



## STAFF REPORT

### TOWN COUNCIL MEETING OF MARCH 12, 2013

To: Town Council  
From: Town Manager  
Subject: Thursday Night Family Fest Agreement  
Date: February 21, 2013

**RECOMMENDED ACTION:**

Approve the attached Agreement subject to final form approval by the Town Attorney.

**DISCUSSION:**

Marie Blomgren and Tim Plummer would like approval for a third year to hold special events at the Depot parking lot on Thursday nights from June 6<sup>th</sup> through August 1<sup>st</sup> 2013. The street fair market will include crafters, classic car cruise – ins and weekly entertainment. Amenities will include a Farmers Market, arts and crafts vendors, beer and wine garden and food. Entertainment will include live music and dance troupes and a kid's fun zone. Hours of the Family Fest will be from 5:30 pm to 9:30 pm.

**CEQA:**

California Environmental Quality Act compliance has been satisfied through section 15323 of the California Government Code that provides an exemption for normal operations of existing facilities for public gatherings for which the facilities were designed when there is a history of the facility's use for the same or similar purposes.

**FINANCIAL IMPLICATIONS:**

Revenue generated to the Town is estimated at \$ 1,215.00 for the 9 week event.

**AGREEMENT FOR USE OF TOWN PROPERTY  
FOR  
WEEKLY DOWNTOWN STREET FAIR FROM MAY THROUGH AUGUST 2011**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between BLOMGREN PLUMMER PRODUCTION CO. [SPONSOR], and the TOWN OF LOOMIS, a California municipal corporation [TOWN].

**RECITALS**

- A. SPONSOR wishes to organize, conduct, supervise and maintain a weekly Family Fest fair in the Town of Loomis, at the Loomis Depot site and downtown park, from June 6 through August 1, 2013 at no cost to the Town;
- B. TOWN owns the Loomis Depot site and downtown park and encourages uses that will bring people to the business areas of the TOWN for recreation and shopping;
- C. California Environmental Quality Act compliance has been satisfied through section 15323 of the California Government Code that provides an exemption for normal operations of existing facilities for public gatherings for which the facilities were designed when there is a history of the facility's use for the same or similar purposes.
- D. TOWN and SPONSOR wish to enter into this Agreement, in order to establish the terms and conditions under which the TOWN will allow the SPONSOR to conduct the Loomis Family Fest;

**AGREEMENTS**

- 1. TOWN AND SPONSOR APPROVAL: This Agreement is contingent upon any and all necessary approvals by the Town of Loomis and the BUSINESS.
- 2. DOWNTOWN STREET FAIR: BUSINESS will conduct, supervise, advertize and maintain a Thursday night street fair at the Loomis Depot and surrounding grounds as detailed on EXHIBIT A, one day per week starting June 6, 2013 through August 1, 2013.

3. HOURS OF OPERATION: The street fair will operate on Thursdays only during the following times and months:

HOURS	MONTHS
5:30pm to 9:30pm	June, July and August

BUSINESS is allowed one hour of set up time, 4:30pm to 5:30pm before and one hour take down time 9:30pm to 10:30pm after the street fair.

4. EQUIPMENT: BUSINESS will provide all equipment it needs to conduct, supervise, advertize and maintain a street fair beyond that provided by the TOWN. TOWN will provide barricades for use in regulating traffic, water, and electricity that does not require separate generating equipment.

5. SPECIFIC REQUIREMENTS: BUSINESS will

- A. arrange with Placer County Bus to accommodate transit operations and schedules
- B. coordinate with Recology for disposal, trash bins etc.
- C. arrange with Placer County Sheriff for security and traffic control
- D. arrange with Loomis Fire Protection District to address fire issues
- E. obtain alcohol permits from ABC if alcohol is to be sold or consumed on site and comply with Town codes regulating alcoholic beverages
- F. take immediate action to abate nuisances caused by the event such as trash blowing around off site, noise, traffic issues along Taylor in the vicinity of the event (between Webb St and Walnut St);
- G. load and unload materials and equipment only on site in the area of the fair and not tie up Taylor Rd or other streets to do such loading and unloading.

A letter from each entity must be filed with the TOWN prior to starting the street fair.

6. STREET CLOSURE: BUSINESS shall only close Horseshoe Bar Rd at Taylor Rd, on the Depot side, during the hours of the Street Fair starting when setup begins and concluding when take down is complete. In no event are Taylor Road or Webb streets to be blocked.

7. SIGNS: All signs and banners shall conform to TOWN regulations as contained in the Zoning Code and administered by the TOWN Planning Department.

8. NOISE: Noise shall conform to TOWN regulations contained in the Zoning Code and administered by the TOWN Planning Department.

9. MAINTENANCE: BUSINESS shall maintain the TOWN owned grounds during the street fair and insure that the area is restored to its prior condition, including emptying trash cans, as part of the take down clean up after each street fair event.

10. FEES: BUSINESS agrees to pay TOWN the following fees within five (5) days of the conclusion of each month that events are held:

A. Depot grounds use: \$ 50.00 per event

B. Electricity use: \$ 50.00 per event

C. Restroom Use/Cleaning: \$35.00 per event

D. Other: expenses that may be incurred above and beyond the expenses noted in A, B, and C. Any such expenses will be discussed by the parties before being incurred or within two days of being incurred if an emergency. For instance, if there is an electrical failure that requires the TOWN to bring in an electrician then the electrician's time and material will be paid by the BUSINESS in addition to the fees noted above.

E. If an event is not held, due to inclement weather or other reason, then there shall be no charge for that event.

11. INSURANCE: BUSINESS agrees to maintain the following insurances during the term of this agreement and name TOWN as additional insured:

A. Bodily injury and property damage liability insurance with a combined single limit for bodily injury, death and property damage of not less than Two Million and 00/100ths Dollars (\$2,000,000)

B. General Liability. \$2,000,000 per occurrence for bodily and property damage. If Commercial General Liability Insurance or another form with a general aggregate limit is

used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required per occurrence limit.

- C. Automobile Liability. \$300,000 per accident / \$100,000 each person for bodily injury; and \$100,000 for property damage. This is for vehicles utilized by the BUSINESS.
- D. Worker's Compensation Insurance. In amounts required by law for employees of the BUSINESS.
- E. Fire and extended coverage insurance, including vandalism and malicious mischief coverage, in an amount equal to the full replacement value of all of TOWN'S fixtures, furniture and improvements.

**12. INDEMNITY:** BUSINESS shall indemnify and hold TOWN harmless from and defend TOWN against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on or about the Premises when such injury, death or damage is caused in part or in whole by the act, neglect, fault or omission of any duty with respect to the same by BUSINESS, its agents, contractors or employees. BUSINESS shall further indemnify and hold TOWN harmless from and against any and all claims arising from any breach or default in the performance of any obligation on BUSINESS's part to be performed under the terms of this Agreement, or arising from any act or negligence of BUSINESS, or any of its agents, contractors, employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against TOWN by reason of any such claim, BUSINESS, upon notice from TOWN, shall defend the same at BUSINESS's expense provided however, that BUSINESS shall not be liable for damage or injury occasioned by the negligence or intentional acts of TOWN and its designated agents or employees. BUSINESS shall be required to provide notice to the TOWN within thirty (30) days of the occurrence of any such claim.

**13. INDEPENDENT CONTRACTOR:** BUSINESS is an independent contractor and its employees shall not be employees of or have any contractual relationship with the TOWN.

**14. TERM:** The term of this Agreement shall be for four months commencing on the 6th day of June, 2013 and ending after the 1<sup>st</sup> day of August, 2013.

15. **NOTICES:** All notices to either party that may be required or authorized by this Agreement shall be in writing and may be personally delivered to the clerk of the chief executive officer of the party or may be deposited in the United States Mail, postage prepaid, addressed to the party's main office. The notice shall be effective upon the date of personal delivery or date of mailing.
  
16. **BINDING ON SUCCESSORS:** This Agreement shall inure to the benefit of and bind the parties hereto, and their successors or assigns, including any and all public agencies to whom the real property and facilities herein referred to may be transferred by reason of incorporation, annexation, unification, consolidation or for any other reason.
  
17. **TERMINATION:** This agreement may be terminated by the TOWN on 30 days notice without cause.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the parties hereto on the date first written above.

TOWN OF LOOMIS:

BLOMGREN PLUMMER  
PRODUCTIONS CO.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: Walt Scherer, Mayor

TITLE: Marie Blomgren

BY: \_\_\_\_\_

TITLE: Timothy N. Plummer

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

Town Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

Town Attorney

Business Attorney