

TO: TOWN COUNCIL  
FROM: TOWN MANAGER   
RE: CONSENT ITEM  
LOOMIS THURSDAY NIGHT FAMILYFEST AGREEMENT

**ISSUE**

Marie Blomgren and Tim Plummer would like to coordinate a special event at the Depot parking lot on Thursdays from May through August 2011 in order to bring more people into the downtown shopping area.

**RECOMMENDATION**

Authorize Staff to conclude an agreement along the lines noted in this report subject to Town Attorney approval.

**CEQA**

There is a CEQA exemption per section 15323 of the California Government Code for public gatherings at government facilities.

**MONEY**

The Town would receive some rental and use money as noted in the agreement. If all 17 events are held the Town would receive a minimum of \$2,550. It is unknown if this will cover all Town costs but the agreement provides that if additional costs are incurred then those costs too will be paid.

**DISCUSSION**

Tim Plummer approached the Town with an idea to coordinate a weekly street fair at the Loomis Depot parking lot during the months of May through August 2011. Mr. Plummer has operated such fairs in other towns most recently in Folsom. The purpose of the fair from the Town's standpoint would be to attract people to shop and enjoy the downtown and be another festivity that adds to community spirit like Egg Plant, Earth Day etc.

Normally a special event use is handled by Staff on the attached event form noted as Exhibit A. Since this event was more involved, and would run over four months, Staff thought it necessary to have a more formal agreement reviewed and approved by the Town Council.

**DRAFT 11/24/10**  
**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 \_\_\_\_\_, 2010, by and between BLOMGREN PLUMMER PRODUCTION CO., a \_\_\_\_\_ organized and operating pursuant to the California \_\_\_\_\_ (hereinafter referred to as "BUSINESS") and the TOWN OF LOOMIS, a California municipal corporation (hereinafter referred to as "TOWN").

**RECITALS**

- A. BUSINESS wishes to organize, conduct, supervise and maintain a weekly street fair in the Town of Loomis, at the Loomis Depot site and downtown park, from May through August 2010 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. The Loomis Basin Chamber of Commerce has endorsed the plan for a downtown street fair as developed by the BUSINESS;
- D. The downtown businesses have endorsed the plan for a downtown street fair as developed by the BUSINESS.
- E. 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.

**AGREEMENTS**

1. **TOWN AND BUSINESS 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 street fair at the Loomis Depot and surrounding grounds as detailed on EXHIBIT A, one day per week on Thursdays starting May 5, 2011 through August 25, 2011.

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

| HOURS            | MONTHS        |
|------------------|---------------|
| 5:00pm to 8:30pm | May           |
| 5:00pm to 9:00pm | June and July |
| 5:00pm to 8:30pm | August        |

BUSINESS is allowed one hour of set up time, 4:00pm to 5:00pm before and one hour take down time 9:00pm to 10:00pm 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. provide sufficient portable toilets for use by the number of patrons expected to attend the street fair and pursuant to Health Department standards
- F. obtain alcohol permits from ABC if alcohol is to be sold or consumed on site and comply with Town codes regulating alcoholic beverages

- G. 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);
- H. 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. Barricade use: \$ 50.00 per event
- D. Other: expenses that may be incurred above and beyond the expenses noted in A, B, and C. 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: Consultant 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 5<sup>th</sup> day of May 2011, and ending on the 25<sup>th</sup> day of August, 2011.
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: Rhonda Morillas, 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

# EXHIBIT A

RECEIVED

OCT 22 2010



## TOWN OF LOOMIS

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

TOWN OF LOOMIS

### LOOMIS DEPOT SPECIAL EVENT/RENTAL APPLICATION

Please Print

Applicant's Name Blomgren Plummer Productions Date 10/22/10

Name of Event: Loomis Thursday Night Familyfest

Parking Lot Use for the Event  Yes  No **Please Attach a diagram of set up in lot.**

Room(s) requested Restrooms

Chairs requested None

Rental date(s) requested May 5, 2011 - Aug 26, 2011 (17 Thursdays)

Rental time(s) requested 24 hrs

Business/Renter Name \_\_\_\_\_

Name of Person(s) Responsible Marie Blomgren and Timothy N. Plummer  
(Only those listed on application can make changes to rental application)

Address 6307 Morgan Pl.

City Loomis State CA Zip 95650

Day/Business Phone 916 532 7411 & 916 835 0989 Fax \_\_\_\_\_  
Tim Marie

Home Phone 916 652 5558 Cell Phones Same

Email address MOONNBACK@MSA.Com TNPlummer53@yahoo.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) 500 to 1,000 or more

Event description and list the activities you will be having at the Depot:  
Street Fair

If a Wedding, name of the Bride & Groom \_\_\_\_\_

How many Public Works cones/barricades requested & where: ?

Please answer Yes or No to the following questions as they pertain to your use of the Loomis Depot.

| My Rental of the Loomis Depot /Parking Lot.....                         | Yes          | No           |
|---|--------------|--------------|
| Will be open to the public  | ✓            |              |
| Will have an admission charge   | <del>✓</del> | ✓            |
| Will be a fundraising event   |              | ✓            |
| Will have alcohol   | ✓            |              |
| Will be selling alcohol   | ✓            |              |
| Will be selling food  | ✓            |              |
| Will be selling merchandise   | ✓            |              |
| Will have vendors   | ✓            |              |
| Will be using the food prep area  |              | ✓            |
| Will be serving food  | ✓            |              |
| Will be a catered event   |              |              |
| Name of Caterer: _____  |              | ✓            |
| Will be having entertainment (DJ, band, clown, etc.)                    |              |              |
| If yes, what type of entertainment: <u>Amateur Bands</u>                | ✓            |              |
| Will be an educational or sales seminar                                 |              | ✓            |
| Will have minors at event   | ✓            | <del>✓</del> |
| Will provide own insurance with the Town of Loomis additionally insured | ✓            |              |

**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.

Print Name Timothy N. Plummer MARIE RONGREN  
Signature Timothy N. Plummer Marie Rongren Date 10/22/10

**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: \_\_\_\_\_

**TOWN OF LOOMIS**

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



## PLACER COUNTY DEPARTMENT OF PUBLIC WORKS

Ken Grehm, Director  
Robert Blaser, Assistant Director  
Peter Kraatz, Deputy Director

To; Tim Plummer

RE; Thursday commuter bus detours in Loomis, for street fair.

Tim, we have the go ahead from our division chief, Will Garner, to make the necessary detour on Thursdays to accommodate the street fair. I have attached a map of the proposed detour so can print it out for the appropriate people. If you, or anyone, has any questions please feel free to contact me.

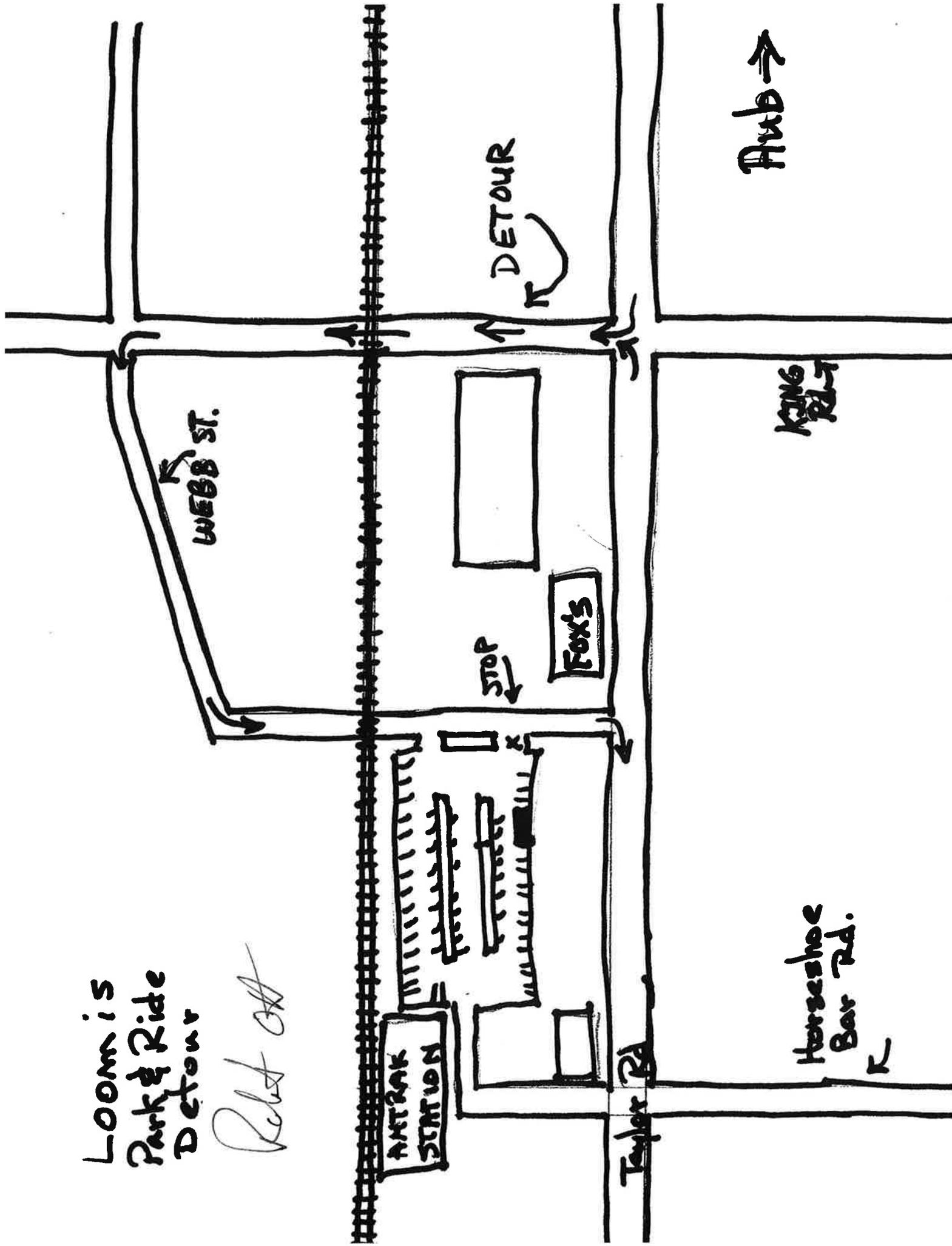
Robert Ott

A handwritten signature in cursive script, appearing to read "Robert Ott".

Transportation Supervisor  
Placer County Transit  
11432 F Ave.  
Auburn, Ca. 95603  
530-745-3520

LOOMIS  
Park & Ride  
Detour

Relat off



RECEIVED

OCT 25 2010

TOWN OF LOOMIS

LOOMIS

Thursday Night Familyfest

**DATES:** May through August (17 weeks)

**LOCATION:** Train Depot parking lot, Horseshoe Bar Rd. between Taylor Rd. and Train Depot and the new park area.

**SET UP TIME:** 4pm to 5pm May-August

**FAIR TIMES:** 5pm to 8:30 May

5pm to 9pm June-July

5pm to 8:30pm August

**CLEAN UP:** 1 hour after closing

**BOOTHS:** Up to 170 (10x10 & 10x20)

**SECURITY:** Show staff for crowd control (5 to 6)

## **Crickett Strock**

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**From:** Dave Wheeler [Wheeler@loomisfire.org]  
**Sent:** Monday, November 08, 2010 4:16 PM  
**To:** Crickett Strock; Victoria Skellenger; Brian Fragio  
**Subject:** RE: Thursday Night Family Event

To All,

The only issues that Loomis Fire will have is that access be maintained and appropriate fire extinguishers in the booths.

***David L. Wheeler***

**Fire Chief**

**Loomis Fire Protection Dist.**

5840 Horseshoe Bar Rd.

Loomis, CA 95650

916-652-6813 Office

916-652-8472 Fax

email: [wheeler@loomisfire.org](mailto:wheeler@loomisfire.org)

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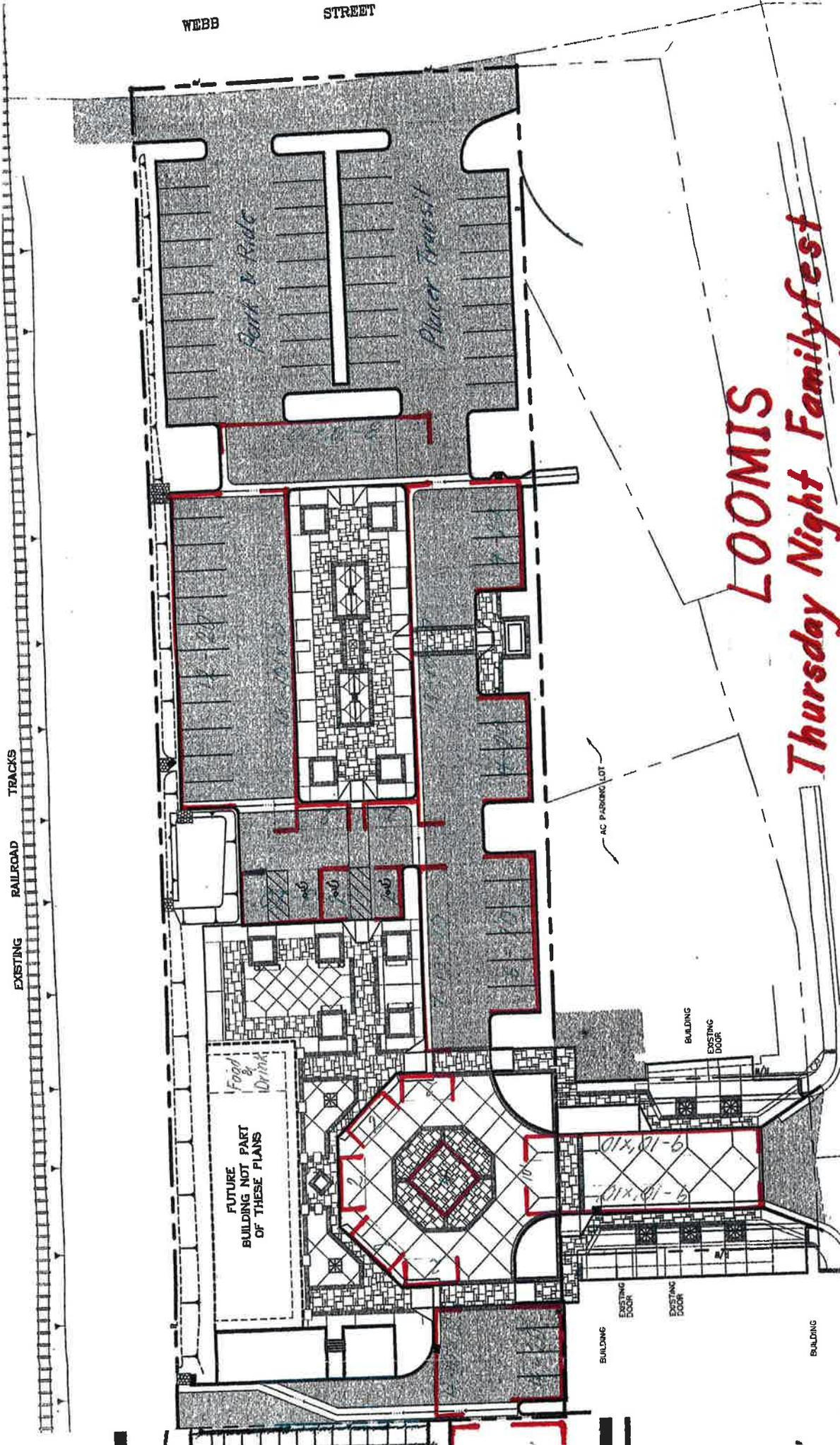
**From:** Crickett Strock [<mailto:cstrock@loomis.ca.gov>]  
**Sent:** Thursday, October 28, 2010 2:04 PM  
**To:** 'Victoria Skellenger'; 'Brian Fragio'; Dave Wheeler  
**Subject:** Thursday Night Family Event

Attached is an application, schedule and map for Thursday Night events starting from May through August 2011. Please let me know of any issues you may have. This is a first for us and we want to cover all of our bases.

Thanks!

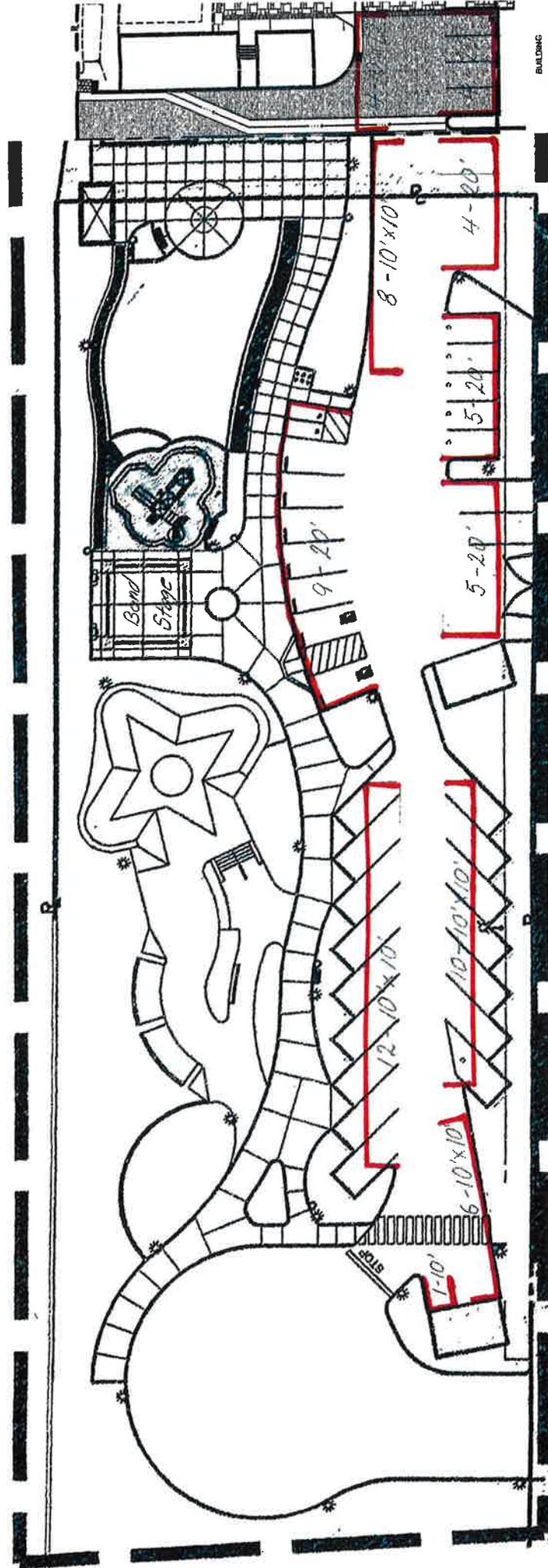
*Crickett*

WEBB STREET



**LOOMIS**  
**Thursday Night Familyfest**

C-1-1 1/4" = 1'-0"



BUILDING

EXIST DOOR

EXIST DOOR

BUILDING

SCALE: 1" = 40'
   
**PROJECT**

Walnut Street