



Staff Report

August 14, 2018

TO: Honorable Mayor and Members of the Town Council
FROM: Sean Rabé, Town Manager
Britton Snipes, Town Engineer/Public Works Director
DATE: August 14, 2018
RE: Resolution Approving License Agreement with Loomis Basin Brewing Company

Recommendation

Approve resolution and attached license agreement authorizing Loomis Basin Brewing Company ("LBBC") to use specified portions of Town-owned property.

Issue Statement and Discussion

LBBC operates a gastropub at 3640 Taylor Road, Suite C, Loomis, CA 95650. As part of the gastropub, LBBC has constructed an outdoor patio to accommodate guests. Due to the popularity of this establishment, LBBC is seeking to expand its patio. The Town owns the parcel of land adjacent to the gastropub and LBBC has approached the Town regarding a license to use portions of this adjacent parcel to accommodate the patio expansion.

The Town and LBBC have negotiated an agreement whereby the Town licenses the use of a specified portion of the Town's parcel at a rate of \$1 per year.

Financial and/or Policy Implications

The license to the Loomis Basin Brewing Company will be for \$1 per year.

Attachments: Resolution
License Agreement

Attachment

- A. Resolution
- B. License Agreement

TOWN OF LOOMIS

RESOLUTION NO. 18 -

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS
APPROVING A LAND LICENSE AGREEMENT WITH THE
LOOMIS BASIN BREWING COMPANY**

WHEREAS, the Loomis Basin Brewing Company ("LBBC") has requested to use under license certain municipal land on which LBBC wishes to construct portions of an outdoor patio for its facility located at 3640 Taylor Road, Suite C, Loomis, CA 95650 at the intersection of Taylor Road and Horseshoe Bar Road; and

WHEREAS, the Town Council finds this to be a desirable use of municipal land on Horseshoe Bar Road; and

WHEREAS, the Town Planning Commission and Town Council have approved the type of use and its location on the land; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Loomis that the attached License Agreement with LBBC is hereby approved to go into effect when fully executed.

PASSED AND ADOPTED this 14th day of August 2018 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Mayor

ATTEST:

Town Clerk

LICENSE AGREEMENT WITH
LOOMIS BASIN BREWING COMPANY

THIS LICENSE AGREEMENT ("License") is made this ___ day of August 2018, by and between the Town of Loomis, a municipal corporation ("Town"), and Loomis Basin Brewing Company ("LBBC").

IN CONSIDERATION OF the Town leasing certain premises to LBBC, LBBC licensing those premises from the Town, and the mutual benefits and obligations set forth in this License, receipt and sufficiency of which consideration is hereby acknowledged, the parties to this License agree as follows:

1. **Licensed Premises.** Town agrees to grant a license to LBBC to a portion of that real property located adjacent to 3640 Taylor Road, Loomis, CA 95650, APN # 044-101-001 ("Premises") The precise location demarking the Premises is more fully described in the Site Plan, attached hereto as Exhibit A and incorporated herein by reference. LBBC will use the Premises as a portion of the outdoor patio of its gastropub and for other related incidental uses. Neither the Premises nor any part of the Premises will be used at any time during the term of the License by LBBC for any other purposes.
2. **Term.** This License shall expire on September 1, 2028 unless otherwise terminated according to the provisions of Section 11, below.
3. **Fee.** LBBC shall pay Town one dollar (\$1) per year for use of the Premises. This Fee shall be paid in advance and be due on the 1st day of September each year.
4. **Inspections.** Town and LBBC will complete, sign, and date an inspection report at the beginning and at the end of the Term of this License.
5. **Indemnification / Insurance.** LBBC shall save, defend, indemnify, and hold harmless Town from any and all claims or causes of action for death or injury to persons, or damage to property, resulting from the intentional or negligent acts, errors, or omissions of LBBC, its employees, agents, guests, members, and visitors, during the Term of this License. LBBC shall carry the necessary types and amounts of insurance to cover this obligation.
6. **Property Tax / Utilities.** LBBC shall be solely responsible for paying any property, possessory or other tax or charge that may be assessed as a result of LBBC having been granted this License or as a result of LBBC's use of the Premises, including, but not limited to, utilities and refuse disposal fees.
7. **Governing Law; Venue.** This License shall be construed and enforced in accordance with the laws of the State of California. Venue over any and all disputes arising from this License shall be proper in Placer County, California or in the United States District Court for the Eastern District of California.
8. **Severability.** Should any part, term or provision of this License be adjudged by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the remaining portions of this License shall remain in full force and effect.
9. **Maintenance.** LBBC will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary conditions and repair during the Term of this License.
10. **Care and Use of Premises.** LBBC shall:

- a. promptly notify Town of any damage, or of any situation that may interfere with the normal use of the Premises; and
- b. maintain the Premises so it is clean, in good repair, and presentable; and
- c. not engage in any illegal trade or activity on or about the Premises; and
- d. comply with standards of health, sanitation, fire, housing, and safety, as required by law; and
- e. at the expiration of the Term of this License or on LBBC's surrender of the Premises for any other reason, return the Premises to the same condition as prior to LBBC's use, including replacing any pavement, pavers, or stone flooring that was disturbed, damaged, or otherwise modified by LBBC's use.

11. Termination. Either party may terminate this License for any reason or no reason on one hundred eighty (180) calendar days' written notice to the other party.

12. Hazardous Materials. LBBC shall not keep or have on the Premises any article or thing of a dangerous or explosive character that increases the danger of fire on the Premises or that may be considered otherwise hazardous by any responsible insurance company.

13. Lawful Use of Premises. LBBC warrants and represents that LBBC has obtained and will maintain all permits, licenses, and authorizations required under federal, state, and local laws and regulations for LBBC's use of the Premises.

14. Rules and Regulations. LBBC will obey all of the Town's rules and regulations regarding use of the Premises.

15. Waiver. Any waiver by Town of any failure by LBBC to perform or observe the provisions of this License will not operate as a waiver of Town's rights under this License with respect to any subsequent defaults, breaches or non-performance and will not defeat or affect in any way Town's rights with respect to any subsequent default or breach.

16. Assignment. LBBC shall not assign this License in any fashion or for any reason without the prior written consent of Town.

IN WITNESS WHEREOF, the parties have executed this License in the County of Placer, State of California, on the date first written above.

ATTEST:

TOWN OF LOOMIS

Town Clerk

Mayor

APPROVED AS TO FORM:

LOOMIS BASIN BREWING COMPANY

Town Attorney

By:

Title: