

CONDITIONS OF APPROVAL

(as modified by City Council on October 1, 1990)

ZA-90-1 – 561 Lafayette Avenue

Alta Mira Club

Listed below are recommended conditions relating to the Alta Mira Club concerns. These reflect the discussions between neighborhood and Club representatives, but are not necessarily fully endorsed by all parties.

I. AMPLIFIED MUSIC/NOISE

- A. Sound levels for activity on the premises shall not exceed 65 dBA (decibels/A scale) at the exterior property lines of the Club, or 80 dBA within the building in the room in which music originates. (Note: the numerical standards in this condition could be modified based on an acoustical report by an acoustical engineer.)
- B. Music or other activity shall not constitute a nuisance or a violation of Municipal Code, Section 4-1-510, pertaining to noise.
- C. Windows and doors to the building shall be kept closed at any time there is music or other activity which may generate noise levels disturbing to a residential neighborhood.

II. PARKING IMPACTS

- A. The Alta Mira Club shall inform all renters of the premises of the availability of parking on the City parking lot at Peralta and Lafayette Avenues, and shall provide a street map showing the relationship of the Alta Mira Club to the parking lot as part of all rental agreements. The rental agreement shall:
 - 1. note the community concern regarding parking
 - 2. request all renters not to park in front of residences or to block driveways, and
 - 3. note the risk of ticketing and tow-away for violations.
- B. The Alta Mira Club shall pay the cost of installing up to four directional signs directing people from the vicinity of the Club to the City parking lot at Lafayette and Peralta Avenues.

III. NUMBER AND FREQUENCY OF EVENTS

- A. The premises shall not be rented for more than four events per month or for more than two events per weekend, i.e.; between Friday evening and Sunday evening (or Monday evening on a three-day holiday weekend). No rental events shall be scheduled for Halloween or for New Year's Eve.

- B. All rental events shall end not later than 9:00 p.m. Friday and Saturday, and 8:00 p.m. other weekdays and Sundays; clean up shall be completed and the premises entirely vacated within one hour after the scheduled end of the event.
- C. Rental of the premises by the Alta Mira Club shall only be for uses listed below:
- Receptions, including wedding, anniversary and similar occasions
 - Breakfasts, brunches, luncheons and dinners
 - Meetings and lectures
 - Musical performances or art or cultural shows or events, including bazaars or similar fund-raising events.

IV. DURATION OF EVENTS

The Alta Mira Club shall not rent the premises for more than seven hours (including set up and clean up) for any one event. Deliveries shall not be made prior to 9:30 a.m.

V. LITTER AND DEBRIS PICK-UP

The Alta Mira Club shall be responsible for prompt pick-up of any litter or debris attributable to events at the Club on the Alta Mira Club site and on any residential property or street within 150 feet of the Club property.

VI. BEHAVIOR AND VANDALISM

- A. All activities connected with rentals shall be contained within the Club building and there shall be no loitering on the Club property or in the vicinity. Exit doors not used for normal access to the premises shall be provided with alarm systems and shall be posted "Emergency Exit Only -Door Alarmed". The Leo Street door shall be kept closed during events and shall be posted "For Delivery Only".
- B. Rental agreements between the Alta Mira Club and outside parties shall require a security and compliance deposit and shall provide that up to one-half the amount of the deposit shall be forfeited in the event the renting party fails to comply with any of the terms and conditions of this agreement. The remaining half of the deposit may be used by the Club to reimburse costs of damage or other cost attributable to the renting party.

VII. ALCOHOLIC BEVERAGE USE

The serving of alcoholic beverages shall be limited to beer, wine and champagne. It shall be the responsibility of the Club to assure that open alcoholic beverage containers are not carried out of the building.

VIII. MANAGEMENT AND SECURITY

- A. An officer of the Alta Mira Club and a paid Club employee shall be on the premises at all times during any rental event to represent the Club. The Club representative shall have the authority and responsibility to enforce all terms and conditions of the rental agreement. If

necessary, the Club representative shall stop the serving of alcohol and/or the playing of music and/or terminate the event and clear the building. The Club representative shall be responsible for calling the San Leandro Police Department if a disturbance occurs or neighborhood complaint requiring Police response is received.

- B. Rental agreements between the Alta Mira Club and outside parties shall specify the name, address and phone number of the representative of the outside party responsible for compliance with the terms and conditions of the agreement and that person shall be present at the event at all times.
- C. Rental agreements between the Alta Mira Club and outside parties shall incorporate these conditions by reference and a copy of the conditions shall be made available to all renters as an attachment to the rental agreement. A copy of these conditions shall be posted in the Club building.
- D. Notification of rentals, with date, time and renter information, shall be sent to the San Leandro Police Department and to the San Leandro Planning Division, attention Community Standards Section, and that fact shall be noted on the rental agreement.

IX. FUTURE REVIEW AND CHANGES IN CONDITIONS

- A. A report on the Club's compliance with these conditions shall be made to the Board of Zoning Adjustment six months and one year after the date of approval. This report shall include input from representatives of the Club, the immediate neighborhood of the Club, the homeowners association.
- B. These conditions shall become effective upon approval by the City following a noticed public hearing and any modification to them shall be made only following a similar public hearing and shall provide for appropriate input from the adjacent community, the Homeowners' Association having jurisdiction in the area, and the Alta Mira Club. These conditions, and any change therein, shall be recorded with the Alameda County Recorder.