



STAFF REPORT

TOWN COUNCIL MEETING OF MARCH 13, 2012

CONSENT ITEM

To: Town Council

From: Town Manager

Subject: Thursday Night Family Fest Agreement

Date: March 1, 2012

RECOMMENDED ACTION:

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

DISCUSSION:

Marie Blomgren and Tim Plummer would like to coordinate for a second year to hold special events at the Depot parking lot on Thursday nights from May 3rd through August 9th 2012. 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.

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 \$2,775 for the 15 week event.

**AGREEMENT FOR USE OF TOWN
PROPERTY FOR FAMILY-ORIENTED FAIR**

This Agreement is made and entered into this ____ day of _____ 2012, 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, sponsor, supervise and maintain a weekly family-oriented fair in TOWN [the Loomis Family Fest] in the vicinity of the Loomis Depot, from May through August 2011 at no cost to the TOWN;
- B. TOWN owns the Loomis Depot site and encourages uses there which will bring people to the business areas of the TOWN for recreation and shopping;
- C. The Loomis Basin Chamber of Commerce has endorsed the plan for the Loomis Family Fest as developed by the SPONSOR;
- D. The downtown businesses have endorsed the plan; and
- E. 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

NOW, THEREFORE, in consideration of the following covenants, the parties agree as follows:

Section 1. **EVENT AUTHORIZATION**

The TOWN hereby authorizes the SPONSOR to conduct, sponsor, coordinate, advertise and maintain the Loomis Family Fest (which is defined and described in Section 2.C.) subject to all of the terms and conditions provided herein. None of the provisions of this Agreement are intended to relieve SPONSOR from its duty to assure that all aspects of the Loomis Family Fest are compliant with all applicable rules, requirements and regulations (laws governing the sale of food and alcohol, for example) except that this Agreement shall take the place of a special event and an encroachment permit. If there are any questions about the nature or extent of the TOWN'S grant of

authorization under this Agreement, or concerning the terms and conditions contained herein, the TOWN'S good faith determinations shall be final.

Section 2. TERMS AND CONDITIONS

A. Oversight

The SPONSOR shall conduct, sponsor, coordinate, advertise and maintain the Loomis Family Fest and all aspects thereof; assure full compliance with the requirements contained herein; assure full compliance with all other applicable rules, requirements and regulations; assure that the Loomis Family Fest constitutes the event described in Section 2.B., below; and assure there will be no costs to the TOWN. The TOWN is not a sponsor, co-sponsor or participant in this event.

B. Description of Event

The Loomis Family Fest shall be a Thursday evening family-oriented street fair which shall include crafters, classic cars and live entertainment. It shall also include amenities such as a farmer's market, arts and crafts vendors, a beer and wine garden and food for sale, with up to 170 booths or individual vendor areas. There will be a stage area with live music and/or dance troupes. A kid's fun zone with bounce houses and slides will be available as well. This event will be family-oriented in its focus, and shall not include adult entertainment, tattoo parlors, marijuana paraphernalia or other products, activities or entertainment which are typically considered inappropriate for younger children. The location of the band and dance stage, location of the area where food and drinks are provided and the location of the booths or vendor areas, shall be as shown on the exhibit to the SPONSOR'S special event/rental application, a copy of which is available at Loomis Town Hall [referred to in the Recitals, above, as "the plan"].

C. Time and Place

The Loomis Family Fest shall occur every Thursday evening in May, 2012 through August, 2012, at the following times: 5 p.m. – 8:30 p.m. except that during June and July closing May be extended until 9:00 p.m. The Family Fest shall be confined to the immediate vicinity around the Loomis Depot as more particularly delineated by Town staff. Set-up and clean-up shall occur each Thursday during the hour before and the hour after each event, respectively.

D. Fire Suppression

The SPONSOR shall prepare a plan showing the following, and obtain advanced review and approval of that plan by the Loomis Fire District: how first aid and emergency medical services will be provided; emergency ingress and egress; cooking facilities; the location of power sources; the location and

availability of onsite fire suppression equipment; the occupancy and spacing of tables and enclosures; and the use of tents, air-supported structures, canopies and fabric shelters, if any. In addition, the Fire District may impose conditions of operation addressing potential fire concerns. This plan shall be subject to final approval by the Town Manager.

E. Street Closure

The SPONSOR shall prepare a plan showing the proposed times and places of all street closures which will be required to accommodate the event, and shall obtain advanced approval of the plan by the Town Engineer. SPONSOR shall also coordinate with Placer County Transit to avoid interference with bus operations and schedules. This plan shall be subject to final approval by the Town Manager.

F. Crowd Control

SPONSOR is required to provide a safe and secure environment including adequate security measures and personnel. SPONSOR shall meet and confer with the Placer County Sheriff's Department to determine the type and number of security measures that will be required for this event (taking into account onsite needs and traffic control) and who (e.g. the Sheriff's Department, volunteers of the sheriff's Department, private security company, etc.) SPONSOR shall hire to provide security for the event, subject to the final approval by the Town Manager.

G. Garbage

The SPONSOR shall be responsible for assuring that the event site is: (i) clean during each Thursday night event; (ii) cleaned up to the Town's reasonable satisfaction within one hour after each Thursday night event; and (iii) that after all of the Thursday night events are over that the event site is returned to the state it was in or better before the first Thursday night event occurred, within twenty-four hours after the last event. SPONSOR shall coordinate with Recology Auburn Placer to determine the type and number of garbage disposal areas needed on site, and the best way in which to assure that its garbage responsibilities are carried out, subject to final approval by the Town Manager.

H. Parking

The SPONSOR shall meet and confer with Town staff to determine how best to coordinate parking for the Loomis Family Fest, subject to final approval of the parking arrangements by the Town Manager.

I. Implementation of Plans

Once the SPONSOR has secured final approval for all of the plans required hereunder, SPONSOR shall implement these plans to the reasonable satisfaction of, but at no cost to, the TOWN.

J. Unloading and Loading

SPONSOR shall unload and load equipment and materials in a manner which will not interfere with traffic on Taylor Road or elsewhere.

K. Equipment

SPONSOR shall provide all equipment and materials it requires beyond that provided by the TOWN. TOWN will provide barricades for use in regulating traffic and electricity that does not require separate generating equipment.

L. Nuisances

The parties acknowledge and agree that there are a number of potential problems that may arise in connection with the Loomis Family Fest. SPONSOR is responsible for assuring that all aspects of the event are compliant with all applicable rules, requirements and regulations (signs to comply with sign ordinance, and noise levels to comply with noise ordinance, for example). Even with full compliance there may be problems that need addressing in a timely fashion. Accordingly, SPONSOR shall designate one individual who will be available at all pertinent times on its behalf to field questions and concerns, and authorized to immediately solve problems that may arise, and SPONSOR shall provide that person's name and telephone number to TOWN staff. In the event that person is not available to address a particular concern, the TOWN may, within reason, correct the problem itself and recoup its cost from the SPONSOR.

M. Disputes

The parties agree that in the event a dispute arises, the parties shall in good faith meet and confer in order to resolve their differences and to arrive at a mutually agreeable course of action. Given that this event has the potential for becoming an annual affair if it proves beneficial to both parties; the parties agree to make every good-faith effort to resolve any issues that arise, in a mutually satisfactory manner. However, in the event such efforts do not succeed, the TOWN has the right to make a final decision concerning how a problem will be addressed, to decide whether to immediately shut down the Loomis Family Fest and to terminate this Agreement at any time, in its sole discretion.

N. Fees

SPONSOR shall pay TOWN the following fees within five days after the conclusion of each month that events are held:

1. Depot grounds use: \$50.00 per Thursday night event.
2. Electricity use: \$50.00 per Thursday night event.
3. Barricade use: \$50.00 per Thursday night event.
4. Bathroom use: \$35.00 per Thursday night event.
5. Other expenses necessarily incurred by the TOWN in order to address problems associated with the Loomis Family Fest.

O. Indemnity

SPONSOR shall indemnify and hold TOWN, its officials, officers, agents, contractors or employees harmless from, and defend TOWN against, any and all claims of liability for injury, death, or damage to any person or property, arising out of the Loomis Family Fest.

P. Insurance

SPONSOR shall maintain the following insurance during the term of this Agreement and name TOWN as an additional insured:

1. Bodily injury and property damage liability insurance with a combined single limit for bodily injury, death and property damage of not less than \$2,000,000.
2. General liability insurance with a limit of \$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 or the general aggregate shall be twice the required per occurrence limit.
3. Automobile Liability with the following limits: \$300,000 per accident/\$100,000 each person for bodily injury; and \$100,000 for property damage.
4. Worker's Compensation Insurance in amounts required by law.
5. Fire and extended coverage insurance, including vandalism and malicious mischief coverage, in an amount equal to the full replacement value of all of the TOWN'S fixtures, furniture and improvements on premises used in connection with the Loomis Family Fest.

Section 3. TERM

The term of this Agreement shall be four months commencing on the 5th day of May 2012, and ending on the 9th day of August, 2012.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above in Placer County.

TOWN OF LOOMIS:

BLOMGREN PLUMMER
PRODUCTIONS CO.

BY: _____
TITLE: Sandra Calvert, Mayor

BY: _____
TITLE: Marie Blomgren

BY: _____
TITLE: Timothy N. Plummer

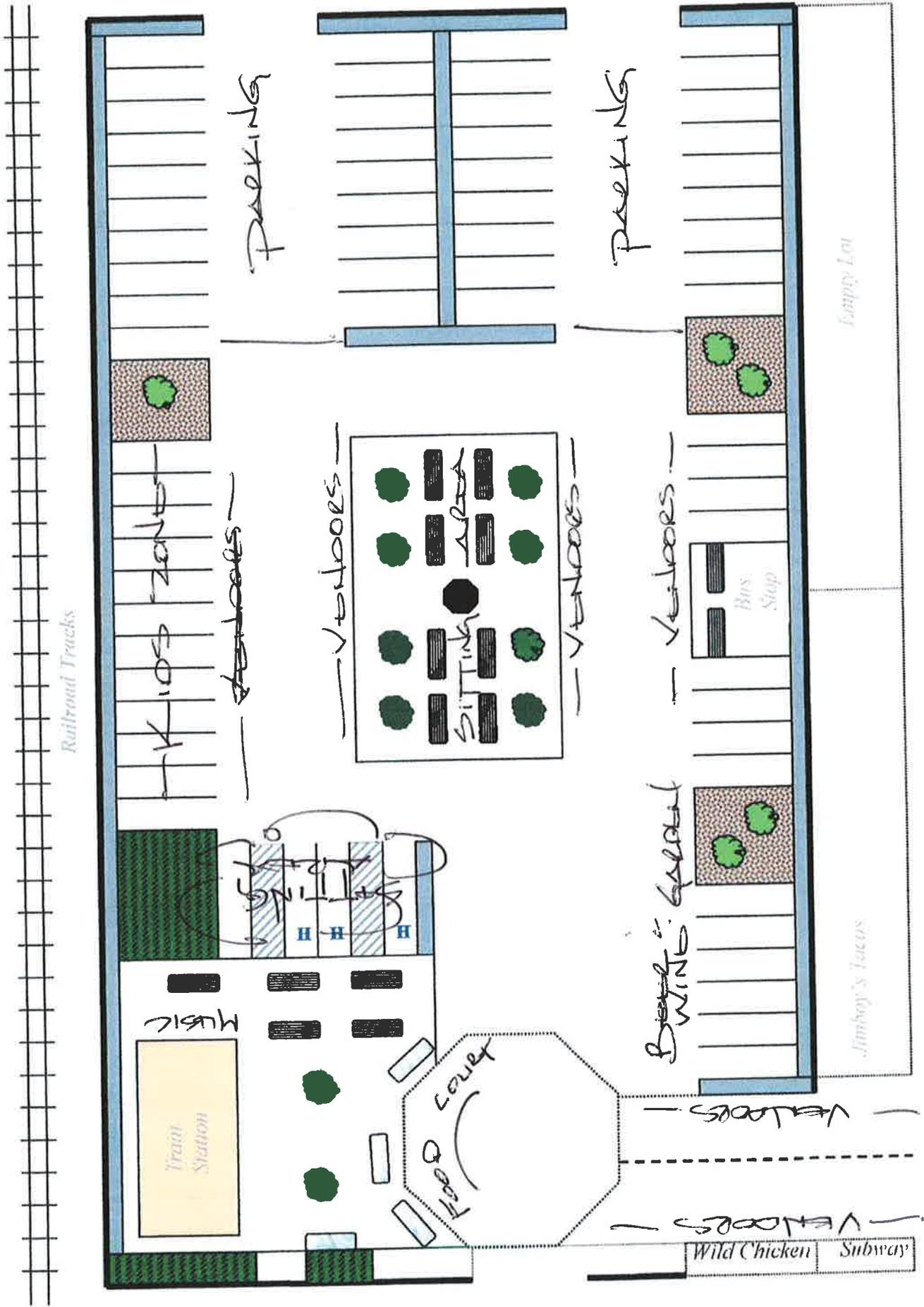
ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

DEPOT PARKING LOT MAP - LOOMIS, CA



Taylor Rd



TOWN OF LOOMIS

5775 Horseshoe Bar Road
Loomis, CA 95650
916-652-1840

LOOMIS DEPOT SPECIAL EVENT/RENTAL APPLICATION

BLONGREN PLUMMER PRODUCTIONS

Please Print

Applicant's Name MARIE BLONGREN Date 11-7-11

Name of Event LOOMIS FAMILY FEST Date of Event MAY 3 - AUG 8 2012 EVERY THURS. N.T

Parking Lot Use for the Event Yes No

Please Attach a diagram of set up in lot.

Room(s) requested N/A

Chairs requested N/A

Time(s) of event requested 12pm - 11pm

Name of Person(s) Responsible MARIE BLONGREN, TIM PLUMMER
(Only those listed on application can make changes to rental application)

Address PO. 1565

City LOOMIS State CA Zip 95650

Day/Business Phone 916-835-0989 Fax _____

Home Phone _____ Cell Phones _____

Email address MOONBACK@MSN.COM

Type of group or function (circle one) Resident Non-Profit Non-resident Commercial

Non-profit ID number _____

Number attending event (Maximum 90 for use of Depot) 1000

Description and list of the activities you will be having at the Depot:
FUN, FAMILY ACTIVITIES, KID ZONE, JUMP HOUSES, pony RIDES, COMMERCIAL VENDORS, LIVE MUSIC, CAR SHOW, BEER, WINE GARDEN

If a Wedding, name of the Bride & Groom _____

Public Works cones/barricades requested: _____

RECEIVED

NOV 07 2011

TOWN OF LOOMIS

Signature of Renter(s) Required below:

The consequence of not following the Town of Loomis's rental policies may result in loss of your deposit and/or your event being cancelled completely or early.

- My signature below signifies that I have read and understand the rental policies/rules outlined on pages 3 through 6.
- I agree to abide by all of the conditions of this application and any permit(s) issued based upon this application.
- I also agree to pay the Town of Loomis all costs the Town may incur as a result of any failure to fully comply with all these conditions.
- I understand that the Town of Loomis reserves the right to photograph facilities, activities and participants for its own use.
- I agree to defend, indemnify and hold harmless the Town of Loomis, its officers, agents and employees from any liability resulting from my intentional or negligent acts while renting the Loomis Depot.
- I declare that the information contained in this rental application is true and correct to the best of my knowledge. I further acknowledge that the security deposit may be forfeited and/or my event may be cancelled if this application contains any intentional misrepresentations.
- I will notify Wil Garner, Placer County Department of Public Works, at 530-745-7582 of any road closure or use of the Depot parking lot so they can re-route the County shuttle.

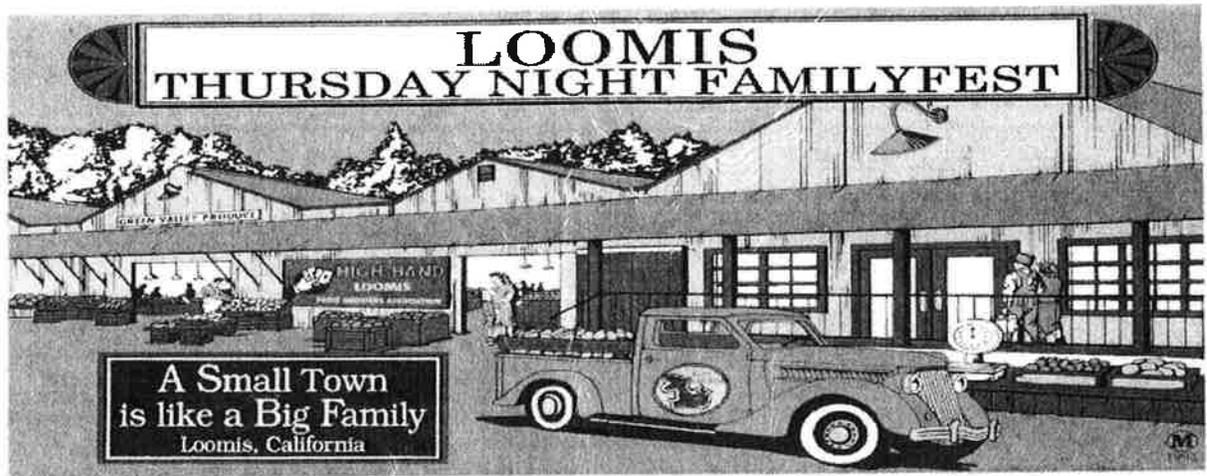
Print Name MARIE BLONGREN

Signature Marie Blongren Date 11-5-11

NOTE: If using the Depot for anything, the key must be picked up at Town Hall by applicant before the event. If the event is on Saturday or Sunday the key must be picked up at Town Hall by applicant the Friday before the event. Please initial you have read this: MB

TOWN OF LOOMIS

Loomis Depot
5775 Horseshoe Bar Road
Loomis, CA 95650
Phone – (916) 652-1840
Fax – (916) 774-5959
www.loomis.ca.gov



THE LOOMIS THURSDAY NIGHT FAMILY FEST will begin the first Thursday of May and continue through the second Thursday of August . This weekly event will be located in the parking lot of the Loomis Train Depot and the future parking and park area. The street fair market environment will include crafters, classic car cruise- ins and weekly entertainment.

Amenities to be included are a farmer's market, arts and crafts vendors, beer and wine garden and food. Weekly entertainment will include a stage area with live music and dance troupes, a classic car cruise- in and a kid's fun zone. The kid's fun zone will have bounce houses and slides for endless entertainment.

LOOMIS THURSDAY NIGHT FAMILY FEST is a venue to take advantage of our charming community and our wonderful summer nights. There will be entertainment and activities for all ages.

We would like to use all parking lot facilities including bathrooms in depot.

Downtown Loomis Welcomes LOOMIS THURSDAY NIGHT FAMILYFEST

Loomis, CA – February 24, 2011 - This quaint town is introducing a new, weekly event, sure to benefit residents and local merchants. The Loomis Thursday Night Familyfest is the culmination of efforts by co-organizers, Marie Blomgren and Tim Plummer. These Del Oro High School graduates have each lived in the community for over 40 years. Their children have attended Loomis District Schools and are also graduates of Del Oro High School. So this event means a great deal to both of them. They feel that this business venture will benefit and give back to the community at the same time.

According to Tim he got his start in event planning and coordinating after graduating from Fresno State with a degree in Recreation and Park Administration. He spent 20 years in the convention and exhibit center business at Sacramento, Portland and Los Angeles before returning to Loomis area. As a Chico State graduate, Marie says her experience is a little different with 15 years in the travel industry she is more a party and event planner. Having put on weddings, parties and school events, this is a fun new venture for both.

They added, that this is certainly not a new idea, it is just a take-off of other community weekly fairs. It is new to our community and sure to bring excitement for our warm summer nights.

The Loomis Thursday Night Familyfest will begin the first Thursday of May and continue through the last Thursday of August from 5pm – 9pm . This weekly event will be located in the historic Loomis Train Depot Plaza where the annual Loomis Eggplant Festival is held. The street fair market environment will include over 100 craft/business vendors, classic car cruise- ins and weekly entertainment. Also included will be a local farmer's market, kid's fun zone, food court and a beer and wine garden. A variety of live music and dance groups will also be included in the 17 week schedule.

2012 LOOMIS THURSDAY NIGHT FAMILYFEST
GENERAL VENDOR APPLICATION
916.835.0989 WWW.LOOMISFAMILYFEST.COM MOONNBACK@MSN.COM

MAIL :
Blomgren Plummer Productions P.O.B. 1565, Loomis, CA 95650

Vendor/Entertainment _____ Company _____

Address _____ City _____ Zip _____

Phone _____ Mobile Phone _____

Website _____ Email _____

California Seller Permit # _____ Non-Profit # _____

Description of Booth or Entertainment _____

Select Appropriate Dates of Attendance (* **Discount Given When All Dates Selected**)

May 3, 2012 _____ May 10, 2012 _____ May 17, 2012 _____ May 24, 2012 _____
May 31, 2012 _____ June 7, 2012 _____ June 14, 2012 _____ June 21, 2012 _____
June 28, 2012 _____ July 5, 2012 _____ July 12, 2012 _____ July 19, 2012 _____
July 26, 2012 _____ Aug 2, 2012 _____ Aug 9, 2012 _____

MINIMUM OF 5 WEEKS COMMITMENT / FOOD CONCESSIONS MUST COMMIT TO FULL 15 WEEKS

BOOTH SIZE 10' X 10'

Handmade Arts & Crafts	\$35.00/wk	(*discounted price \$30.00/wk)	_____
Home base Business	\$40.00/wk	(*discounted price \$35.00/wk)	_____
Commercial	\$65.00/wk	(*discounted price \$55.00/wk)	_____
Non-Profit	\$30.00/wk	(*discounted price \$25.00/wk)	_____
Food /Beverage	\$60.00/wk	(*discounted price \$50.00/wk)	_____

BOOTH SIZE 10' X 20'

Home Based Business	\$60.00/wk	(*discounted price \$50.00/wk)	_____
Commercial	\$80.00/wk	(*discounted price \$70.00/wk)	_____
Food/Beverage	\$80.00/wk	(*discounted price \$70.00/wk)	_____

ELECTRICITY (limited booths)

Payment Information : Type of Card: Mastercard _____ Visa _____ Discover _____ Check # _____
Card # _____ Expiration Date _____

Phone # _____ Mailing Address _____

Print Vendor's Name _____ Vendor's Signature _____

NO REFUNDS GIVEN
EVENTS ARE SCHEDULED RAIN OR SHINE

GENERAL VENDOR BOOTH GUIDELINES, APPLICATION AND CONTRACT
LOOMIS THURSDAY NIGHT FAMILYFEST 5801 Horseshoe Bar Road Loomis Depot Plaza

MAKE CHECKS OUT TO:

BLOMGREN PLUMMER PRODUCTIONS, Inc P.O. Box 1565 Loomis, CA 95650
916.835.0989 BUS. Email: moonback@msn.com WWW.LOOMISFAMILYFEST.COM

ELEGIBILITY: Vendor booth will be approved by Blomgren Plummer Productions("BPP"). Booths will be selected according to quality, uniqueness, suitability. Applications must include brief description and photo of inventory.

RULES: All vendors must provide set-up, staff their exhibit during the duration of event, and clean up. All exhibits are to be set up prior to the opening of the show and may not be removed prior to the closing. Set up hours are from 4:30 pm – 5:30pm and all vehicles removed from inside event perimeters by 5:30pm. Tear down will be from end of show for 1 hour. The vendor is responsible to "BPP" for any damage to the grounds for which the town may hold "BPP" responsible. Nothing may be taped, pinned on or in any way attached to walls.

PERMITS: The County of Placer requires that you collect and account for sales tax on each sale. Vendors who do not already hold a valid Resale Permit in the State of California must obtain a temporary permit from the State Board of Equalization. You must have your resale certificate in your booth and stated on your application. If you have any questions, please call the State Board of Equalization (916) 227-6709.

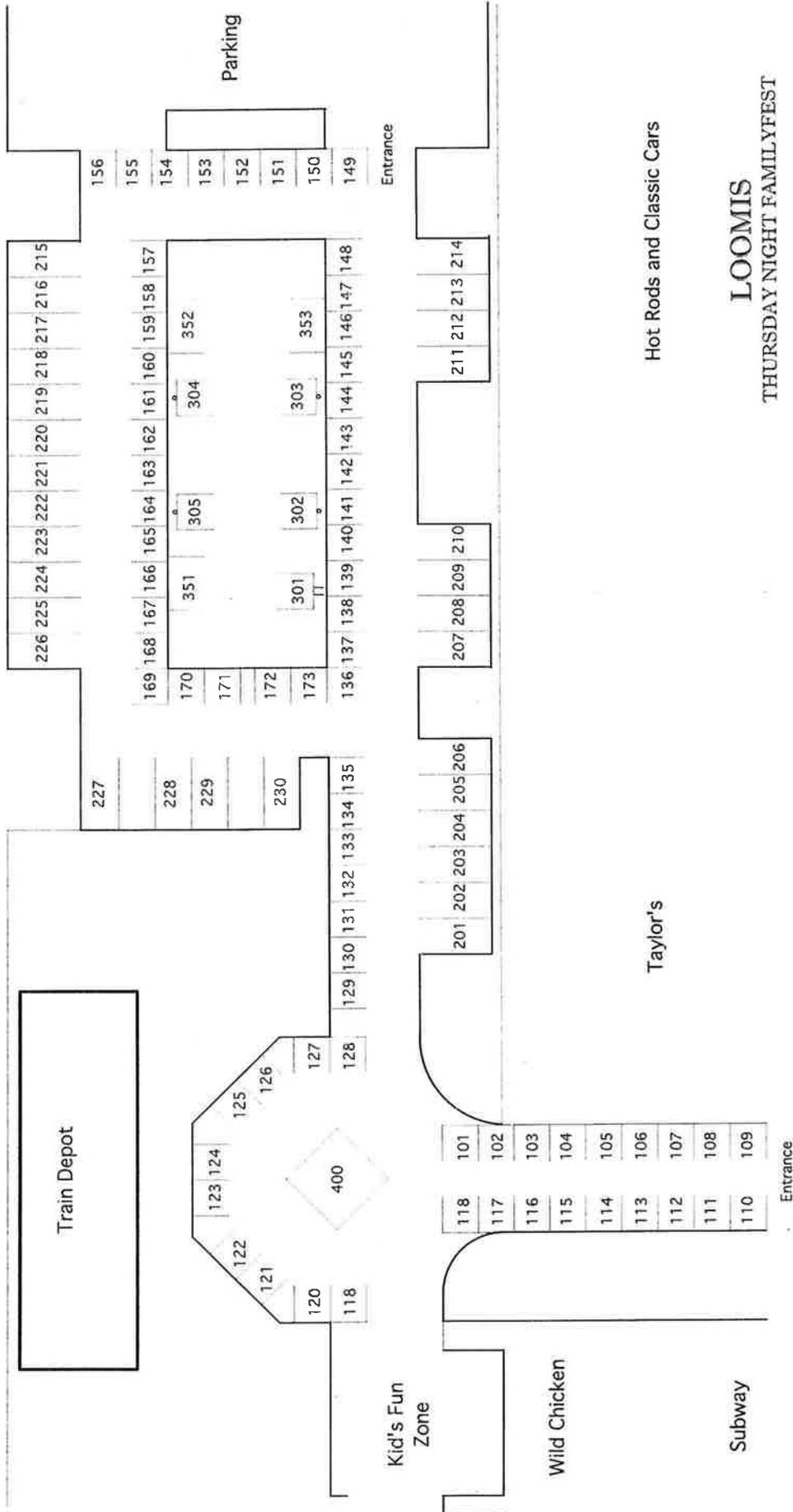
Food or Beverage Booths, Food or Beverage Sampling or Give-Away requires a Health Permit.

PARTICIPANT'S WAIVER, RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT- This form is a contract with legal consequences. Read carefully before signing. If waive is not signed, participant will not be registered and form will be returned. In consideration of the acceptance of this registration form for the program listed, the participant(s) named on the program registration form or his/her legal guardian, freely agrees to and makes the following contractual representations and agreements:

- The participant named, or his/her legal guardian, has read the rules and eligibility standards and understands the nature and content of the activities involved and any potential dangers incidental to engaging in the activities.
- The participant named, or his/her legal guardian, hereby voluntarily releases discharges, waives and relinquishes any and all actions or causes of action for personal injury (including death) or property damage occurring to himself/herself arising as a result of participating in or receiving instructions in the said program or any incidental activities.
- The participant named, or his/her legal guardian, agrees that under no circumstances will he/she or his/her/heirs, executors, administrators, present any claim for personal injury (including wrongful death) or property damage against Blomgren Plummer Productions, Inc, or any of its officers, employees, or volunteers for any said or similar causes of action, including those which arise by the negligence of Blomgren Plummer Production, Inc. or any said persons, whether passive or active. IT IS THE INTENTION OF THIS INSTRUMENT TO EXEMPT AND RELIEVE BLOMGREN PLUMMER PRODUCTIONS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.
- The participant named, or his/her legal guardian, further agrees to defend, indemnify and hold harmless Blomgren Plummer Productions, Inc., its officers, employees and volunteers, from any claims, demands, costs, expenses or liability arising out of his/her participation in said program and activities.
- The participant named, or his/her legal guardian, acknowledges that he/she has been fully and completely advised of the potential dangers incidental to engaging in the activities, and fully and voluntarily assumes the risks of engaging in the program and activities.
- The participant named, or his/her legal guardian, has read this form carefully and is fully aware of the legal consequences of signing it.

Print Vendors Name

Vendor's Signature



LOOMIS
THURSDAY NIGHT FAMILYFEST

WWW.LoomisFamilyfest.com
 moonback@msn.com

Taylor Road