

RESOLUTION NO. 12-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE YEAR PROFESSIONAL SERVICE CONTRACT WITH PASO ROBLES MAIN STREET FOR TOURISM / MARKETING SERVICES FOR FY 2012/13

WHEREAS, the City's adopted Marketing Plan includes the key elements of: a) Hospitality Services and Visitor Event support; b) Branding and Visitor Website development; c) Public Relations that build on the platform of the Wine and Culinary industries; and d) enhancement and promotion of the City's historic downtown core; and

WHEREAS, the City currently contracts with Paso Robles Main Street for downtown promotion services to enhance the economic vitality of the downtown business area consistent with the City's Marketing Plan; and

WHEREAS, the downtown promotions contract engages the services of Paso Robles Main Street to strengthen tourism activities and promotions in the downtown core by retaining and expanding the downtown small town pedestrian character and to support/attract new businesses that enhance the visitor experience; and

WHEREAS, Paso Robles Main Street has established and continues to advance a marketing and promotions effort that supports and highlights the downtown business core through events and activities of interest; and

WHEREAS, Paso Robles Main Street is uniquely positioned to leverage dollars with/from their own membership base to promote the downtown core area; and

WHEREAS, the current Main Street contract is scheduled to expire on June 30, 2012; and

WHEREAS, Main Street submitted a contract renewal letter that requests no change in service scope or fees for service for Fiscal Year 2012/13; and

WHEREAS, the City Council liaison committee met with representatives of Main Street to negotiate terms for the proposed FY 2012/13 public relations service contract; and

WHEREAS, the negotiated service contract is consistent with both the City's Marketing and Budget goals for FY 2012/13.

THEREFORE BE IT HEREBY RESOLVED that the City Manager is authorized to enter into an extended professional service contract with Paso Robles Main Street for Downtown Promotions and related efforts that support and enhance the downtown small town pedestrian character per the attached Exhibit "A" in accordance with the City's adopted Marketing Plan.

ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 19th day of June 2012 by the following vote:

AYES: Hamon, Strong, Gilman, Steinbeck, Picanco

NOES:

ABSTAIN:

ABSENT:

Duane Picanco, Mayor

ATTEST:

Caryn Jackson, Deputy City Clerk

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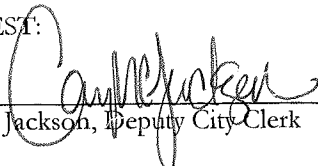
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ABSTAIN:

ABSENT:


Duane Picanco, Mayor

ATTEST:


Caryn Jackson, Deputy City Clerk

**AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES
AND PASO ROBLES MAIN STREET, FOR THE PROVISION
OF DOWNTOWN PROMOTION SERVICES**

THIS AGREEMENT (“Agreement”), effective July 1, 2012, is made and entered into this 19th day of June, 2012, by and between the City of El Paso de Robles (hereafter referred to as “CITY”) and Paso Robles Main Street, (hereafter referred to as “MAIN STREET”).

WHEREAS, MAIN STREET has special knowledge and experience together with available facilities and personnel for the maintenance of an office to provide downtown promotion services necessary to enhance the economic vitality of the City’s historic downtown business area; and

WHEREAS, the CITY desires to have MAIN STREET provide these services in order to facilitate economic development and historic preservation in the downtown area; and

WHEREAS, MAIN STREET is willing to provide the services hereinafter set forth on behalf of the CITY in the manner and for the purpose hereinafter provided.

CITY and MAIN STREET hereby enter into this Agreement to set forth the terms and conditions relating to certain downtown promotion services to be provided by MAIN STREET.

1. MAIN STREET RESPONSIBILITIES. MAIN STREET shall provide and perform the following services and activities during the term of this agreement:
 - A. Carry out the National and State of California Main Street Program in accordance with the guidance and assistance of the State of California and the National Trust for Historic Preservation;
 - B. Adopt an implement a Work Plan, in accordance with the Scope of Work attached as "Exhibit A", reflecting the array of services requested by the CITY;
 - C. Promote downtown Paso Robles as a unit and enhance its economic viability;
 - D. Initiate communication and actively coordinate and cooperate with the Chamber of Commerce, Paso Robles Events Center, the Paso Robles Wine Country Alliance; and the San Luis Obispo County Visitors and Conference Bureau;
 - E. Operate and maintain a professional staff and an office setting for the Paso Robles Main Street Program;
 - F. Identify and implement steps toward increasing non-City financial resources in accordance with MAIN STREET's adopted Work Plan;
 - G. Maintain a board member liaison to the Paso Robles Chamber of Commerce's board and to include a Paso Robles Chamber of Commerce board member as a board liaison to MAIN STREET.
 - H. Provide to the CITY by July 31 of each year an annual report of MAIN STREET's implementation of the adopted Work Plan.
2. COMPENSATION. In consideration of the services performed by MAIN STREET pursuant to this Agreement, and so long as MAIN STREET is not in default under any of the provisions of this Agreement, CITY will make payments to MAIN STREET as follows:
 - A. Commencing with the fiscal year beginning July 1, 2012, the CITY shall appropriate to MAIN STREET the amount of \$70,078 for the fiscal year of 2012/13.

- B. It is understood and agreed that these payments shall be expended for authorized and budgeted MAIN STREET activities only. Funds disbursed under this Agreement will be used for the benefit of the downtown area.
 - C. In the event that the City Council is compelled to reduce General Fund budget expenditures in any given year during the term of this Agreement, the amount of the annual payment under this Agreement for such year shall be reduced by the same percentage as the overall General Fund budget reduction, as determined by CITY. CITY shall notify MAIN STREET of any such reduction as early as is reasonably feasible, and understands that any reduction in CITY's payment may result in a proportionate reduction in MAIN STREET services provided under this Agreement.
 - D. This agreement shall not prevent the CITY from appropriating additional sums for specific projects which the CITY may desire to have performed by MAIN STREET.
3. MAIN STREET'S ANNUAL BUDGET. MAIN STREET shall, by April 1 of each year, submit to the CITY for review by the City Council, a budget and plan for downtown promotion services to be provided by MAIN STREET during the next following fiscal year covered by this Agreement. The budget shall first have been approved by MAIN STREET's Board of Directors.
4. MAIN STREET'S FINANCIAL RECORDKEEPING AND REPORTING. Upon 15 days' notice to MAIN STREET, the CITY shall have the right to audit the books, records, and accounts of MAIN STREET during normal business hours. In addition to the annual reports MAIN STREET is to furnish to the CITY pursuant to Section 1, above, MAIN STREET shall also provide the State of California with required reports on Main Street Program activities.
5. POLITICAL ACTIVITY. MAIN STREET shall not use any monies received under this Agreement for the endorsement, opposition or participation in any political or lobbying activity, including but not limited to, involvement in the support or opposition to any candidate for public office or proposed ballot measure.
6. INDEMNIFICATION, HOLD HARMLESS. MAIN STREET shall indemnify, defend and hold CITY, its members, officers, directors, agents and employees free and harmless from any and all liability, claims, damages, losses and expenses, including attorney fees, arising out of the performance by MAIN STREET of the services provided for hereunder, caused in whole or in part by any act of MAIN STREET, its officers, employees or agents in carrying out the terms of this Agreement.
7. INSURANCE. MAIN STREET agrees to maintain in full force and effect, at its sole cost and expense, during the term of this Agreement the following insurance:
- A. Workers' Compensation in accordance with State law for all of its employees engaged in the work and services to be provided under this Agreement.
 - B. General Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit liability per occurrence with a Two Million Dollars (\$2,000,000) aggregate.

All such insurance policies shall be carried with insurance companies satisfactory to the CITY and shall name the CITY, its officers, agents, and employees as additional insured with respect to the work and services being performed under this Agreement. MAIN STREET shall cause to be furnished to the CITY certificates of insurance stating that such insurance is in full force and effect; that the premiums thereon have been paid; and that the insurance carrier will give the CITY at least thirty (30) days prior written notice of cancellation, termination or modification.

It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by the MAIN STREET or indemnifying party, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to the City.

8. **EVENTS.** MAIN STREET agrees to comply with the City's Facilities Use Agreement standards and protocols when the MAIN STREET organizes events on City property, including the downtown city park. Event insurance coverage shall be provided independently for each event and be subject to the City's Facilities Use Agreement standards. The MAIN STREET shall be independently responsible for the contract/business relationship with vendors at their events, including assurance that they have appropriate insurance coverage and that the vendor has an appropriate City business license in place to participate in the event.

9. **INDEPENDENT CONTRACTOR. NOT AGENT.** Notwithstanding any other representation, oral or written, between the parties, including any and all agents or representatives thereof, MAIN STREET is at all times during the term of this Agreement acting as a free and independent contractor, and shall not be an employee or an agent of CITY.

Except as CITY may authorize in writing, MAIN STREET shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. MAIN STREET shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligations whatsoever.

10. **CONFLICT OF INTEREST.** MAIN STREET shall not enter into any contract or agreement that will create a conflict of interest with its duties to CITY under this Agreement.

No member, official or employee of CITY shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. MAIN STREET warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

11. **LICENSES, PERMITS.** MAIN STREET represents and warrants to CITY that it has, and shall maintain at all times during the term of this Agreement, at its sole cost and expense, all business licenses, permits, qualifications and approvals of whatsoever nature which are legally required for MAIN STREET to provide the services hereunder.

12. **ASSIGNMENT PROHIBITED.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligations pursuant to this Agreement shall be void and of no effect.

13. **NON DISCRIMINATION.** MAIN STREET agrees to comply with all fair employment practice laws of the state and federal government. MAIN STREET covenants and agrees for itself, its successors, its assigns and every successor in interest, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, medical condition, disability, marital status, ancestry or national origin in the provision of any services to be provided by MAIN STREET hereunder, nor shall MAIN STREET or any person claiming under or through MAIN STREET establish or permit any such practice or practices of discrimination or segregation in the provision of any services to be provided by MAIN STREET hereunder.

14. **REVERSION OF FUNDS AND PROPERTY.** During the term of this Agreement should the Paso Robles Main Street, Inc. Board of Directors be dissolved, disbanded, or otherwise cease to function in a manner described in this Agreement, all assets of MAIN STREET shall be disbursed in accordance with

applicable provisions in MAIN STREET's Bylaws. All funds attributable to the CITY, and equipment purchased out of funds provided by the CITY, shall revert to ownership of the CITY. For the purpose of this provision, MAIN STREET shall maintain a written record of, and include as part of each annual report, a listing of capital equipment that has been purchased with the funds provided by CITY.

15. TERM. The term of this Agreement shall be for four successive one-year periods beginning July 1, 2012 and expiring June 30, 2013, unless terminated earlier in accordance with Section 15 or 16 below.
16. DEFAULT. The failure of the parties to abide by any of the terms of this Agreement shall constitute a default under this Agreement. If either party fails to cure any such default within five (5) days of receiving notice from the other party of such default, then this Agreement may be terminated by giving ten (10) days written notice of such termination. Upon any such termination, the final quarterly payment to be paid under Section 2, above, shall be adjusted on a pro rata basis to the date of such termination, and if applicable, MAIN STREET shall immediately return to CITY any amounts previously paid by CITY for any period subsequent to the date of such termination.
17. TERMINATION. In addition to termination pursuant to Section 14 or 15, above, this Agreement may be terminated in whole or in part at any time by either party hereto upon one year's written notice to the other as identified below. In the event of any termination of this Agreement, all rights and obligations of both parties hereto, including without limitation the quarterly payments from CITY to MAIN STREET hereunder, shall terminate as of the date of such termination (and the final payment shall be adjusted on a pro rata basis to the date of such termination).
18. NOTICES. All notices pursuant to this Agreement shall be in writing and mailed, postage prepaid, first class, or personally delivered, to the addresses set forth below, or such other address as a party may designate in writing.
19. FULL AGREEMENT AND AMENDMENT. This document represents the entire understanding between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by a writing signed by both parties.
20. SEVERABILITY. Should any provision of this Agreement be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable. This Agreement shall in all respects be governed by the laws of the State of California.
21. ATTORNEY'S FEES. In the event suit is brought for the enforcement, or interpretation, of this Agreement, the prevailing party shall be entitled to reasonable attorney fees.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first hereinabove written.

THE CITY OF EL PASO DE ROBLES
1000 Spring Street
Paso Robles, CA 93446

PASO ROBLES MAIN STREET, INC.
835 12th Street #D
Paso Robles, CA 93446

By _____
James L. App

By _____
Matt Masia, President

Attest _____

By _____
Norma Moye, Executive Director



Paso Robles Main Street Association

835 12th St. Suite D, Paso Robles, CA 93446 805-238-4103 Fax 805-238-4029

April 16, 2012

Meg Williamson
Assistant City Manager
City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446

RE: Downtown Promotions Contract Renewal

Dear Meg,

The Downtown Paso Robles Main Street Association has also had quite an amazing year. Our Lavender Festival (this year will be our fourth) has grown to over 120 vendors. The Olive Festival brought over 20,000 people through the downtown in 2011 with olive oil dealers that are not only local, but from northern and southern California. And, the response has been phenomenal from tourists who have come to Paso Robles from all over the United States. We are proud of our mix of events that attract both tourists and locals to the downtown.

Our Board of Directors understands the limitations the City is facing and will work diligently to provide the City with the same level of promotions and tourism information as we have in the past while respecting the financial constraints under which we all find ourselves. We are requesting the same budget and same contract period as last year. We are actively seeking sponsorships to secure the advertising necessary to continue our current promotional calendar and committee activities, all of which provide a draw from both tourists and local residence.

I have attached an updated Scope of Work for your review. If you should have any questions, please feel free to call me.

For Better Downtowns Everywhere . . .

Norma Moyer
Executive Director

NM:sca
Encls.



Paso Robles Main Street Association

835 12th St. Suite D, Paso Robles, CA 93446 805-238-4103 Fax 805-238-4029

Downtown Paso Robles Main Street Association 2011 - 2012 TOURISM IMPACTS

The Downtown Paso Robles Main Street Association consists of four committees (Board of Directors/Organizational Committee; Economic Restructuring Committee; Design Committee; and the Promotions Committee) with each committee meeting monthly. During 2011, our corps of volunteers devoted 6,199 hours to events and projects to enhance and beautify the downtown experience (that's over 516 hours per month).

BOARD OF DIRECTORS/ORGANIZATIONAL COMMITTEE:

- Maintain active website: pasoroblesdowntown.org
- Facebook and Twitter postings weekly

ECONOMIC RESTRUTURING COMMITTEE:

- Publish twice-yearly a directory of downtown and associate businesses with an event calendar, farmers' market contact information, and downtown map.
- Publish a Business Planner (guide to opening a business in Paso Robles)
- Publish a brochure (as post on website) entitled FOR LEASE AND SALE DOWNTOWN that is updated monthly

DESIGN COMMITTEE:

- Purchase and maintain downtown holiday decorations
- Maintain the downtown Holiday House and Bandstand in the Downtown City Park for tourists to enjoy
- Published a Historic Walking Tour booklet for tourist that includes photos and history
- Purchase pole brackets and banners advertising what is available downtown (SHOPPING, WINE-TASTING, FINE DINING, Etc.)
- Annual Spring Clean Up event held each April to encourage shop owners to tidy up in front of their place of business. (This event includes volunteers cleaning commemorative pavers, sidewalks, planter barrels, etc.)
- Purchased and installed downtown benches and bike racks.
- Commemorative Pavers - installed by volunteers.
- Maintain downtown information kiosk with posters on events and information brochures for tourists as well as a volunteer group that keeps TAKE ONE boxes full of downtown directories for tourists' benefit.

PROMOTION COMMITTEE:

- Organize and promote over 20 events held in the downtown each year, bringing over 20,000 people to the Annual Olive Festival alone. In order to not overlook our best tourist, the people that live and work in our community, we sponsor several smaller events throughout the year to keep customers coming downtown to shop and socialize.



Paso Robles Main Street Association

835 12th St. Suite D, Paso Robles, CA 93446 805-238-4103 Fax 805-238-4029

April 16, 2011

Downtown Paso Robles Main Street Association

Contract Scope of Work Update

Four Main Street Points: Organization, Promotion, Economic Restructuring & Design

- Completed over 20 annual promotions in the Downtown, expanding some and attracting tourists as well as local residents to the downtown. (2012 Calendar of Events is attached)
- Provide many costumes for events & storage.
- Co-Host monthly Business Mixers for local merchants, staff and city officials
- Quarterly newsletter covering events and activities in the downtown.
- Print (twice a year) a Directory of Business with a Calendar of Events and Downtown Map.
- Deliver Downtown Directories through the kiosk, several TAKE ONE Boxes in the downtown, and to both the eastside and westside wineries
- Business Planner – a guide to locate new businesses in downtown Paso Robles which is provided to prospective new businesses opening downtown.
- Welcome book of membership and downtown information for new businesses .
- Keep City informed on new businesses in the Business Improvement Assessment district (BIA) of new businesses opening and business closing in the downtown.
- Promote downtown through radio, news media, TV, fliers, posters, email, Facebook, Twitter, Webpage
- Maintain the downtown kiosk with information on restaurants, hotels, museums, and events taking place in Paso Robles
- Provide tourist information on events and the area by telephone, mail and in person.
- Local speakers at our monthly Economic Restructuring Committee meetings.
- Update monthly our FOR LEASE OR SALE DOWNTOWN brochure distributed through the kiosk, our office, deliver to all local real estate offices, and post in the downtown kiosk.
- Worked with Paso Robles Phone & Wireless (Verizon) to conduct FREE CELL PHONE CLASSES monthly
- Mail out a monthly calendar of events to our membership and local officials and media
- Update and print a RESTAURANT GUIDE and a WINE TASTING ROOM GUIDE distributed throughout the city.
- Keep the downtown and member merchants informed of activities in the downtown through weekly deliveries by volunteer Block Captains.
- Completed a new Walking Tour booklet and provide the current Walking Tour booklet free to tourists.
- Spring Clean Up by volunteers of the downtown: Commemorative Bricks are placed and cleaned. Planter barrels provided to businesses
- Provide the downtown Christmas Holiday decorations on street light poles, Santa Claus, toys for those seeing Santa, pole banners and brackets.
- Clean and maintenance repairs to the City Park Gazebo and Holiday House by volunteers.
- Provide downtown docent tours as requested by the City.
- Provide bike racks, new benches, and bench repairs in the downtown.
- Track volunteer hours for all Main Street events and volunteer projects
- Partnerships:
 - Paso Robles Promotions Coordination Committee; Paso Robles Art Association (Arte de Tiza); California Mid-State Fair (Free Pancake Breakfast); Paderewski Festival Committee (Elegant Evening Downtown); Central Coast Lavender Growers Association (Lavender Festival); local schools; El Paso de Robles Area Historical Society; Festival of the Arts; SLO Shopping Channel.
- Certified as a National Main Street City by the National Trust For Historic Preservation 2012

Downtown Paso Robles Main Street Association

2012

FEBRUARY

- 12 VALENTINE MOVIE NIGHT -**
Sun., 7 pm - Movie: "Bringing Up Baby"
PARK CINEMAS (1100 Pine St) Tickets \$12
Chocolate/ Champagne OR Popcorn & Soda

MARCH

- 4 WEDDING & SPECIAL EVENT EXPO,**
Sun., 11am-3pm Paso Robles Inn
Ballroom
- 31 HOP TO IT — VISIT THE EASTER BUNNY,** Sat., 11am-2pm Downtown City Park Holiday House.

APRIL

- 28 VINTAGE SIDECAR RENDEZVOUS, RECYCLED TREASURES & ANTIQUE MOTORCYCLES** Sat., 9-3, City Park

MAY

JUNE

- 1,2,3 BEARCAT BOOSTERS BBQ FUN FEST & KIDSDAY IN THE PARK,** Fri. June 1st (12 noon to 8 pm), Sat. June 2nd (10 am - 8 pm) & Sun. June 3rd (12 noon to 6 pm) - City Park BBQ Cook Off & Beer/Wine Garden all three days; Friday evening Free Concert (Steve Sturgis & Roadhouse) 5 pm; Saturday, a day of crafters, entertainment and information for families. Benefits PR Bearcat Boosters Athletic Programs & Downtown Main Street Assoc.
- 15, 22 & 29 -- CONCERTS IN THE PARK**
Fri., 5:30 - 7:30 pm (Food/Music)
- 23 TRADING DAY & KIDS' FLEA MARKET** (3rd -8th Grade), Sat., 9-3, City Park

JULY

- 14 LAVENDER FESTIVAL (4th Annual)**
Sat., 10 - 5, City Park; Lavender vendors, food, demos, music. Admission is Free
- 6,13, & 20 --**
CONCERTS IN THE PARK
Fri., 5:30 - 7:30 pm (Food/Music)
- 26 FREE PANCAKE BREAKFAST,**
Thurs., 7:30 - 10:30 am, City Park (Partner w/ Mid-State Fair, local farms, local granges)

AUGUST

- 3, 10, 17, & 24 --**
CONCERTS IN THE PARK
Fri., 5:30 - 7:30 pm (Food/Music)
- 17 Pre-OLIVE FESTIVAL SOCIAL MIXER -** Fri., 6 to 8 pm La Quinta Inn For Tickets, call 238-4103
- 18 OLIVE FESTIVAL (9th Annual)**
Sat., 10 am - 5 pm - City Park Olive Oil, Head-to-head Cook-Off, Cooking Contest, Artists, Crafters, Wine Tasting!

SEPTEMBER

- 9 PAJAMA PARTY MOVIE -**Sun., 7 pm
Movie: "TBA" PARK CINEMAS
1100 Pine St. Tickets \$10
(incl. popcorn/soda) 238-4103
Pajama Costume Contest - Awards!
- 15 TASTE OF DOWNTOWN**
Sat, 11 am-4 pm; ARTE DE TIZA, starts 8 am (partner w/ PR Art Assn. - City Park

OCTOBER

- 6 PIONEER DAY**
- 20 GOLDEN OAK FESTIVAL (16th Annual)** Sat., 9-3, City Park, Free Admission; Antiques, Crafts 4—8 pm: Chili Cook Off, Beer Tasting & Battle of the Garage Bands
- 31 SAFE & FUN HALLOWEEN DOWNTOWN,** Wed., 4-7 Stores, Holiday House—Carved Pumpkin Contest

NOVEMBER

- 10 ELEGANT HOLIDAY EVENING DOWNTOWN,** Sat., 5 - 8 pm
- 10 PADEREWSKI FESTIVAL**
Sat., Noon - 5 pm Paso Robles Inn Recitals-Exhibits-Gala Concert, 8 pm
- 23 HOLIDAY CRAFT BAZAAR**
Fri., 10 am to 4 pm City Park
- 23 26th Annual DOWNTOWN LIGHTING CEREMONY,**
Fri., 5:30 pm, City Park

DECEMBER

- 1 51st Annual CHRISTMAS LIGHT PARADE,** Sat., 7 pm, Theme: "Christmas Past... Christmas Present"
- 8 26th Annual VINE STREET VICTORIAN SHOWCASE,**
Sat., 6-9 pm (Partner w/ Historical Society)
- 15 22nd Annual VICTORIAN TEDDY BEAR TEA,** Sat., 2 - 4 pm, Paso Robles Golf Club (Tickets-238-4103)



January							February							March							April						
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September							October							November							December									
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WHERE EVERYBODY COMES TOGETHER

835 12th Street #D (Norma's Way)
Paso Robles, CA 93446
805-238-4103 Fax 805-238-4029
mainstreet@tcsn.net
www.pasoroblesdowntown.org