

TO: TOWN COUNCIL
FROM: TOWN MANAGER 
RE: BLUE GOOSE FACILITY USE AGREEMENT

ISSUE

A Blue Goose facility use agreement would formalize an informal understanding that now exists between the South Placer Heritage Foundation and Town concerning Town use, at no cost, of the Blue Goose Shed.

RECOMMENDATION

Discuss and determine how Council wishes to proceed. One option would be to accept the agreement as proposed. Another would be to direct staff to craft a development agreement with the Foundation in order to have a comprehensive plan that would give the Foundation assurances for facility use and development fees, and would include a method for Town use of the facility.

CEQA

There are no CEQA issues associated with a rental agreement.

MONEY

Normal costs for renting the Blue Goose Shed are: \$400 Monday thru Thursday; \$950 Friday or Saturday; and \$700 for Sunday.

DISCUSSION

For about the last five years the Heritage Foundation and Town have had an unwritten agreement that the Town could use the Blue Goose Shed at no cost for about 8 times per year for public purposes related to the government of the Town. Over time the Shed has experienced a growing paid use because it has become a popular place to hold events. Occasionally people and groups have asked to use the Shed under Town auspices and thereby avoid paying the rental fees that are necessary to operate the Shed.

At the May Council meeting Council Member Scherer expressed concern about the proposed agreement and wanted to determine how much development fee money the Town has waived on the Blue Goose shed.

In 2005 the South Placer Heritage Foundation asked that the project fees normally associated with development be waived. Attached is a report to Council at the time. The development fees were calculated as shown in the following chart based on then current rates. The rate today is shown for comparison purposes.

BLUE GOOSE DEVELOPMENT FEES

	2005	2010
DRAINAGE	5,207	3,007
MAJOR ROAD CIRCULATION	44,460	84,422
HORSESHOE BAR INTERCHANGE	33,540	48,568
SIERRA COLLEGE CIRCULATION	N/A	N/A
KING/TAYLOR CIRCULATION	3,659	6,948
COMMUNITY FACILITY	6,500	7,280
DRY CREEK WATERSHED	2,397	2,397
PARK & RECREATION	0	N/A
QUIMBY IN-LIEU PARK FEE	N/A	N/A
PARK ACQUISITION	N/A	471
PARK FACILITY IMPROVEMENTS	N/A	569
	95,763	153,662
PLANNING FEES (CUP)	2,719	3,800
TOTAL	98,482	157,462

ASSUMPTIONS:

Building is 26,000 sq ft

Land area is 1.68 acres (as shown on Union Pacific lease in 2005)

Building plan check and inspection fees paid at current rates

Foundation responsible for other fees (county, schools, fire etc) directly to those entities

At the 2005 meeting Council directed that staff negotiate with the Foundation on a development agreement and come back at a later date. There has not been any negotiation nor a development agreement made. For part of the intervening time the Town did not own the underlying land and Union Pacific, as property owner, had no interest in participating in a development agreement. The Foundation pressed ahead to raise funds and evolve a facility that has proven to be a valuable community resource. Work was done according to code with approved plans and specifications, and the Foundation paid for same, but the planning part of the process (use permit and/or development agreement) has not been done. It has been deferred, along with the development fees. Note in the attached minutes, excerpted from 2005, that Council did not waive development fees. The fees were deferred pending the preparation of a development agreement.

The use of the facility by the Town started out in 2004 when the Foundation was granted a temporary use for 6 events that was later increased to 8 events during the period November 2004 to November 2005. The purpose of adding two events was to accommodate a Sheriff use and a Del Oro HS use in April 2005. The other events were private uses of some kind. It is likely that this number of uses, that the Town originally gave the Foundation, became the basis for the 6 to 8 uses that were assigned to the Town. Again, there was no formal agreement on the number of Town uses.

The use of the Blue Goose by the Town has been helpful. It gave the Town an alternative to Memorial Hall which was being used more frequently, and to the Library that was not real useful for Town meetings though it worked in a pinch. In time the Town uses were set at 8 per year. The sense was that the Town would unlikely use it more than that. The Town has never used the facility 8 times in a year even when the Town has allowed other entities to use a Town day. Over the last couple of years there were two times that the Del Oro Aquatic group asked to use the facility, there was a use by Assemblyman Gaines, there was a use by a Del Oro student group, and there may have been one other use by a public agency. Since the Town refurbished the Depot the need for Town use of the Blue Goose shed is slight. The last Town use was a meeting on the Downtown Plan in 2009.

The lack of an agreement has sometimes resulted in a problem in that the Town has been put into the position of being a free pass for some entity seeking to use the Blue Goose facility without paying the rent. The rent money received by the Foundation is for maintenance and operation of the facility. Without that money the Foundation won't long be able to afford to maintain the facility. The purpose of an agreement is to make clear that Town use is just that, Town government use for meetings where the size and/or ambiance of the Blue Goose shed is helpful in conducting the business of government. It also clarifies that the Town is not a back door means by groups seeking to avoid paying the rent. Any group can make their own agreement with the Foundation and the Foundation has a special rate for non-profit use.

Facility use by the Town is what the proposed agreement seeks to address. It is not a development agreement. A development agreement can be used to define facility uses and parameters thereof so that the Foundation can utilize the building in a manner consistent with the zone without always checking with the Town or getting some kind of Town approval. A use permit, whether standing alone or in a development agreement, would have various conditions such as parking requirements, noise, use times, etc and set out the way that development fees would be paid. A development agreement would be a method whereby the Town could waive some or all development fees in exchange for X number of uses per year of the Blue Goose Shed over some number of years. There would still be a need to define the terms of such use which is what the proposed agreement sets out.

**AGREEMENT BETWEEN THE SOUTH PLACER HERITAGE FOUNDATION AND
THE TOWN OF LOOMIS FOR USE OF THE BLUE GOOSE FRUIT SHED**

WHEREAS, the South Placer Heritage Foundation (“Foundation”) and the Town of Loomis (“Town”) desire to make an agreement for Town use of the Blue Goose shed; and

WHEREAS, the Foundation owns the Blue Goose shed and rents, at an agreed upon rate, the land that the shed sits on from the Town; and

WHEREAS, the Town sometimes has need of a large meeting area for gatherings of citizens in furtherance of the business of Town government; and

WHEREAS, the Foundation considers it beneficial to assist the Town by providing meeting space;

NOW THEREFORE, in consideration of the mutual promises made herein, the Foundation and Town agree as follows:

- A. The Foundation will make the Blue Goose shed available for Town meeting use for up to four (4) meetings per calendar year at no charge to the Town. Meetings in excess of this amount will be charged facility rental at the Foundation’s customary rates or the Foundation can choose to waive rental charges as it may determine. Meetings not used in the course of a year will not be carried over to the following year.
- B. A meeting of the Town is defined as a noticed meeting for government purposes such as hearings, workshops and other events approved by the Town Council.
- C. Meetings scheduled by the Town will be subject to the availability of shed meeting facilities.
- D. The Town will name the Foundation as additional insured on Town insurance when using the Blue Goose shed meeting facilities.

- E. This agreement is effective immediately on the date signed below and will continue from year to year unless otherwise terminated by either party.
- F. Either party may terminate this agreement without cause on thirty (30) days notice to the other party.
- G. This agreement may not be amended except by a writing signed by the designated officials of the Foundation and Town.

TOWN OF LOOMIS

**SOUTH PLACER HERITAGE
FOUNDATION**

Gary Liss, Mayor

Randy Elder, President

DATE: _____

DATE: _____

ATTEST:

Crickett Strock, Town Clerk

Approved as to form:

Approved as to form:

Dave Larsen, Town Attorney

_____, **Foundation Counsel**

16. **Request to Waive Planning Fees**

The South Placer Heritage Foundation has been remodeling the Blue Goose shed and they are requesting the Council to provide a category within the new development fee schedule that will exclude the Blue Goose project from fees normally associated with development

Recommended action: Deny the fee waiver, it was determined in the General Plan that development costs would be fully paid by project developers (private and non-profit entities)

Public comment:

Randy Elder, 6215 South Walnut Street, stated the following:

- request waiver of fees for the remodel of the Blue Goose
- the building is being renovated by a non-profit foundation
- 80 businesses have contributed to more then \$350,000 for a community center for the Town
- they need a conditional use permit in order to open up for the community and would like the fees waived

Council discussed the following:

- need to take into consideration the building has been existing as a business all of these years
- when it was a packing shed in the 50's there was a lot of traffic caused from the business
- the Blue Goose has become a community asset
- the Town can't waive some of the fees because they are County fees
- would like to see the fee waived for the Town, for use of the Blue Goose (a couple of times a year)
- look at waiving some of the Town fees

Vicki Morris, Loomis Basin Chamber of Commerce president, stated she supports the waiver of fees for the South Placer Heritage Foundation conditional use permit.

Dave Larsen, Town attorney, noted the following:

- a development agreement could be done, this is something special, the community gets something back
- we also have a fee waiver ordinance where we need to show findings in order to waive any fees

Following further discussion on the matter, a motion was made to direct staff to negotiate with South Placer Heritage Foundation on a development agreement and come back for approval at a later meeting. On motion by Councilmember Ucovich, seconded by Councilmember Fuson and passed by voice vote.

Recess at 8:35 p.m. to 8:52 p.m.

17. **Cable Television Franchise Agreement**

Consider the Cable Franchise Agreement

Recommended action: Review proposed agreement, give staff direction concerning PEG Channels and continue item until July for final action

Public comment:

No public comment.

Following further Council discussion on the matter, Council directed staff to wait until a new Town Hall is built to have a public, education and governmental channel (PEG) for live coverage; look into having a Town calendar; plan for paid PEG expenses so when the new Town Hall is built the Town will be in a position to have live meetings on cable; and look into seeing if Del Oro High School would be interested in having a PEG channel for classroom or school events.

18. **Taylor Road Landscaping Project**

Consider the conceptual designs for the Taylor Road Landscaping project located on the west side of Taylor Road from Sierra College Boulevard to Circle Drive

Recommended action: Approve the conceptual Taylor Road Landscaping plans and direct the Landscape Architect to finalize the plans and cost estimates, begin the process to acquire additional property from Union Pacific Railroad for the project, and direct staff to advertise for bids

Public comment:

Jean Wilson pointed out that at the Green Print meeting they recommended large canopy trees rather than smaller trees.

Following further discussion on the matter, Council directed staff to come back with more information.

TO: TOWN COUNCIL

FROM: TOWN MANAGER 

RE: REQUEST TO WAIVE PLANNING FEES – HERITAGE FOUNDATION

ISSUE

The South Placer Heritage Foundation has been remodeling the Blue Goose shed. Randy Elder, President submitted a letter asking that the Council "...provide a category within the new development fee schedule that will exclude the Blue Goose project from fees normally associated with development."

RECOMMENDATION

Deny the fee waiver because it was determined in the General Plan that development costs would be fully paid by project developers. Developers include private and non-profit entities (churches for example).

MONEY

Money issues depend on whether the Council allows a waiver of fees and if allowed, how much the waiver would be. At one end if all fees are waived the cost to the Town could exceed \$98,000 based on the current schedule. That cost will be higher under the new schedule currently being proposed. Partial waivers would run less. One impact of waiving fees is that costs otherwise paid by one developer will need to be assessed to other developers or to Loomis citizens generally.

DISCUSSION

In order to use the Blue Goose shed beyond a few events per year, the South Placer Heritage Foundation needs to obtain a Use Permit. The process of obtaining the permit involves an application, preparing plans, environmental review, noticing surrounding property owners, notifying other government agencies and having a public hearing before the Planning Commission. The planning cost for this type of permit, considered a major permit, is \$2,719 and is expected to cover the normal costs of application review, landscape review, noticing both by mail and in the press, copying and mailing. Not covered are the development fees assessed by other agencies, building plan check and inspection (both contracted), and special studies required as a result of environmental assessment.

Since the project involves improvements to an area greater than 500 sq ft there will likely be development fees assessed by other agencies such as Loomis Fire District, Loomis School District, Placer School District, and Placer County. The Heritage Foundation would need to be directed to those agencies to seek fee waivers because the Town is not at liberty to waive fees on behalf of other agencies.

The Council is at liberty to waive certain Town fees. Some fees such as building plan check and inspection are charged by consultants contracted by the Town. It would not be prudent to waive such fees or ask consultants to donate their time to a private non-profit entity. The Heritage Foundation could ask Town consultants if they would like to donate their services. However, there could be a conflict because, for instance in the case of building inspection, the consultant who might donate time would also be the one checking building plans and inspecting construction work some of which is work that is being paid for by the Foundation. On the whole it is not advisable to waive consultant fees.

The Town fees are listed on the following chart. For calculation purposes the shed is noted to be 26,000 sq ft and the land area is 1.68 acres (land is leased from Union Pacific). The fees noted are estimates and will not be known until the Heritage Foundation plan is complete. Staff is doing a cursory review of a submittal made by Mr. Elder on February 2, but a complete review is being held pending the Council's decision on the Town fees.

ESTIMATED TOWN COSTS TO REHAB & INCREASE USE AT BLUE GOOSE SHED

PLANNING FEES

Conditional Use Permit			2719
Other costs (unknown until plan has been reviewed)			

TOTAL PLANNING FEES			2719
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DEVELOPMENT FEES

Drainage	@	3773 acre	5207
Major road circulation	@	1.71 sq ft	44460
Horseshoe Bar Interchange	@	1.29 sq ft	33540
King/Taylor circulation	@	2178 acre	3659
Community facility	@	0.25 sq ft	6500
Dry Creek Watershed	@	1427 acre	2397
Park & Recreation			0

TOTAL DEVELOPMENT FEES			95763
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GRAND TOTAL ESTIMATED FEES			98482
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The fees are estimated as if the entire shed were remodeled for use. That is unlikely to occur so the fees noted per square foot would only be assessed to the area that is actually being remodeled. The fees would also be spread out over the time that the Heritage Foundation would take to do the work since the rehabilitation is done in phases. The current plan is to do certain work to November 2005, some other work to November 2006, and still other work to November 2007. The risk in spreading fees out is that new fees

could come into being. Council is currently reviewing new development fees that may be approved at tonight's meeting.

It should be noted that the fees detailed on the previous page are fees that arise out of implementing the General Plan. The projects noted, such as drainage, pay for things that will be needed to improve drainage throughout the Town as development occurs so all development contributes a share. Another example would be road improvements that make access easier to such things as the events anticipated at the Blue Goose shed. With remodeling there will likely be a big increase in use and operators and patrons will certainly appreciate better access to and from events. Finally, there are fees such as Dry Creek Watershed improvement that are the result of the Town having joined into a regional compact to do its share of things needed to keep the watershed in good shape.

The letter from the Heritage Foundation suggests that a trade might be worked out whereby the Town could use the facility and parking. Whether Town use comes at no or at some nominal cost is unknown.



Restoration of the Blue Goose

a project of the South Placer Heritage Foundation

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Sheila Locke
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Placer Holdings

May 26th, 2005

Mayor Walt Scherer
Loomis Town Council
P. O. Box 1327
Loomis, CA 95650

Dear Walt:

The Blue Goose renovation project is in full swing in downtown Loomis and, as you may be aware, the Foundation has submitted a Conditional Use Permit application to the Town staff for review.

The Town staff has requested additional information from us regarding the project so they can move forward with our application. We are in the process of providing that information.

Additionally, we have discussed development fees with the staff and their relevance to this project. Furthermore, it is our understanding that the Town is in the process of reviewing revisions to its development fees.

We request that the Council provide a category within the new development fee schedule that will exclude the Blue Goose project from fees normally associated with development. The category might include the following: buildings of a historical nature owned by a non profit organization in the downtown core on Taylor Road between King and Horseshoe Bar Roads, the project serves as a community center with public parking available, the Town of Loomis has use of the building for public meetings and the Loomis Town Council has discretion on the qualification of the project under this category.

RECEIVED
MAY 27 2005
TOWN OF LOOMIS

Mayor Walt Scherer

May 27th, 2005

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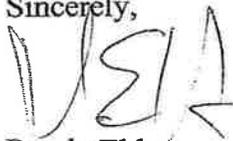
The Blue Goose fruit shed has been continuously used as a community place of business since its construction in 1951. It is one of the few remaining links to the agricultural heritage of the Loomis area and South Placer in general. The Foundation will continue to emphasize the heritage of the building throughout the renovation while providing "modern" amenities such as central heating and air conditioning and a caterer's kitchen for fundraising dinners and public events.

The property is a significant asset in downtown Loomis and will continue to grow in importance as the project nears completion. The building is becoming a popular venue for community fundraisers such as those put on by Del Oro High School, the Loomis Fire District, the Loomis Union School District and numerous other community groups.

A community center for Loomis has been discussed and proposed for a very long time and I submit to you that it has now been delivered by the Foundation at no cost to the taxpayers of Loomis. We are committed to working with you on the completion of this valuable landmark and we know you are as equally dedicated.

We appreciate your continued support on the Blue Goose renovation project. Please feel free to call me with any questions you may have.

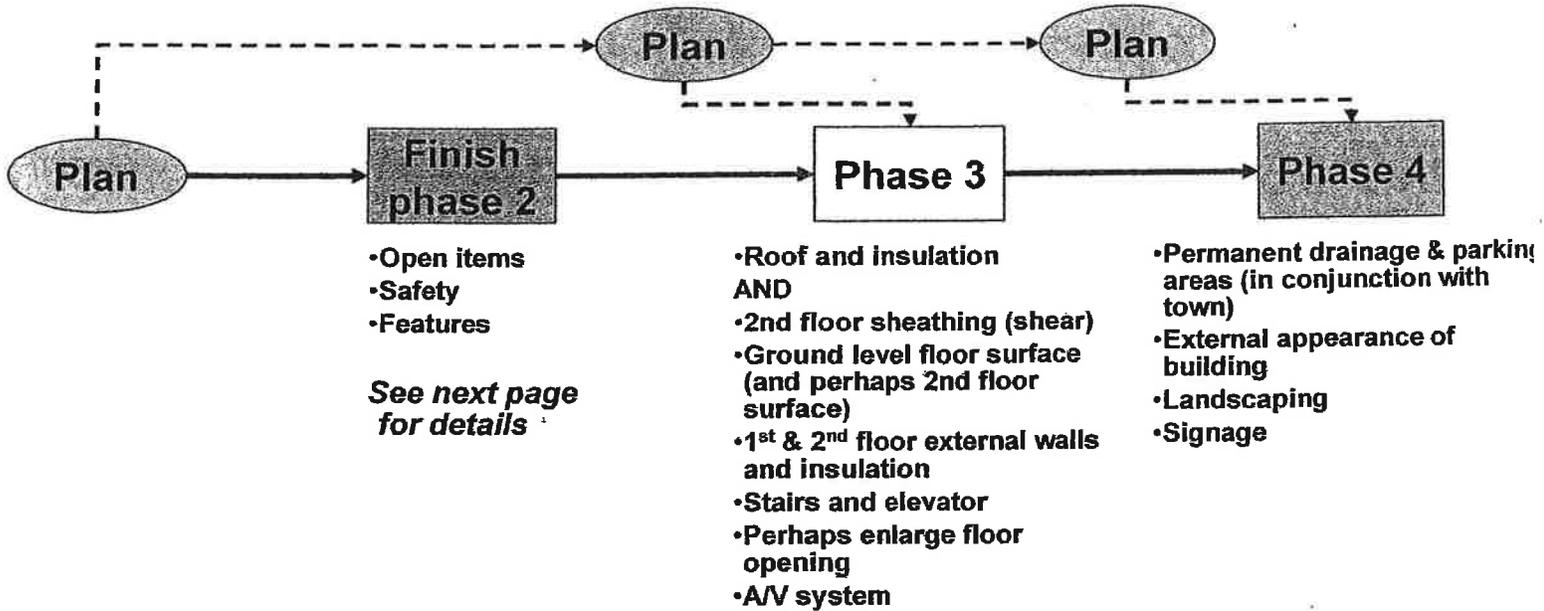
Sincerely,

A handwritten signature in black ink, appearing to read 'Randy Elder', written over a faint, larger signature.

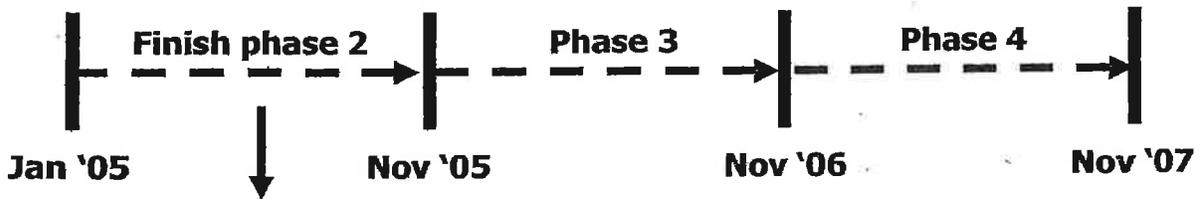
Randy Elder
President

Blue Goose Renovation Project

Project Sequence



Calendar



High priority items to be finished by: April '05
 Med priority items to be finished by : July '05
 Low priority items to be finished by : Oct '05

Blue Goose Renovation Project

Remaining Phase 2 Tasks								
Category	Item	Priority	Impact				Owner	Completion Goal
			Sfy	lsp	Pmt	Evt		
Open items	Repair exit light	High	x				Russ	April '05
	Encapsulate bathroom column	High		x			Hamid	April '05
	Fix misaligned bathroom partitions	High		x			Hamid	April '05
	Paint a few doors, finish panic hardware	High	x				Hamid	April '05
	Tune up front entrance hand railing	High		x			Hamid	April '05
	Fix leaks in roof and holes in walls; entire building	High				x	Randy	April '05
	Reduce/eliminate air leaks in front barn doors	High				x	Randy	April '05
	Organize new storage area	High				x	Bruce	April '05
	Obtain carts for tables	High				x	Russ	April '05
	Organize old storage area	High				x	Bruce	April '05
Safety	Install floor opening railing	High	x				Hamid	April '05
	Complete 2 hr firewall; grade to roof	High	x	x			Hamid	April '05
	Repair or replace 2 nd floor exit stairs	Low	x				?	Oct 06
Features	Enhance PG & E service, electrical and gas	High		x	x		Russ	April '05
	Finish kitchen • Demo ceiling, clean up, temp lighting • Shoot the works	High Med				x x	Hamid Kimberly	April '05 Oct '05
	Install cooling & heating	Med				x	Russ	July '05
	Raise the beam (requires minor plan amendment)	Low				x	Hamid	Oct '05
	Make improvements to temporary drainage & parking areas	High			x		Russ	April '05
	Add perimeter shear panels & insulation; 1 st and 2 nd floors	High	x	x			Hamid	April '05
	Add foundation footings under shear wall locations	High	x	x			Hamid	April '05
	Enlarge selected column footings	High	x	x			Hamid	April '05
	Fix ground floor planks	Med				x	Hamid	July '05
	Install wind barrier under ground floor	Med				x	Hamid	July '05