

RESOLUTION NO. 2013-97

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
APPROVING A USE POLICY FOR THE OLD TOWN PLAZA AND AUTHORIZING
THE CITY MANAGER TO EXECUTE USE AND LICENSE AGREEMENTS FOR
TEMPORARY USE OF THE SITE**

WHEREAS, the City of Elk Grove purchased property at 9615 Railroad Street known as the "Old Town Plaza"; and

WHEREAS, the City wishes to allow community groups to use the site for community events on a temporary basis; and

WHEREAS, the City has received numerous requests to use the site for events; and

WHEREAS, a use policy will ensure the City makes the site available to groups in a fair and equitable manner; and

WHEREAS, a use policy will also ensure that any use of the site will be in accordance with City codes and policies; and

WHEREAS, current City code provides that the City Council is the authorizing authority for all license and leases of City property; and

WHEREAS, authorizing the City Manager to execute use and license agreements for the Old Town Plaza will increase efficiency without significantly increasing risk.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Elk Grove finds it be in the best interest of the City to authorize the City Manager to execute use and license agreements for the Old Town Plaza property, approves the Old Town Plaza Use Policy attached as Exhibit A, and authorizes the City Manager to execute use and license agreements for temporary use of the site consistent with the Policy.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 22nd day of May 2013.



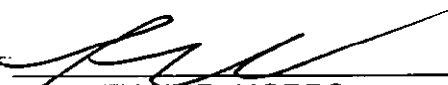
GARY DAVIS, MAYOR of the
CITY OF ELK GROVE

ATTEST:



JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:



JONATHAN P. HOBBS,
CITY ATTORNEY



EXHIBIT A

OLD TOWN PLAZA USE POLICY

1. Use of the Old Town Plaza requires submission of a completed Reservation Request Form, execution of a Use Agreement, payment of any applicable fees and/or deposits, and proof of insurance if required.
2. The Old Town Plaza will be available for groups on a space available basis. Should there be a potential conflict with more than one event, priority shall be given based upon the primary sponsoring organization as follows:
 - a. First Priority – City of Elk Grove
 - b. Second Priority – Other Public Agencies located in the City (e.g. Elk Grove Unified School District, Cosumnes Community Services District)
 - c. Third Priority – Community events (must be open to the general public) sponsored by local non-profit entities
 - d. Fourth Priority – Community events sponsored by local for-profit entities
 - e. Fifth Priority – Community events sponsored by an entity (public or private) not physically located in Elk Grove
 - f. Last Priority – Any private event, regardless of the sponsor.
3. Use of the Old Town Plaza by any individual, group, or organization is limited to 12 separate events within a twelve month period. The Old Town Plaza may not be used for events of longer than 7 consecutive days. City sponsored meetings or activities may be exempted from fees and limits on the number of bookings per period.
4. The City reserves the right to refuse or revoke permission to use the Old Town Plaza. If the event is determined to have public safety concerns, the City may deny use of the site or require a security plan, approved by the Police Department, to account for any identified public safety concerns.
5. Reservation of the Old Town Plaza must be made at least 45 calendar days in advance. While initial contact may be made by phone, fax, mail or e-mail, the final booking and submission of the security and utility deposit must be made in person in order to complete the reservation.
6. Any event held at the Old Town Plaza shall not disrupt any neighboring business or private residence. All displays, event signage, brochures, vehicles, booths, et cetera, for the event

shall be contained within the Old Town Plaza. Under no circumstances shall any of these be within the public right of way. Any events that may also require a Street Use Permit will be subject to review by the City, and may be denied if the City determines it will negatively affect the surrounding neighborhoods, fire response or creates other public safety concerns or hazards. If applicable, a Temporary Use Permit and a Street Use Permit must be submitted with the site Reservation Request Form.

7. If access to utilities is requested for an event, the City will charge a fee of \$200.00 plus \$50.00 for each day of the event to cover the costs of utilities and associated staff costs. This fee has been calculated to reimburse the City for its direct costs related to providing the utilities. Access to utilities will only be provided to those organizations that have paid the required fee.
8. Organizations holding events at the Old Town Plaza must provide trash and recycling carts at all times during the event. The number of rolling automated carts provided shall be sufficient to meet the needs for the event but should generally be equal to at least 2 trash and 2 recycling carts per 100 attendees. Events focused on food and or beverages should provide service in the range of 5 to 6 trash and 5 to 6 recycling carts per 100 attendees. All carts should clearly indicate the material collected and should be serviced daily if the event is more than a single day. Marked recycling carts must be placed next to all trash carts. All trash and litter must be removed from the site at the end of each day, and, upon completion of the event, the site must be inspected by the organizers and all trash, debris and other materials resulting from the event removed. For information on trash and recycling service providers registered to work in the City of Elk Grove, please see the City's website:
<http://www.egtrashrecycleservices.org/commercial-programs/csp-registered-commercial-haulers.asp>
9. Organizations holding events at the Old Town Plaza lasting longer than four hours must provide portable toilets and hand wash stations on site. At least one portable toilet shall be provided for every 300 event attendees (including vendors and event organizers). At least one hand wash station shall be provided for every four portable toilets provided, with a minimum of at least one hand wash station for any event lasting longer than four hours. Ten percent of the total number of portable toilets shall be disabled accessible, meeting the standards of the Americans with Disabilities Act of 1990, as amended. A minimum of at least one disabled accessible portable toilet shall be provided for all events longer than four hours regardless of the number of attendees. During the application process, City staff may review the size and scope of the event and determine that an alternate number of portable toilets will be required.
10. All meetings and events must conclude, the property cleaned up and restored to its prior condition, and the property vacated by the time specified within the Use Agreement. Cleaning includes the removal of all trash, spilled materials (food, liquids, any materials brought on site by event organizers). Stained asphalt and/or concrete must be cleaned.

11. The group or organization holding the event shall assume full responsibility for any damage to the Old Town Plaza including its facilities, turf, walls & fencing, gates, asphalt or concrete surfaces, utility connections or facilities (water, storm drain, electricity, and cable), trees and landscape per the Use Agreement.
12. The City will charge a refundable security deposit of \$100.00 for each day of the event. The security deposit must be remitted to the City concurrent with the submission of the signed Old Town Plaza Use Agreement. The security deposit shall be used to repair any damage to the Old Town Plaza as a result of its use. If no damage occurs related to the use of the Old Town Plaza, this deposit will be returned within 30 calendar days following the completion of the scheduled event. If actual damages for the event exceed the deposit amount, the organization will be billed by the City for the additional cost and payment must be remitted to the City within 30 calendar days of the date of invoice.
13. Each group/organization will be responsible for all set-up and clean-up of the Old Town Plaza. The Old Town Plaza shall be left in the same condition in which it was turned over for use. Failure to clean up the Old Town Plaza after an event may result in a) the forfeiture of the security deposit, and/or b) the termination of that group or organizations' future use of the Old Town Plaza. City staff will accompany event organizers on a pre- and post- event walk through to ensure all cleaning and repair obligations are met. Payment(s) for damage above and beyond the deposit will be assessed by the City and may be charged to the individual, group or organization responsible. Failure to pay the assessed damages may result in legal action.
14. City personnel will not provide or assist in the set up or cleaning of the Old Town Plaza. City personnel will not assist in the handling of exhibits, equipment, or other materials used in any event taking place at the Old Town Plaza by a group or organization other than the City of Elk Grove.
15. Events incorporating activities creating a material risk of personal injury, are not permitted, unless expressly approved in writing by the City in its sole discretion.
16. Permission to use the Old Town Plaza does not constitute an endorsement by the City of the group or organization's policies or beliefs. All press releases, publicity, or advertisements relating to any program, event or meeting held at the Old Town Plaza shall clearly state the name of the sponsoring group or organization and shall not imply the program, event or meeting is sponsored by the City unless the City has agreed to co-sponsorship.
17. Alcoholic beverages may be permitted in the Old Town Plaza subject to (1) express prior written approval by the City, (2) proof of compliance with all local and California state laws, ordinances, and regulations, including without limitation receipt of all applicable licenses and/or permits authorizing alcohol use, and (3) a security plan for the proposed event, approved in advance by the Police Department.

18. The sponsoring organization shall be responsible for any and all liability for any loss, injury, or damage to persons or property that may be sustained by Old Town Plaza related to the event or the attendees. All organizations seeking to use the Old Town Plaza will be asked to provide proof of insurance and an endorsement naming the City as an additional insured. An organization may be required to purchase a one-day event insurance policy.
19. If any given event taking place at the Old Town Plaza requires a permit not issued by the City, such as a County Environmental Health Division permit, proof of such permit shall be provided to the City at least one week prior to the event.
20. Cancellations of Old Town Plaza reservations should be made no later than one week in advance of the scheduled event.
21. The organization must expressly agree to indemnify and save the City, its officers, agents and employees, harmless from any and all claims for loss, damage, injury or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of its use of the Old Town Plaza.
22. The City shall have the privilege of inspecting the premises at all times.
23. The organization, in its use of the Old Town Plaza, shall not discriminate against any person upon the basis of race, color, religion, creed, national origin, age, sex, disability or marital status.
24. The City may deny future use of the Old Town Plaza to any user or organization that fails to fully comply with this Use Policy or the Old Town Plaza Use Agreement.



OLD TOWN PLAZA RESERVATION REQUEST FORM

Please complete this form and return to:
Old Town Plaza Reservations, City of Elk Grove, 8401 Laguna Palms Way, Elk Grove CA. 95758
FAX: Attn: Old Town Plaza Reservations, 916-691-3168

Submission of Reservation Request Form does not guarantee reservation until your request has been approved by staff

Group Name (Provide name of legal entity as applicable): _____

Contact Person: _____ Phone: _____

Person Responsible: _____ Phone: _____

Mailing Address (City, State, Zip): _____

Email: _____ Fax: _____

RESERVATION INFORMATION:

Event Date(s): _____ Event Time(s): _____ No. of Attendees: _____

Type of Organization: Governmental Agency Educational Non-Profit Other (specify below)

Name of Event _____

Description of Event _____

I have read and understand the Old Town Plaza Use Policy, payment information and accept responsibility for my reservation.

SIGNATURE _____ , _____
(Group Representative) (Date)

Security Deposit \$ _____ (Make check payable to City of Elk Grove)

Utility Deposit \$ _____ (Make check payable to City of Elk Grove)
(Room Deposit and equipment fee must be separate checks)

(Office Use Only)

Reservation Accepted _____ Security Deposit Received _____ Security Deposit Returned _____

Utility Deposit Received _____ Utility Deposit Returned _____ Special Notes _____

**CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2013-97**

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) **ss**
CITY OF ELK GROVE)


I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on May 22, 2013 by the following vote:

AYES : COUNCILMEMBERS: *Davis, Cooper, Hume, Trigg*

NOES: COUNCILMEMBERS: *None*

ABSTAIN : COUNCILMEMBERS: *None*

ABSENT: COUNCILMEMBERS: *Detrick*


**Jason Lindgren, City Clerk
City of Elk Grove, California**