter in an amount not to exceed \$33,000. Lions Club agrees to fund the balance of construction cost, including but not limited to, walls, roof, electrical fixtures, benches, and schedule displays.

2. Coordination. The City and Lions Club will coordinate to the extent necessary to assure that construction proceeds regularly and continuously from start of construction until completed. The City may use in-house or contract labor to fulfill the terms of this agreement. The Lions Club may use volunteer or contract labor to fulfill the terms of this agreement. The goal is to complete the bus shelter within sixty (60) calendar day from commencement of construction.

3. Control of Project. City shall control and direct the work on the grading, utility services, and foundation construction. Upon satisfactory completion of this work, the City shall transfer control to the Lions Club by written notification. Upon transfer of control, the Lions Club shall control and direct all additional work necessary to complete the Bus Shelter.

4. Completion. Upon the Lions Club completing work to the satisfaction of the City Engineer, City shall accept the completed Bus Shelter. Acceptance shall be in the form of a

"Notice of Acceptance" prepared by a duly authorized agent for the City and such notice shall provide that upon acceptance the Lions Club will be released from liability for the Bus Shelter.

5. Insurance: Lions Club (and its contractor, if applicable), at its own cost and expense shall procure and maintain, for the duration of the Agreement, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

a. Worker's Compensation Coverage. Lions Club shall maintain Worker's Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Lions Club shall require each subcontractor to similarly maintain Worker's Compensation insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Worker's Compensation policies must be received by the City at least thirty (30) days prior to such change.

b. General Liability Coverage. Lions Club shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit.

c. Automobile Liability Coverage. Lions Club shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Lions Club arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each.

d. Policy Endorsements. Unless otherwise waived or modified pursuant to Section 11, each general liability and automobile liability insurance policy shall be endorsed to contain the following specific language:

i. The City, its elected and appointed officials, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code section 2782(b).

ii. This policy shall be considered secondary insurance as respects the City, its elected and appointed officials, officers, agents,

436
6

employees, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

- iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- iv. Intentionally omitted.
- v. Any explosion, collapse, and underground property damage exclusion must be deleted.
- vi. Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the City, its elected or appointed officials, officers, employees, agents or volunteers.
- vii. The insurance provided by this policy shall not be suspended, voided, canceled or reduced in coverage except after thirty (30) days written notice has been received by the City.

e. Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Lions Club contractor shall demonstrate financial capability for payment of such deductibles and self-insured retentions.

f. Certificates of Insurance and Endorsements. Lions Club shall provide certificates and endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

g. Subcontractors. Lions Club shall either include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. The coverage for subcontractors is subject to all of the requirements for contractors as stated herein.

6. Warranty of Authorized Signatories. The signatories below warrant and represent that they are competent and authorized to enter into this Agreement on behalf of the Party represented.

7. Waiver. The waiver by either Party of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition.

8. General Provisions. This Agreement supersedes all prior discussions and agreements of the Parties relating to the subject matter of this Agreement. This Agreement may be modified only by a written instrument executed by both Parties. Neither Party shall, by the execution of this Agreement, in any way or for any purpose, become a partner or a member of a joint enterprise, with the other. As set forth herein, the word "including" shall mean "including without limitation."

9. Counterparts. This Agreement may be executed by the Parties hereto in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

10. Governing Law and Venue. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the state of California. In the event that either Party institutes an action at law or equity to cure, correct or remedy any default under this Agreement, such legal actions shall, to the extent permitted by law, be instituted in the Superior Court of the County of Marin, State of California, or in the Federal District Court in the Northern District of California.

11. Administration. The City Manager of the City is authorized to act on behalf of the City with respect to all actions to be undertaken by the City under this Agreement.

12. Prevailing Wage. The Parties acknowledge that the work describe herein is subject to prevailing wage requirements as set forth in Labor Code Section 1720, et seq.

CITY:

City of Sausalito

By _____

Amy Belser

Its: Mayor

LIONS CLUB:

Lions Club of Sausalito

By _____

Raymond G. Gergus

Its: Project Chairman

RESOLUTION NO. 2006-26

RESOLUTION OF THE SAUSALITO PLANNING COMMISSION APPROVING A DESIGN REVIEW PERMIT AND RECOMMENDING TO THE CITY COUNCIL APPROVAL OF AN ENCROACHMENT AGREEMENT (APPLICATION DR/EP 05-036) TO ALLOW THE PERMANENT FIXTURE OF A BUS SHELTER ON CITY PROPERTY ON BRIDGEWAY (NORTH OF MARINSHIP WAY)

WHEREAS, an application has been filed by the applicant Sausalito Lions Club requesting Planning Commission approval of a Design Review Permit and recommendation of approval to the City Council of an Encroachment Agreement to allow the permanent fixture of a bus shelter on City property on Bridgeway (north of Marinship Way); and

WHEREAS, the Planning Commission has conducted duly noticed public meetings on October 19, 2005 and June 7, 2006, in the manner prescribed by local ordinance, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission finds that the proposed project is categorically exempt from the requirements of CEQA pursuant to Section 15303(e); and

WHEREAS, the Planning Commission has reviewed and considered the project plans entitled "Sausalito Lions Club/Schoonmaker Bus Shelter" stamped received by the City of Sausalito on July 6, 2005 and May 2, 2006; and

WHEREAS, the Planning Commission has received and considered oral and written testimony on the subject application and obtained evidence from site visits; and

WHEREAS, the Planning Commission has reviewed and considered the information contained in the October 19, 2005 and June 7, 2006 staff reports for the proposed project; and

WHEREAS, the Planning Commission finds that, as conditioned herein, the proposed project complies with the requirements of the Zoning Code as outlined in the staff report; and


WHEREAS, the Planning Commission finds that, as conditioned herein, the proposed project complies with the requirements of the General Plan as outlined in the staff report;

NOW, THEREFORE, THE PLANNING COMMISSION HEREBY RESOLVES AS FOLLOWS:

1. The Design Review Permit is approved and the Encroachment Agreement is recommended for approval to the City Council, as outlined in the attached findings (Attachment A).
2. The Design Review Permit is approved for the project plans titled "Sausalito Lions Club/Schoonmaker Bus Shelter" stamped received by the City of Sausalito on May 2, 2006 (Attachment B), subject to the attached conditions of approval (Attachment C).

RESOLUTION PASSED AND ADOPTED, on the 7th day of June, 2006 by the following vote:

AYES: Commissioner: Chair Kellman, Vice Chair Leone, Bossio
NOES: Commissioner:
ABSENT: Commissioner: Keller
ABSTAIN: Commissioner: Peterson



SECRETARY TO THE PLANNING COMMISSION

PLANNING COMMISSION HEARING
June 7, 2006
APPLICATION NO. DR/EP 05-036
Bridgeway (north of Marinship Way)

ATTACHMENT A: FINDINGS

1. DESIGN REVIEW PERMIT FINDINGS

Pursuant to the Sausalito Municipal Code Section 10.54 (Design Review Permits), it has been found that the permit requested may be issued based on the following findings:

- A) The proposed project is consistent with the General Plan, any applicable specific plans and this chapter.

The proposed design is consistent with the Community Design and Historical Preservation Element of the General Plan and with the Design Review Permit section of the Zoning Code.

- B) The proposed architecture and site design complements the surrounding neighborhood and/or district by either:

a) Maintaining the prevailing design character of the neighborhood and/or district;
or

b) Introducing a distinctive and creative solution which takes advantage of the unique characteristics of the site and contributes to the design diversity of Sausalito.

The proposed architectural design would complement the surrounding neighborhood and district by maintaining prevailing design character. The closest structure, another bus shelter opposite the site on Bridgeway (southbound), contains a sail-like, pointed roof, as would the proposed structure. The proposed structure's pipe section walls would emulate the barrel vaulted Schoonmaker building to the rear of the site.

- C) The proposed project is consistent with the general scale of structures and buildings in the surrounding neighborhood and/or district.

The proposed structure would be closest in size to the nearest structure, a bus shelter across Bridgeway facing the site. It would otherwise be much smaller than distant buildings either beyond the opposite bus shelter or to the rear in the Marinship District.

- D) The proposed project has been located and designed to minimize obstruction of public views and primary views from private property.

The proposed location will not result in a view obstruction of waterfront or other views from private or public vantage points, including View Corridors.

- E) The proposed project will not result in a prominent building profile (silhouette) above a ridgeline.

The proposed structure is not located on or near a ridgeline and will not create such impacts.

- F) The proposed landscaping provides appropriate visual relief, complements the buildings and structures on the site, and provides an attractive environment for the enjoyment of the public.

There is no proposed landscaping with the exception of the removal of one tree. However, the structure is intended to shelter people while they wait for a bus, and the structure's unique design would provide an attractive environment for the public's enjoyment.

- G) The design and location of buildings provide adequate light and air for the project site, adjacent properties, and the general public.

The proposed design and location will have no effect on the light and air of adjacent properties or the general public.

- H) Exterior lighting, mechanical equipment, and chimneys are appropriately designed and located to minimize visual, noise, and air quality impacts to adjacent properties and the general public.

Lighting will be facing into the interior of the structure and will not create a visual impact. There are no other related impacts that would result from this project.

- I) The project provides a reasonable level of privacy to the site and adjacent properties, taking into consideration the density of the neighborhood, by appropriate landscaping, fencing, and window, deck and patio configurations.

The structure is a public bus shelter that will be located at a vacant, City-owned strip of land on a major arterial road and would not have the potential to impact privacy of adjacent buildings.

- J) Proposed entrances, exits, internal circulation, and parking spaces are configured to provide an appropriate level of traffic safety and ease of movement.

The proposed structure will be separated from the paths of pedestrian, bicycle and vehicular traffic and would therefore avoid interference with levels of traffic safety.

- K) The proposed design preserves protected trees and significant natural features on the site to a reasonable extent and minimizes site degradation from construction activities and other potential impacts.

The proposal includes the removal of one tree, which is not a protected species and does not include the modification of natural features at the site.

- L) The project site is consistent with the guidelines for heightened review for projects which exceed 80% of the maximum allowed Floor Area Ratio and/or site coverage, as specified in subsection F (Heightened Review Findings).

The project site does not require heightened review.

2. ENCROACHMENT AGREEMENT FINDINGS

Pursuant to the Sausalito Municipal Code Section 10.56 (Encroachment Review and Agreements), it has been found that the permit requested may be recommended for approval to the City Council based on the following findings:

- A) The proposed encroachment is compatible with the surrounding area and will either improve or not significantly diminish visual or physical public enjoyment of the streetscape upon which the encroachment is proposed.

486
12

The proposed encroachment will complement the surrounding area, both aesthetically with its artistic design, and by its ability to increase access to adjacent uses.

- B) The encroachment will not adversely affect the usability or enjoyment of adjoining parcels nor create or extend an undesirable land use precedent.

The proposed encroachment will have no negative effects on surrounding sites or their uses.

- C) The encroachment is necessary to the reasonable use and enjoyment of the property and the extent of the encroachment is justifiable.

The proposed encroachment is necessary to allow the permanent fixture of a bus shelter and will utilize the least possible amount of space.

- D) The proposed encroachment will not adversely affect the public circulation nor create or constitute a hazard to public safety.

The proposed encroachment will not create circulation or safety hazards because the arterial has should space to accommodate a stopping bus, as verified by the Engineering Division.

- E) The value of the proposed improvements will not prejudice a policy decision to terminate the encroachment nor preclude or make difficult the establishment or improvement of streets or pedestrian ways.

The value of the proposed improvement will not be a factor causing difficulty in future removal of the structure.

486
13

PLANNING COMMISSION HEARING
June 7, 2006
APPLICATION NO. DR/EP 05-036
Bridgeway (north of Marinship Way)

ATTACHMENT C: CONDITIONS OF APPROVAL

1. Approval of this Application is limited to the project plans titled "Sausalito Lions Club/Schoonmaker Bus Shelter" stamped received by the City of Sausalito on May 2, 2006. The project involves the fixture of a new bus shelter on City property located on Bridgeway north of Marinship Way.
2. This approval will expire in five (5) year from the date of adoption of this resolution if the property owner has not exercised the entitlements hereby granted.
3. This approval does not include any other construction, site improvements, tree removal and/or alteration, exterior alterations and/or renovations.
4. Pursuant to Ordinance 1143, the operation of construction, demolition, excavation, alteration, or repair devices within all residential areas or within a 500 foot radius of residential zones shall be limited to the following hours:

Weekdays – Between 8 a.m. and 7 p.m.

Saturdays – Between 9 a.m. and 5 p.m.

Holidays – Between 9 a.m. and 7 p.m.

Such operation is prohibited on Sundays.

5. All exterior security lighting must be small low-wattage fixtures that are shielded and downward facing, and subject to the review of the Community Development Department prior to final sign off of the building permit.
6. As a condition of this approval, no alternative or unrelated construction, site improvements, tree removal and/or alteration, exterior alterations and/or interior alterations and/or renovations not specified in the project plans, or alterations approved by the Community Development Director, shall be performed on the project site. In such cases, this approval shall be rendered null and void unless approved by the Community Development Department as a modification to this approval. Pre-approved modifications include the following:
 - Redwood may be substituted with cedar.
 - A commemorative plaque indicating the involvement of the Sausalito Lions Club is allowed.
 - The City shall choose the concrete finish.

In the event that any condition imposing a fee, exaction, dedication or other mitigation measure is challenged by the project sponsors in an action filed in a court of law or threatened to be filed therein which action is brought within the time period provided by law, this approval shall be suspended pending dismissal or final resolution of such action. If any condition is invalidated by a court of law, the entire project shall be reviewed by the City and substitute conditions may be imposed.

7. In accordance with Ordinance No. 1160, the applicant shall pay any and all City costs arising out of or concerning the proposed project, including without limitation, permit fees, attorneys' fees,

engineering fees, license fees and taxes, whether incurred prior to or subsequent to the date of this approval until the project receives final sign-off. The City Attorney shall determine the extent to which this language applies and provide some document in the record of such prior to issuance of a building permit.

8. The applicant shall indemnify the City for any and all costs, including without limitation attorneys' fees, in defending this project or any portion of this project and shall reimburse the City for any costs incurred by the City's defense of the approval of the project. The City Attorney shall determine the extent to which this language applies and provide some document in the record of such prior to issuance of a building permit.
9. An approval granted by the Planning Commission does not constitute a building permit or authorization to begin any construction. An appropriate permit issued by the Building Division must be obtained prior to constructing, enlarging, moving, converting, or demolishing any building or structure within the City.

Prior to applying for a building permit:

10. The Community Development Director shall approve the proposed roof material for durability.
11. The City Engineer shall review at-grade street materials fronting the site to verify adequate durability for use by passenger buses.
12. The proposed project shall receive written acceptance by Golden Gate Transit Authority.
13. Any landscaping shall receive the approval of the Community Development Director. Landscaping shall be of an appropriate low height so as not to obscure views.
14. Revised plans shall be submitted incorporating greater windowing of corrugated pipe structure.

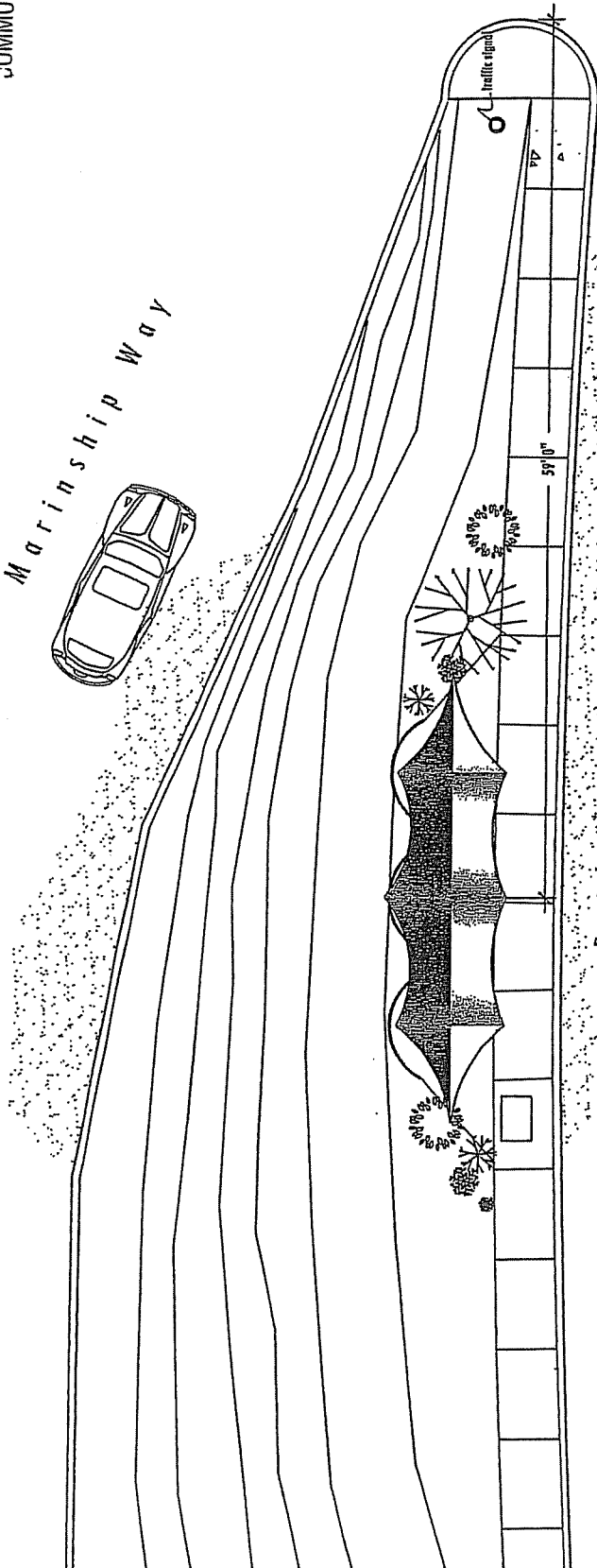
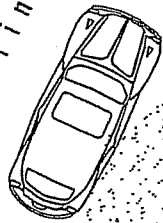
486
15

RECEIVED

MAY - 2 2006

CITY OF SAUSALITO
COMMUNITY DEVELOPMENT

Marinship Way



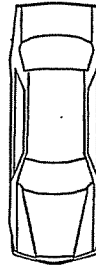
Bridgeway Blvd.

SCHOONMAKER BUS SHELTER

1" = 1'-0"
1 May 06

Dellavente Design + Architecture

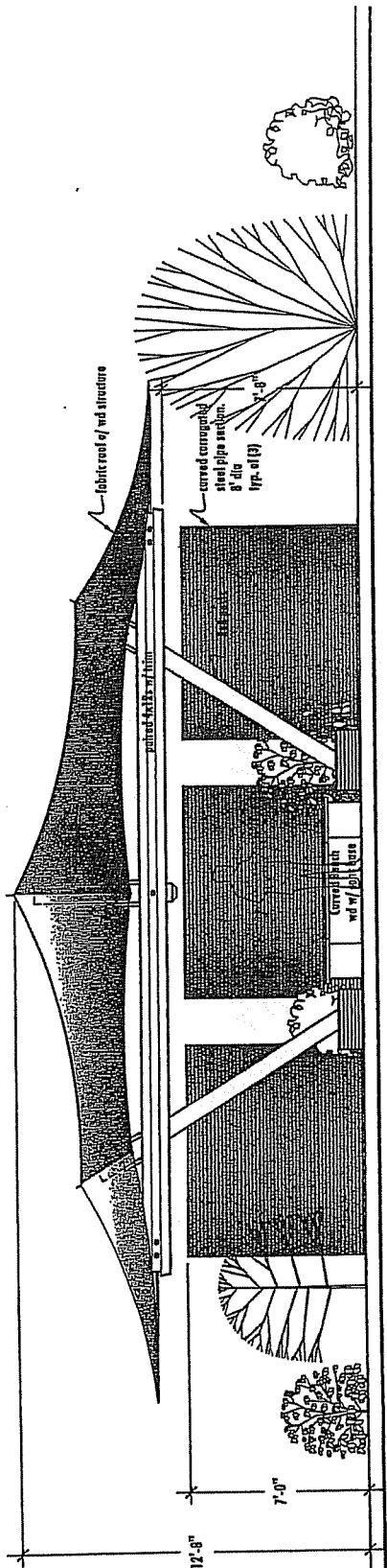
415 532 1300



City of Sausalito Planning Department 3077000 & 3131700, 108

486
16

Item #: 4.B-9
Meeting Date: 7-25-06
Page #: 8



SCHONMAKER BUS SHELTER

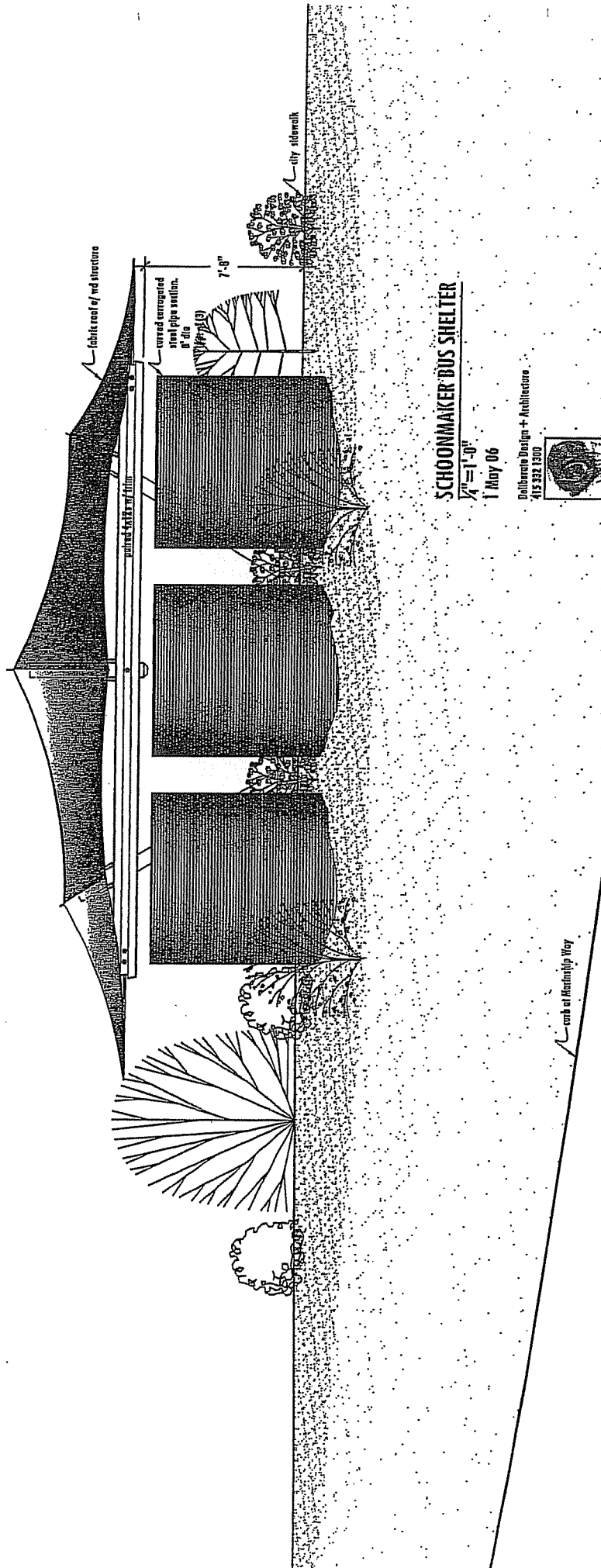
1/4" = 1'-0"

1 May 06

Deliberate Design + Architecture
415 392 1300



486
17



SCHOONMAKER BUS SHELTER

1/4" = 1'-0"

1 May 06

Bellhans Design + Architecture
415.252.1800

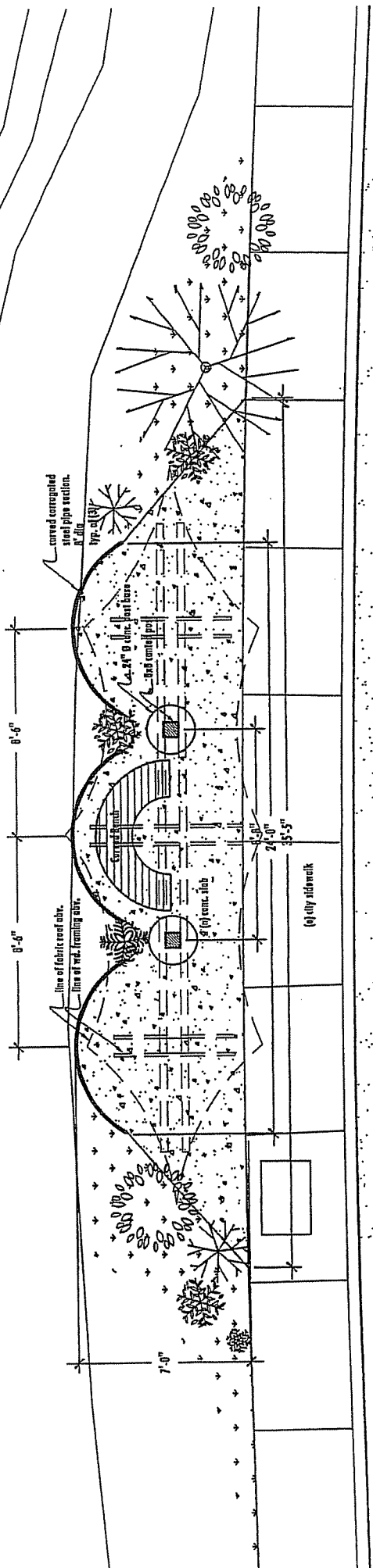


City of San Francisco Department of Public Works

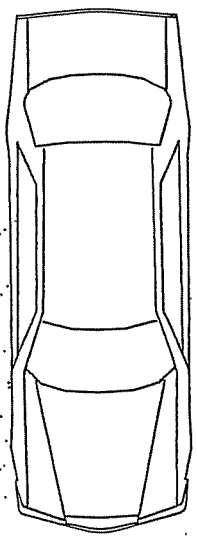
486
18

Item #: 4.B-9
Meeting Date: 7-25-06
Page #: 10

Friendship Way



Bridgeway Blvd.



SCHOONMAKER BUS SHELTER

1/4" = 1'-0"

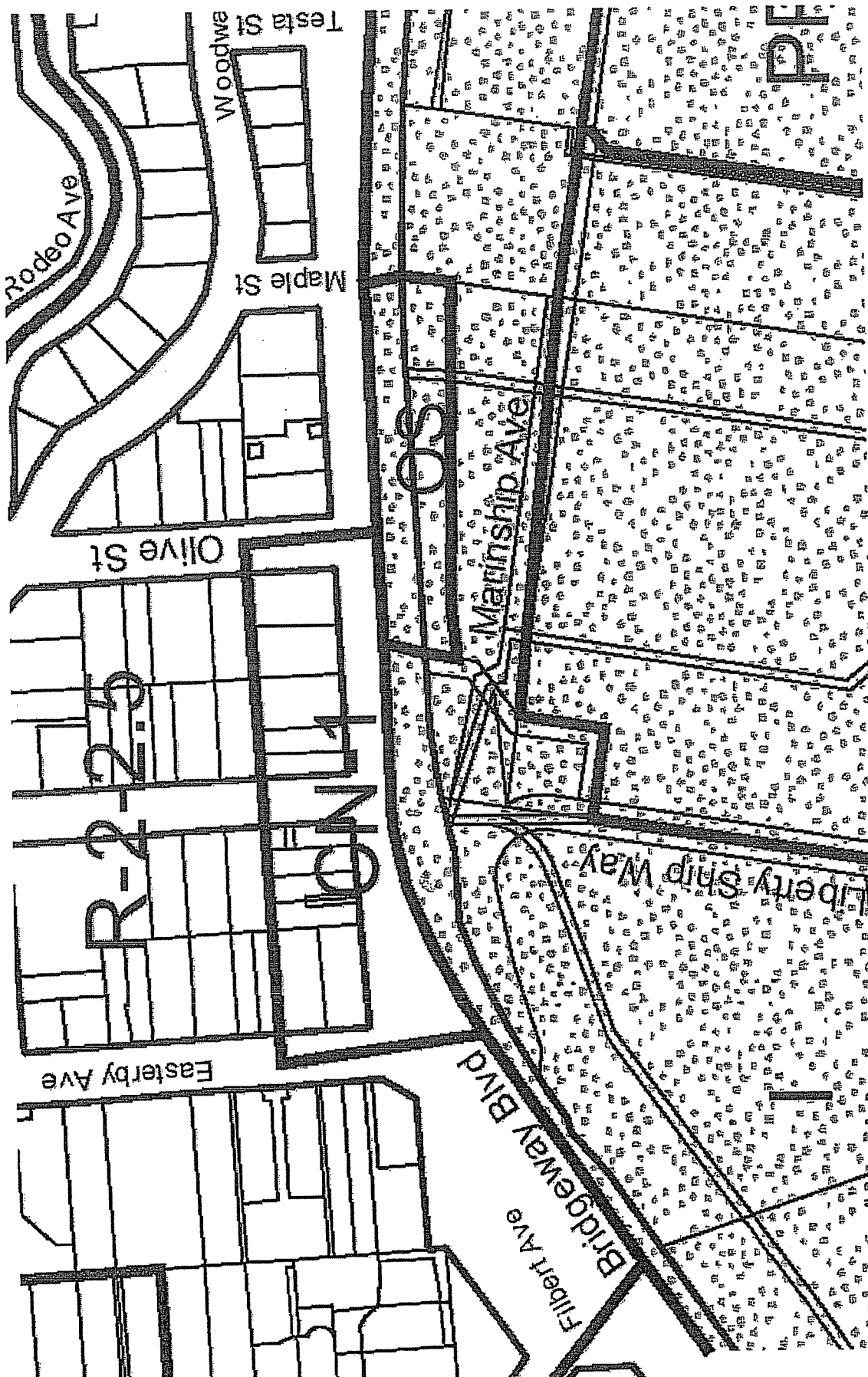
1 May 06

Dalberto Design + Architecture
415 372 1300



City of San Francisco Planning Department, 1775 Bay Street, San Francisco, CA 94133

436
19



486
20