



## Special Meeting

Wednesday February 24, 2016 – 3:00 p.m.  
Sonoma Community Center Kitchen  
276 East Napa Street, Sonoma, CA

### Agenda

1	Call to Order, Roll Call
2	Public Communications
3	Student Creative Art Award Program: Review applicant submittals and interview students
4	Discussion, consideration and possible action to approve the hosting of a Poetry Day in Sonoma
5	Adjournment

#### **COMMISSION MEMBERS:**

**Kate Schertz, Chair**  
**Linda Ransom, Vice Chair**  
**Lisa Carlsson**  
**Nellie Cravens**  
**Antoinette Kuhry**  
**Kari Ontko**  
**Pamela Personette**  
**Robert Ryan, Alternate**

*Posted: February 16, 2016  
Gay Johann, Assistant City Manager/City Clerk*

*Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available for public inspection the Monday before each regularly scheduled meeting at City Hall, located at No. 1 The Plaza, Sonoma CA. Any documents subject to disclosure that are provided to all, or a majority of all, of the members of the Cultural and Fine Arts Commission regarding any item on this agenda after the agenda has been distributed will be made available for inspection at the City Clerk's office, No. 1 The Plaza, Sonoma CA during regular business hours.*

*In accordance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk (707) 933-2216. Notification 48-hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*



## Gay Johann

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**From:** Antoinette J. Kuhry <akuhry@vom.com>  
**Sent:** Friday, December 11, 2015 10:56 AM  
**To:** Kate Schertz; Gay Johann  
**Subject:** Dana Gioia - new Poet Laureate

Hi Gay and Kate,

As was announced in the PD on 12/5/15 and in the longer article today in the PD, Dana Gioia, who was the NEA Chair and in my mind did a wonderful job, has been appointed the new Poet Laureate of California. I know Dana and emailed him directly after first hearing about his appointment. I suggested a program in Sonoma but he wasn't then too sure of his schedule.

It occurred to me this morning that it would be very appropriate for the Cultural and Fine Arts Commission to host whatever program is put together in 2016. 2016 marks the 100th anniversary of the death of Jack London (whose life Sonoma City Opera portrayed in EVERY MAN JACK in 2006) and the 400th anniversary of the death of perhaps the greatest of all poets, William Shakespeare.

I could envision a program where local poets and artists would come together with Dana to celebrate poetry in California and in Sonoma, California. Perhaps this could be in the summer and connected also with Readers' Books. Anyway, before getting back to Dana, I wanted to run this by the both of you. Would you like CFAC to take on this program, if Dana would agree? What the costs would be and how it would be funded, I don't know, but we need to get something scheduled with Dana before he is all booked up.

Let me know. Thanks.

Toni Kuhry  
[Akuhry@vom.com](mailto:akuhry@vom.com)  
996-2131 work  
996-3357 home  
484 East Napa Street  
Sonoma, CA 95476

## Gay Johann

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**From:** Antoinette J. Kuhry <akuhry@vom.com>  
**Sent:** Wednesday, February 10, 2016 1:42 PM  
**To:** Gay Johann; Kate Schertz; latazchat@aol.com  
**Subject:** Fw: Cultural and Fine Arts Commission - re use of Hanna Center new performance hall  
**Attachments:** Agreement for Facilities and Services FINAL.DOC; Auditorium Layout with measurements.pdf; facility Fee Schedule not for profit only (2).doc

Dear Gay and Committee Members,

After talking to Dana Gioia about his availability, I came to the three dates of July 9, 16 and 23 (with the night before for a rehearsal). I inquired about availability of Andrews Hall but it was not at this time available for any of the three.

I contacted Hanna Boys Center for use of their new hall. The only date that they had open was the evening of July 9 with a rehearsal on Friday night July 8. Below you see the details that Leslie Petersen sent. Fee is negotiable.

I told her that we were going to have a meeting tomorrow night and I hoped I would have an answer for her by Friday. I know this is not on the agenda but I am concerned about getting a facility and I think we need to secure a date before it goes away. Obviously, it all depends upon the details which can't be finalized tomorrow but I think we need to decide to tell her whether to hold the dates.

As to other choices of facilities, one of the rooms at the Vets Bldg. is possible, but I think the big theatre is perhaps too big for this event and the other rooms don't have a stage. The Woman's Club is also possible but is not very big.

I will say that Hanna I think is very good to work with.

Anyway, let me know.  
Toni

**From:** [Leslie Petersen](#)  
**Sent:** Wednesday, February 10, 2016 11:24 AM  
**To:** [Antoinette J. Kuhry](#)  
**Subject:** RE: Cultural and Fine Arts Commission - re use of Hanna Center new performance hall

Hi Toni!

Here is our use agreement along with our fee schedule and a layout of the auditorium for your use. Please keep in mind that the fee is negotiable but at a minimum we will need to cover the cost of cleaning the auditorium. I am certain we can make this work for your group and we would be happy to have the commission here at the center. Thank you for your interest. I look forward to talking with you after your committee meeting.

**Hanna Boys Center  
FACILITY AND SERVICE FEE SCHEDULE  
Effective October 2013**

**A. FACILITY RENTAL RATES:**

Facility	Not For Profit Hourly Rate*	Not For Profit Daily Rate*
Auditorium (4 hour min.)	\$125 per hour	\$1,250 per day
Kitchen	\$25 per hour	\$250 per day
Admissions Building	\$25 per hour	\$250 per day

Not For Profit Rate	Exclusive Use of Facility	Shared Use of facility
Baseball Field	\$100 per hour	
Soccer Field	\$100 per hour	\$25 per hour
Pool	\$50 per hour	\$25 per hour
Tennis Court	\$25 per hour	
Gym	\$50 per hour	\$25 per hour

\*Facility rental rate does not include required deposit, cleaning, personnel or security fees.

\_\_\_\_\_ *Initial*

**B. TIMES:**

Please note that all events must end by 10:00 pm. The daily use fee allows access to the building from 8:00 am until 10:00 pm. You will have 1 hour after the event for clean up or the next morning by noon.

\_\_\_\_\_ *Initial*

**C. DATE:**

Upon receipt of the signed Facility and Service Fee Schedule your event date will be "held". Your event date will only be "confirmed" upon receipt of completed Facility Use Agreement, with Insurance Certification, and deposit.

\_\_\_\_\_ *Initial*

**D. DEPOSITS:**

Deposit is due with signed Facility Use Agreement. 50% of fee due 2 weeks in advance of event and remaining fee is due 48 hours prior to start of event. Failure to pay deposits and/or fees on time or provide proof insurance will cancel the agreement and we regret we will be unable to allow your event access to our facilities.

• **Refundable Deposit:**

- Auditorium: \$500 refundable deposit to cover excess cleaning, carpet cleaning and damages.
- Admissions Building: \$250 refundable deposit to cover excess cleaning, carpet cleaning and damages.

\_\_\_\_\_ *Initial*

**F. FEES:**

- **Cleaning Fee:** The expectation in regards to cleaning is that you will have broken down all tables and chairs, removed **all** food and beverages from facility, swept the facility and deposited all trash in the available dumpster. (Alcohol must be supervised at all times and not left unattended either before, during or after event.)

○ The following cleaning fees are required for all use:

▪ **Auditorium**

- \$120 for lobby, hallway and 2 interior bathrooms
- \$90 for green room
- \$170 for large auditorium room and exterior bathrooms
- \$200 for kitchen
- Or \$500 for entire building

▪ **Admissions Building**

- \$140 for building

• **Personnel Fee:**

- **Event Coordinator Fee:** An Event Coordinator, provided by HBC, is required to be physically present for entirety of event. The hourly rate for the Event Coordinator will be \$35 per hour. Additional Event Coordinator rates for set up and clean up needs will be determined and be mutually agreed upon prior to event.
- **Technical/AV Fee:** Technical/AV is required to be physically present for entirety of event; there shall be a minimum charge of 4 hours time at the rate of \$65 per hour. There is also a required 1 hour planning session at the same rate. These hours are for a basic lightening and sound program, if more detailed or complicated lightening or sound is needed, there may be additional charges which will discussed and agreed upon in advance. Technical/AV personnel must be from approved list.

- **Overtime Fee:** There will be an overtime fee of 1 ½ times the hourly rate for any use exceeding the agreed upon time frame.

\_\_\_\_\_ *Initial*

**F. SECURITY:**

Add other security option

Security is required when alcohol is being served or if there are more than 100 guests at the event. You are required to use Universal Protection at the rate of \$30.00 per hour, per officer. There is a 4 hour minimum with a requirement of 1 officer per 50 guests.

\_\_\_\_\_ *Initial*

**G. OTHER**

We have a preferred list of caterers and party supply vendors for you to choose from.

\_\_\_\_\_ *Initial*

\_\_\_\_\_  
**Renter**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Hanna Boys Center**

\_\_\_\_\_  
**Date**

**CSDA**  
ARCHITECTS  
100 Montgomery St  
Suite 1170  
San Francisco  
CA 94104  
[T] 415.693.9800  
[F] 415.693.9831

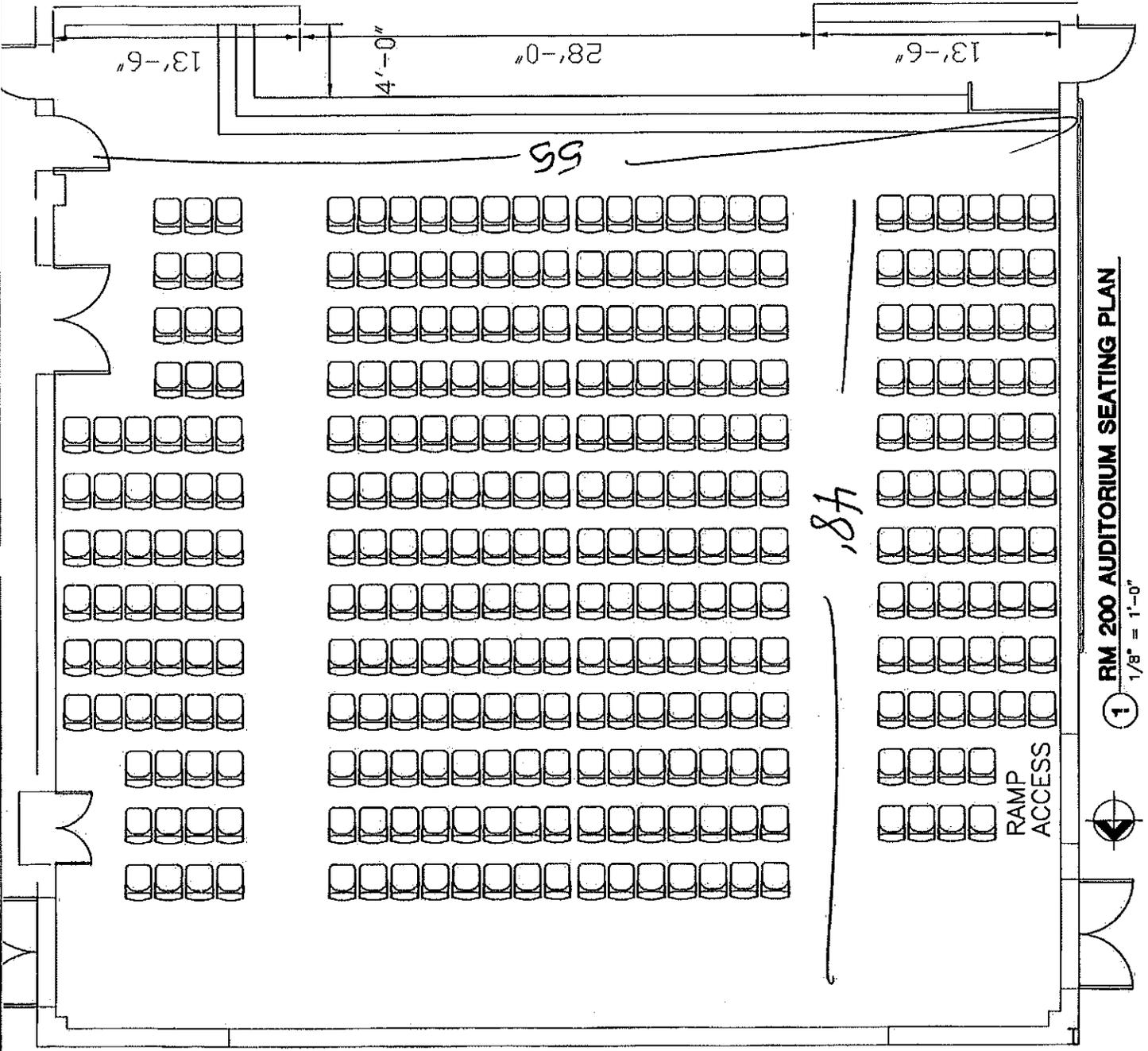
SCHOOL NAME  
& ADDRESS  
**HANNA  
BOYS  
CENTER**  
17000 Arnold Drive  
Sonoma, CA 95476  
[T] (707) 933-2569  
[F] (707) 935-1807

PROJECT NAME  
PHASE 1A  
AND 1B  
SITE  
IMPROVEMENTS,  
ADMISSIONS/ALUMNI  
CENTER,  
MULTI-PURPOSE/  
AUDITORIUM

SHEET NAME  
**ROOM 200  
AUDITORIUM  
SEATING PLAN**  
Orig. 02/01/11  
DATE 06/27/11  
SCALE 1/8" = 1'-0"

**SKT31**  
Rev. 01

*curtain* .10



HOUSE LEFT  
60 SEATS:  
3 ROWS,  
4 SEATS EA  
6 ROWS,  
6 SEATS EA  
4 ROWS,  
3 SEATS EA

HOUSE CENTER  
195 SEATS:  
13 ROWS,  
15 SEATS EA

HOUSE RIGHT  
68 SEATS:  
10 ROWS,  
6 SEATS EA  
2 ROWS,  
2 SEATS EA  
4 ROWS,  
4 SEATS EA

TOTAL: 323 SEATS

1 RM 200 AUDITORIUM SEATING PLAN  
1/8" = 1'-0"

**Hanna Boys Center**  
17000 Arnold Drive, Sonoma, California 95476

**AGREEMENT FOR FACILITIES AND SERVICES  
AND RELEASE AND WAIVER OF LIABILITY**

This agreement is made and entered into as of \_\_\_\_\_, by and between Hanna Boys Center ("Center") and \_\_\_\_\_ ("User"). The parties agree as follows:

1 Subject to the terms and conditions contained herein, Center shall allow User to utilize the following facilities and equipment of Center for the following purpose(s), to wit:

1.1 Facilities: \_\_\_\_\_

1.2 Equipment: \_\_\_\_\_

1.3 Use: \_\_\_\_\_

Any request for additional services, rooms, and/or equipment, etc., shall be made at least five business days prior to the date of the event. Only the rooms and/or equipment requested using this protocol will be available for use.

2 The utilization period shall be:

2.1 Date(s): \_\_\_\_\_

2.2 Times: \_\_\_\_\_

3 User forever releases, discharges and acquits Center and any of its present, former or future parent companies, divisions, subsidiaries, affiliates, associates, predecessors, successors, assigns, licensees, transferees, heirs, owners, executors, administrators and any of its present, future or former directors, agents, partners, principals, brokers, officers, employees, trustees, insurers, reinsurers, representatives of any of them, and its lawyers from any or all manner of action or actions, cause or causes of action, in law or in equity, for indemnity or otherwise, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, costs, or expenses, of any nature whatsoever, whether known or unknown, suspected or unsuspected, concealed or unconcealed, fixed or contingent, based upon, arising from, or in any way connected with or related to, whether directly or indirectly, the User's utilization of the facilities and equipment of Center.

User agrees and acknowledges that it, its officers, employees, trustees, insurers, reinsurers, members, and any of its participants, spectators, agents, invitees or other third parties using the facilities and equipment as part of User's utilization of the facilities and equipment of Center (collectively "Claimants"), may sustain damages, losses, or expenses that are presently unknown and unsuspected. User has been advised of, understand and knowingly and specifically waive its rights under California Civil Code Section 1542, which 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 the debtor."

This provision and any similar provisions which may be in force in other jurisdictions, if in any way applicable, are hereby waived by User, and each of them, and they acknowledge that this waiver is an essential and material term of the release entered into herein, without which the consideration relating hereto would not have been delivered by any party to any other. Nevertheless, User has negotiated and agreed upon this Agreement and hereby expressly waives this provision and any similar provisions which may be in force in other jurisdictions, if in any way applicable, and releases any and all rights that it may have under any statutory or common law principles concerning the waiver and release of unknown or unsuspected claims or unascertained injury or damage.

Furthermore, User acknowledges that Center shall not be liable to User or any other Claimants for any injuries, claims, expenses, costs (including without limitation attorneys' fees), liabilities, damages, losses, demands, actions or causes of action of whatever kind or nature (collectively "Claims") arising out of or in any way connected with (i) User's activities conducted on above described facilities, (ii) the use of any property or equipment of Center or (iii) the entering, being upon or leaving Center's property, (iv) any acts or omissions of Center including but not limited to any failure to undertake or complete seismic retrofitting of the facilities, (v) acts or omissions of third parties, or (vi) any damage or injury resulting from acts of God, including but not limited to the consequences of seismic activity. User acknowledges that Center has informed User that certain facilities currently need seismic retrofitting and User understands there is some danger to those using such facilities if some seismic activity occurs during such use.

User agrees not to commence or maintain any action, suit or proceeding based upon or derived from any of the matters released herein.

- 4 User agrees to carry, at its own expense, during all times of use by User (including early arrivals and late departures), comprehensive general liability insurance covering User and Center (as an additional insured), against "Claims" for bodily injury, including emotional distress, death and property damage occurring in, upon or about or resulting from the Center's property, or any street, drive, sidewalk, curb or passageway adjacent thereto, in standard form and with such insurance company or companies and in the amount of not less than One Million Dollars (\$1,000,000) combined single limit. Said policy shall (a) provide that the same shall not lapse or be canceled, amended or materially altered (including by reduction in the scope or limits of coverage) without at least ten (10) days' prior written notice to Center, (b) name Center as an additional insured, and (c) include such deductibles as Center may approve.
- 5 In addition to any such insurance and not limited thereby, User shall indemnify and hold Center harmless from and against any and all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs and expenses (including, but not limited to, sums paid in settlement of claims and all consultant, expert and legal fees and expenses of legal counsel) or loss directly or indirectly arising out of or resulting from the User's utilization of the facilities and equipment of Center, this Agreement or any other documents executed in connection with this Agreement. Upon demand by Center, User will defend any action or proceeding brought against Center under or as a result of the User's utilization of the facilities and equipment of Center, this Agreement or any other documents executed in connection with this Agreement or which is brought or commenced against Center, whether alone or together with User or any other person, all at the User's own cost and by counsel to be approved by Center in the exercise of its reasonable judgment. In the alternative, Center may elect to conduct its own defense at the expense of User. Any sums expended by Center to defend itself against any matter covered by the indemnities contained in this Agreement shall be paid by User to Center upon ten days notice thereof. This indemnity shall survive the termination of this Agreement.

- 6 User, as inducement to Center to enter into this Agreement, acknowledges that it is aware of the seismic issues with the facilities and has inspected the facilities and premises that User will be making use of hereunder and has evaluated other alternative facilities available to User from third parties. Based on User's own inspection and analysis of the potential risks from using Center's facilities and premises, User has determined that the condition of such facilities and premises, including the seismic condition, is safe and such facilities and premises do not contain any dangerous condition, whether known, unknown, disclosed or undisclosed to User, which would cause personal injury or death to User, spectators, participants, agents or invitees and that User is taking full responsibility, liability and risk for any personal injury or death to User, spectators, participants, referees, agents, invitees and other parties.
- 7 User shall leave the utilized facilities and premises clean and free of debris following User's activities. In the event User shall fail to do so, the determination of which shall be solely that of Center, User shall pay Center a cleanup fee which shall include time and a half personnel wages, employee benefits and any additional expenses necessary to clean the facilities and premises, which shall be due and payable upon receipt of billing.
- 8 User further agrees that it is liable to Center for the actual costs and expenses of repairing and/or replacing any equipment or portion of the facilities, which is damaged, destroyed or removed during User's use of the facilities and premises.
- 9 If an inappropriate condition exists or an activity is occurring or will likely occur from User's utilization of the facilities and/or equipment, Center shall have the right to close and cause User, spectators, participants, agents and invitees to vacate the Center's property at any time.
- 10 User agrees to the following restrictions on use of Center's facilities and premises:
  - 10.1 User shall not remove, reposition, replace, move or otherwise disturb any Center equipment or property.
  - 10.2 User shall not make any physical changes to the Center's facilities or premises and shall not use flammable agents or decorations, or affix or hang pictures, posters, signs or other items that mark or deface property, and no lines or other material may be applied to the floors of any of Center's buildings.
  - 10.3 User shall not tamper with or adjust any security, fire protection equipment, fire alarms, intercoms, thermostats, light or air conditioning timers or any other electrical, communication or control system.
  - 10.4 Smoking, use of fireworks, use of illegal drugs and carrying of firearms are strictly prohibited. Alcohol consumption must be approved. ABC license must be submitted 7 days before event.
  - 10.5 Center assumes no responsibility for any personal property brought on Center's property by User, spectators, participants, agents and invitees and User must remove any such materials and items brought onto the facilities and premises.
  - 10.6 All fire safety regulations must be followed and blocking of fire doors, stairs, aisles or means of egress is prohibited.
  - 10.7 Gym shoes are required for all gym floors and elsewhere for activity-type games such as basketball, volleyball or badminton. The gym floor is to be properly cleaned by User following use. Parking is not allowed in a manner that would obstruct access roads for emergency vehicle use. User is responsible for its spectators, participants, agents and invitees observing all red zones, hydrants, 5-minute and disabled parking restrictions.

- 10.8 All children under the age of 18 years must be supervised at all times.
  - 10.9 At least one on-site representative (disclosed to Center at least 24 hours prior to the event) will arrive before the event begins and be present until the event is completed and all participants, spectators, agents and invitees have departed. If the named on-site representative(s) cannot be present, User will designate an alternative representative and notify Center in advance.
  - 10.10 User shall not sublease the facilities or allow any use other than that for which approval has been granted. No other teams are permitted on location for practices, scrimmages or games without the clearance of HBC Chief of Operations.
- 11 In consideration of and for the Center's contractual performance, User agrees to pay a fee.

In witness whereof, Center and User have executed this Agreement as of the date first written above.

<p>CENTER</p> <p><b>Hanna Boys Center</b></p> <p>BY: _____</p> <p style="padding-left: 40px;"><b>D. Scott Singer</b></p> <p style="padding-left: 40px;"><b>Chief Operating Officer</b></p> <p>DATE: _____</p> <p>ADDRESS: <b>P.O. BOX 100</b></p> <p style="padding-left: 40px;"><b>SONOMA, CA 95476</b></p> <p>PHONE: <b>(707) 933-2525</b></p> <p><a href="mailto:ssinger@hannacenter.org">ssinger@hannacenter.org</a></p>	<p>USER</p> <p>_____</p> <p>BY: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>DATE: _____</p> <p>ADDRESS: _____</p> <p>PHONE(s): (____) _____</p> <p style="padding-left: 40px;">(____) _____</p> <p>Email: _____</p> <p>On-site Representative(s):</p> <p>_____</p> <p>_____</p>
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Please attach a copy of your Certificate of Liability Insurance showing Hanna Boys Center as an additional insured. If necessary, a copy of your insurance policy may be requested.

Please attach a copy of your Team Roster with the player names and addresses (if applicable).

Please attach a copy of your non-profit status letter.

PLEASE MAKE YOUR CHECK PAYABLE TO: **HANNA BOYS CENTER**  
ATTENTION: **D. SCOTT SINGER - HBC COMMUNITY FACILITY USE**

We do have the ability to accept major credit cards.

Please sign this contract and return with your deposit (if required) to D. SCOTT SINGER, Chief Operating Officer. The contract will be signed, filed and a confirmation letter will be sent to you.

**HANNA BOYS CENTER  
(ATHLETIC FACILITY USE CHECK FORM)**

**Please:**

- **Upon arrival and departure, contact the Coordinator on Duty at (707) 933-2516.**
- **Sweep gym and clean trash in the gym, pool area, and fields before leaving.**
- **Pick-up all the garbage in the locker-room and the restrooms. (INCLUDING THE TOILETS).**
- **If a cottage comes down to use the facility, both parties are to share.**
- **Turn-off all the lights:**
  - **Gym**
  - **Locker Room**
  - **Restroom**
  - **Hallway**
- **Close all the gym doors and swimming pool gate.**
- **Respect the posted 15 MPH speed limit.**
- **Keep all children out of the weight room.**
- **Please supervise all children and do not permit them to be in the locker- room without adult supervision.**
- **Do not take the basketballs out of the silver cage located in the hallway or gym.**
- **Collect all personal items (clothing, water bottles, etc...).**
- **Don't flush brown paper towels down the toilet.**
- **No tobacco on campus at any time.**
- **No alcohol permitted on campus, unless approved in advance by the Center for special events (please refer to agreement).**
- **No skateboarding permitted on our premises at any time.**

If you have any questions please contact one the Recreation Staff at 933-2599.

**HANNA BOYS CENTER  
(BUILDING FACILITY USE CHECK FORM)**

**Please:**

- Upon arrival and departure, contact the Event Coordinator at (707) \_\_\_\_\_.
- Sweep the floors.
- Pick up all the garbage from the building and the restrooms (including the toilets), and place in the dumpster located behind the Auditorium to the right of the baseball field.
- Break down and stack tables and chairs in the storage unit.
- Turn off all the lights.
- Supervise children at all times. If children are left unsupervised the event will be terminated.
- Collect all personal belongings.
- Don't flush brown paper towels down the toilet.
- Make sure all doors and windows are closed and locked.
- Respect the posted 15 MPH speed limit.
- No tobacco on campus at any time.
- No alcohol permitted on campus, unless approved in advance by the Center for special events (please refer to agreement).
- Make sure you bring your own extension chords if needed. The Center does not provide them.
- Tarp the floors underneath any prep areas for food or drinks.

**HANNA BOYS CENTER**  
**(KITCHEN USE CHECK FORM)**

Please:

- Upon arrival and departure, contact the Event Coordinator at (707) \_\_\_\_\_.
- Sweep the floors.
- Pick up all the garbage and place in the dumpster located behind the Auditorium to the right of the baseball field.
- Wash and put away pots and utensils used.
- Make sure all kitchen appliances have been turned off.
- Turn-off all the lights.
- Collect all personal belongings.
- Make sure all doors and windows are closed and locked.
- Respect the posted 15 MPH speed limit.
- Do not dump grease in the drains. If it is suspected that the individuals using the kitchen have dumped grease down the drain, the deposit will be used to have the lines cleaned.
- Supervise children at all times. If children are left unsupervised the event will be terminated.
- No tobacco on campus at any time.
- No alcohol permitted on campus, unless approved in advance by the Center for special events (please refer to agreement).
- Make sure you bring your own extension chords if needed. The Center does not provide them.
- Tarp the floors underneath any prep areas for food or drinks.
- Do NOT blow the pilot lights out in the stove.