



For Staff Use Only

File No. _____

Staff Approval _____

CC Approval _____

CITY OF MERCED

City-Owned Real Property Use Permit Application

A fee of \$35.00 must accompany this Real Property Use Application to cover cost of processing. This is not a business license fee. Other fees through Fire or other City departments may be applied based on type of use. All fees shall be paid a minimum of one week prior to date of use, but please get your application in as soon as possible prior to the event. City staff can approve events which do not involve the sale or service of alcohol, but if alcohol is involved, your application will need to be forwarded to the City Council for approval. Such a request that takes City Council approval must be turned in at least SIX WEEKS prior to the event.

Date: 01/19/2025

Name of Organization: Vatthanaatham Lao Foundation

Non-Profit I.D. number: 97-3121333

Organization Address: _____

Mailing Address (if different): _____

Contact Person: Chris Bounlangon Phone Number: _____

Site Location: Parking Lot between Bangkok Thai Restaurant & Maria Mexican kitchen

APN Number: _____

Type of Use / Description of Event (include whether or not alcohol will be served):

Event Name: Downtown Lao New Year Description: Lao New Year celebration and parade.

THIS EVENT WILL SELL OR SERVE ALCOHOL: Yes X No _____

ELECTRICITY? We Request City-supplied electricity Yes _____ Not needed/other arrangements X

CITY SPECIAL EVENT REFUSE SERVICE NEEDED? Yes X No _____

Dates and Times of Use (include time for setup and takedown as well as event time):

Use start/end times: May 16, 2025 @ 3pm - May 17, 2025 @ 11pm

Event start/end times: May 17, 2025 @ 9am - 10pm

***Applicant shall attach a Location Map to this application as well as a Business License application.**

INDEMNIFICATION: The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend (with counsel selected by the City) such governmental entity. City shall promptly notify the developer/applicant of any claim, action, suits, or proceeding. Developer/applicant shall be responsible to immediately prefund the litigation cost of the City including, but not limited to, City's attorney's fees and costs. If any claim, action, suits, or proceeding is filed challenging this approval, the developer/applicant shall be required to execute a separate and formal defense, indemnification, and deposit agreement that meets the approval of the City Attorney and to provide all required deposits to fully fund the City's defense immediately but in no event later than five (5) days from that date of a demand to do so from City. In addition, the developer/applicant shall be required to satisfy any monetary obligations imposed on City by any order or judgment.

INSURANCE: Prior to engaging in the event, Event Sponsor shall complete and file with the City a special events, general liability and automobile policy of at least \$500,000 combined limit for bodily injury and property damage which covers the entire event. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this special events, general liability and automobile coverage, naming the City and its officers, agents, and employees as additional insureds, must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City.

COMMUNICABLE DISEASE WAIVER AND RELEASE: Undersigned waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 (Coronavirus) or other communicable disease that occurs, or is alleged to occur, during the event. Undersigned also agrees to defend, indemnify, and hold the City harmless from any and all claims, causes of action, allegation, or assertions made against the City or the City's employees arising from or relating to actual or alleged infection occurring during the event, except where caused by the sole negligence or willful misconduct of the City.

REFUSAL OR REVOCATION OF PERMIT: Failure to comply with any law, rule or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such case, shall have the right to appeal said revocation to the City Council.

The undersigned declares under penalty of perjury that he/she has the authority to sign for and bind the Event Sponsor to the conditions imposed by the City upon the granting of this Application.

Signature: X [Signature]

Print Name: Chris Bounlangsy

Date: 01/19/2025

NOTE: Falsification of this application is a misdemeanor and grounds for revocation of any permit.

For City Department Use Only

Proof of Non-Profit Status _____ Insurance _____

Location Map _____ Indemnification _____

Fees paid _____

Receipt # _____

By: _____

Approved _____ Denied _____ Approved _____ Denied _____

Planner

Date

Fire Chief

Date

Instructions for Completion
City-Owned Real Property Use Permit Application

1. ***Name of Organization*** – Name of non-profit organization requesting permit.
2. ***Non-Profit I.D. Number*** – Proof of non-profit status, as provided by the State of California.
3. ***Organization Address*** – Organization's permanent address including City and State.
4. ***Mailing Address*** – Mailing address if different than above.
5. ***Contact Person*** – Name of representative who can answer questions.
6. ***Phone Number*** – Phone number of organization or organization's representative.
7. ***Site Location*** – Identify exact location of site to be used.
8. ***Type of Use/Event Description*** – Describe the purpose for which the site will be used and identify item(s) to be sold or service to be performed.
9. ***Dates of Use*** – identify the dates site will be in use.
10. ***Fees*** – Following submittal of application, permit Agent shall calculate all fees required. Fees are payable to the City of Merced prior to issuance of permit.
11. ***Required Attachments*** – Applicant shall attach to the application the following:
 - a. Original, signed Certificate of Insurance;
 - b. Completed Business License application
 - c. Location Map clearly indicating desired site and all structures, tables, etc., surrounding uses,
 - d. Site layout showing position of signs, vehicles, campers, tents, etc.;
 - e. Proof of non-profit status, as provided by the State of California.
12. ***Signature*** – Individual applying for the permit shall sign and date application.

LIQUOR LIABILITY INSURANCE -POLICY-

YOU HAVE APPLIED FOR STREET CLOSURE/PARKING LOT CLOSURE AND HAVE INDICATED THAT ALCOHOLIC BEVERAGES WILL EITHER BE SERVED OR SOLD AS PART OF THE FUNCTION OR ACTIVITY BEING CONDUCTED AT THIS EVENT.

THE MERCED CITY COUNCIL HAS ADOPTED ORDINANCE #1941 CHAPTER 12.42 TEMPORARY STREET CLOSURES WHEREAS WHEN ALCOHOLIC BEVERAGES ARE TO BE SERVED OR SOLD, THE GROUP OR INDIVIDUAL SHALL BE REQUIRED TO COMPLY WITH ALL OTHER LAWS RELATING TO THE SALE OF ALCOHOLIC BEVERAGES.

FOR GROUPS SELLING ALCOHOLIC BEVERAGES AT A FUNCTION OR ACTIVITY, WE RECOMMEND THAT YOU CONTACT YOUR INSURANCE CARRIER TO OBTAIN SPECIFIC INFORMATION ON COVERAGE OR CONSIDER CONTRACTING WITH A CATERER WHO ALREADY HAS THE NECESSARY PERMITS, LICENSES, AND INSURANCE COVERAGE.

WHETHER YOU SELL OR SERVE ALCOHOLIC BEVERAGES, IT IS YOUR RESPONSIBILITY OR YOUR GROUP'S RESPONSIBILITY TO COMPLY WITH THE RULES AND REGULATIONS OF THE CALIFORNIA STATE DEPARTMENT OF ALCOHOL BEVERAGE CONTROL WITH REGARD TO OBTAINING THE NECESSARY LICENSES OR PERMITS. SHOULD YOU HAVE ANY QUESTIONS REGARDING THE REQUIREMENT FOR A LICENSE OR PERMIT, YOU SHOULD CONTACT THE CALIFORNIA STATE DEPARTMENT OF ALCOHOL BEVERAGE CONTROL, 31 EAST CHANNEL STREET, ROOM 168, P. O. BOX 150, STOCKTON, CALIFORNIA 95201; TELEPHONE (209) 948-7739.

I CERTIFY THAT I HAVE READ AND REVIEWED THE LIQUOR LIABILITY POLICY OF THE CITY OF MERCED AND WILL COMPLY WITH THESE REQUIREMENTS.

SIGNATURE



DATE

01/19/2025

EVENT DATE

Law New Year Celebration

LOCATION OF EVENT

235 West Main Street Merced, CA 95340

Request to Borrow City-Owned Equipment

For Administrative Use Only:

- ☐ Event within City Limits
- ☐ Equipment Available
- ☐ Director Approval _____

Requestor:

Name:

Chris Bounlangsoy

Phone:

Business Entity:

Vatthanatham Lao Foundation

Email Address:

Event Name/Description:

Lao New Year Celebration

Event Location: (must be within City limits)

235 West Main Street Merced, CA 95340

Services Requested:

Requestor must call **Public Works at (209) 385-6800** to request these services:

- Electricity at Bob Hart Square for Approved Event
- Special Events Refuse Service

Items Requested: Subject to availability. Limit 50 Cones & 20 Barricades per event.

☐ Cones (Quantity: _____)

☒ Barricades (Quantity: 20)

Dates Requested: May 16, 2025 (check out) to May 19, 2025 (check in)

Note: Requestor must pick-up and drop-off equipment between 7:30 AM and 2:00 PM weekdays.

Acknowledgement:

CHECK-OUT:

The quantity of items listed above have been received by requestor. Requestor acknowledges responsibility to replace any damaged or missing equipment.



REQUESTOR Signature

01/19/2025

Date

CHECK-IN:

- ☐ All items have been returned.
- ☐ Both parties acknowledge the following items are missing or damaged: _____

REQUESTOR Signature

Date

CITY EMPLOYEE Signature

Date