



STAFF REPORT

TOWN COUNCIL MEETING OF JANUARY 14, 2014

To: Town Council

From: Town Manager

Subject: Thursday Night Family Fest Agreement With the Loomis Basin Chamber of Commerce

Date: January 30, 2013

RECOMMENDED ACTION:

Approve the attached Agreement and Issuance of a Community Mini-Grant in the amount of \$3,000, subject to final form approval by the Town Attorney.

DISCUSSION/BACKGROUND:

Marie Blomgren and Tim Plummer have received Town approval and operated the annual Thursday Night Family Fest event each summer for the last three years. Last year, in March, the Town Council gave approval for a third year to hold special events at the Depot parking lot on Thursday nights from June 6th through August 1st 2013. At the May 14, 2013 Town Council meeting, Ms. Blomgren and Mr. Plummer indicated that without financial assistance, that continuation of the Thursday Night Family Fest for 2013 was in jeopardy. The Town Council gave direction to the Town Manager to prepare and issue a Community Mini-Grant for \$3,000 to assist the event through the summer of 2013 (see attached). In addition there was some discussion regarding the future of the event and that perhaps an organization such as the Loomis Basin Chamber of Commerce could take the event over in future years.

In November, the Loomis Basin Chamber of Commerce received a proposal to partner with Blomgren Plummer Productions for the Loomis Thursday Night Family fest for nine (9) Thursdays in June and July of 2014. The Chamber regards the Loomis Thursday Night Family Fest (LTNF) as a benefit to multiple Chamber Members as well as the community at large.



COMMUNITY MINI-GRANT AGREEMENT

THIS COMMUNITY MINI-GRANT AGREEMENT ("Grant Agreement") is made and entered into this ___th day of May, 2013 by and between the **Town of Loomis** (hereinafter "Town") and **Loomis Thursday Night Familyfest**, (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Town has created a goal of establishing the downtown core business district as the area of central focus and activity for the Loomis Basin; and

WHEREAS, Grantee has expressed a desire to continue the Thursday Night Family Fest for the summer of 2013; and,

WHEREAS, Grantee has expressed that without financial assistance continuation of the Thursday Night Family Fest for the summer of 2013 is not economically feasible; and

WHEREAS, the Town Manager has determined that continuation of the Thursday Night Family Fest for the summer of 2013 will benefit the local businesses and help the Town achieve an adopted Town goal of establishing the downtown core business district as the area of central focus and activity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, that parties agree as follows:

1. **Terms of Grant.** The Town hereby grants a community mini-grant to Grantee in the value amount of Three Thousand dollars (\$3,000.00) for the Project (the "Grant"). The value amount shall is determined by a combination of fee waivers of Nine Hundred and Forty-Five Dollars (\$945.00) and a cash mini-grant of Two Thousand and Fifty-Five (\$2,055.00). The Grant shall be paid to Grantee upon execution of this Agreement.

2. **Indemnification and Hold Harmless.** Grantee shall defend, indemnify, and hold harmless Town, its officers, agents, and employees from and against all losses and expenses, including costs and attorney's fees, resulting from any injury, including death, to any person or damages to property of others arising out of the acts or omissions of Grantee in connection with this Grant Agreement and the Project, except to the extent such losses or expenses are the result of the City's sole negligence or willful misconduct.

3. **No Agency.** Grantee is an independent entity and nothing herein shall be construed to create any agency or employee relationship with the Town.



December 30, 2013

Re: Loomis Chamber and Thursday Night Family Festival

Dear Loomis Town Council,

In November, the Loomis Basin Chamber of Commerce received a proposal to partner with Blomgren Plummer Productions for the Loomis Thursday Night Familyfest for nine Thursdays in June and July of 2014.

Being that the Loomis Basin Chamber of Commerce (The Chamber) regards the Loomis Thursday Night Family Festival (LTNF) as a benefit to multiple Chamber Members as well as the community at large we are inclined to structure a limited partnership with Blomgren Plummer Productions (BPP).

After meeting with Marie Blomgren and Tim Plummer we also discussed the possibility of combining (LTNF) with Loomis Basin Has Talent (LBHT) and event that the chamber has hosted for the past two years. Both entities could benefit from the relationship.

However, the chamber has no additional staff or budget to support additional operating expenses to keep the Loomis Thursday Night Family going. The chamber is requesting a mini grant of \$3000 so that they can hire the former operators of the (LTNF) Blomgren Plumer Productions.

The Chamber can use this opportunity to promote member business and chamber membership as well. The chamber agrees to lend its brand name, logo for advertising and verbal support of (TNFF). The chamber will hold one business mixer during the (TNFF) at the (TNFF).

Blomgren Plummer Productions agrees to include The Chambers name and logo on all promotional material and advertising. Utilize some of the advertising budget for the (TNFF) to target potential customers outside of the Loomis Town limits. (BPP) would be required to make a presentation to the Chamber Board at our April meeting to show how the advertising money has been or will be used. (BPP) will provide space for Loomis Basin has Talent should the chamber determine that they wish to hold the event at (TNFF).

We hope we can count on your support of the Loomis Basin Chamber and the Loomis Thursday Night Familyfest by sponsoring our mini grant request.

Sincerely,

Patrick Brechtel, President

Loomis Basin Chamber of Commerce

Loomis Basin Chamber of Commerce, 6090 Horseshoe Bar Road, Loomis, CA. 95650



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WITNESSETH:

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WHEREAS, Grantee has expressed a desire to continue the Thursday Night Family Fest for the summer of 2014; and,

WHEREAS, Grantee has expressed that without financial assistance continuation of the Thursday Night Family Fest for the summer of 2014 is not economically feasible; and

WHEREAS, the Town Council has determined that continuation of the Thursday Night Family Fest for the summer of 2014 will benefit the local businesses and help the Town achieve an adopted Town goal of establishing the downtown core business district as the area of central focus and activity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, that parties agree as follows:

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3. **No Agency.** Grantee is an independent entity and nothing herein shall be construed to create any agency or employee relationship with the Town.

EXHIBIT "A"

Project Description

Loomis Basin Chamber of Commerce would like approval to hold a total of 9 special events at the Depot parking lot on Thursday nights from June 1st through July 31st, 2014. The street fair market (known as Thursday Night Family Fest) will include crafters, classic car cruise – ins and weekly entertainment. Amenities will include 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 6:00 pm to 9:00 pm. Grantee shall also comply with all provisions contained in the contract approved by the Loomis Town Council on January 14, 2014 as incorporated herein.

**AGREEMENT FOR USE OF TOWN PROPERTY
FOR
WEEKLY DOWNTOWN STREET FAIR FROM JUNE THROUGH JULY 2014**

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between LOOMIS BASIN CHAMBER OF COMMERCE [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 through July 2014;
- B. TOWN owns the Loomis Depot site and downtown park and encourages uses that will bring people to the SPONSOR 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 Thursday Night 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 SPONSOR.
- 2. DOWNTOWN STREET FAIR: SPONSOR will conduct, supervise, advertise and maintain a Thursday night street fair at the Loomis Depot and surrounding grounds as detailed on EXHIBIT A, one day per week starting in June, 2014 through July, 2014.

6. **STREET CLOSURE:** SPONSOR 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:** SPONSOR 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:** SPONSOR 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 SPONSOR 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:** SPONSOR 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)

- 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.

LOOMIS THURSDAY NIGHT FAMILYFEST
P.O. BOX 1565
LOOMIS, CA 95650

PROFIT / LOSS STATEMENT
JANUARY - SEPTEMBER 2013

INCOME

BUSINESS GRANT	\$3,000.00
SOROPTOMIST SPLIT	\$2,164.00 beer/wine booth
VENDOR COMMISSION	\$350.00 go-carts
VENDOR FEES	\$8,773.00

TOTAL INCOME

\$14,287.00

EXPENSES

ADVERTISING	\$1,328.00 p.cards,flyers.posters,Psaver,sacB
BANK CHARGES	\$83.00
CASUAL LABOR	\$1,220.00
DONATIONS	\$122.00
INSURANCE/FEES	\$1,034.00 pc environmental,cc fees,chamber
OPERATING BANK	\$225.00
OPERATING EXPENSES	\$893.00 web/internet,pobox,set up,office ex
PARTNER DRAWS	\$6,432.00
SIGNAGE	\$794.00
VENDOR REIMBURSEMENT	\$1,210.00
VENUE EXPENSE	\$945.00

TOTAL EXPENSES

\$14,287.00