



Legislation Details (With Text)

**File #:** 24-314      **Version:** 1      **Name:**

**Type:** Consent Item      **Status:** Passed

**File created:** 3/25/2024      **In control:** City Council/Public Finance and Economic Development Authority/Parking Authority

**On agenda:** 4/15/2024      **Final action:** 4/15/2024

**Title:** SUBJECT: Approval of Street Closure Request #24-05 by the Merced County Hispanic Chamber of Commerce to Host a Vendor Fair Event (El Mercado), Located on W. Main Street Between M Street and Martin Luther King Jr. Way, Canal Street Between Main Street and W. 18th Street, Including Bob Hart Square on Thursday, May 2, 2024, From 3:00 p.m. to 10:00 p.m. and Approval of a Request for a City of Merced Co-Sponsorship

REPORT IN BRIEF

Considers approving a request by the Merced County Hispanic Chamber of Commerce for the closure and use of City streets and Bob Hart Square on Thursday, May 2, 2024, for a Vendor Fair Event (El Mercado). The request seeks approval to close W. Main Street, between M Street and Martin Luther King Jr. Way, Canal Street between Main Street and W. 18th Street, including Bob Hart Square from 3:00 p.m. to 10:00 p.m. The application also includes a request for City of Merced Co-Sponsorship.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the street closure of W. Main Street between M Street and Martin Luther King Jr. Way, Canal Street between Main Street and W. 18th Street, and the use of Bob Hart Square on Thursday, May 2, 2024, from 3:00 p.m. to 10:00 p.m.; and,

B. Approving City of Merced Co-Sponsorship, subject to the Conditions of Approval outlined in the Administrative Staff Report.

Sponsors:

Indexes:

Code sections:

**Attachments:** 1. Location Map.pdf, 2. Site Plan.pdf, 3. Notification of Pending Street Closure.pdf

Date	Ver.	Action By	Action	Result
4/15/2024	1	City Council/Public Finance and Economic Development Authority/Parking Authority	approved	Pass

Report Prepared by: Jessie Lee, Development Services Technician II, Planning Division

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closure and use of City streets and Bob Hart Square on Thursday, May 2, 2024, for a Vendor Fair Event (El Mercado). The request seeks approval to close W. Main Street, between M Street and Martin Luther King Jr. Way, Canal Street between Main Street and W. 18<sup>th</sup> Street, including Bob Hart Square from 3:00 p.m. to 10:00 p.m. The application also includes a request for City of Merced Co-Sponsorship.

## RECOMMENDATION

**City Council** - Adopt a motion:

A. Approving the street closure of W. Main Street between M Street and Martin Luther King Jr. Way, Canal Street between Main Street and W. 18<sup>th</sup> Street, and the use of Bob Hart Square on Thursday, May 2, 2024, from 3:00 p.m. to 10:00 p.m.; and,

B. Approving City of Merced Co-Sponsorship, subject to the Conditions of Approval outlined in the Administrative Staff Report.

## ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to modifications as conditioned by Council; or,
3. Deny the request completely; or,
4. Refer back to staff for reconsideration of specific items as requested by Council; or,
5. Continue item to a future Council meeting (date and time to be specified in City Council motion).

## AUTHORITY

City of Merced Charter Section 200; California Vehicle Code (CVC) Section 21101(e), as follows:

“CVC 21101. Local authorities, for those highways under their jurisdiction, may adopt rules and regulations by ordinance or resolution on the following matters:

*(e) Temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.”*

## CITY COUNCIL PRIORITIES

Not applicable.

## DISCUSSION

### Requested Streets and City Facilities

The applicant requests the use of City streets and facilities as listed below and illustrated on Attachments 1 and 2:

Thursday, May 2, 2024, from 3:00 p.m. to 10:00 p.m.:

- W. Main Street, between M Street and Martin Luther King Jr. Way
- Bob Hart Square Park
- Canal Street, between W. Main Street and W. 18<sup>th</sup> Street

## Event Description

### EL MERCADO:

The Mercado started in 2021 on Cinco de Mayo (Wednesday, May 5, 2021), with the monthly events following on the first Thursday of each month, with the closing event in October. This year, the Mercado is proposing a bi-monthly schedule beginning in May.

The applicant proposes to close W. Main Street between M Street and Martin Luther King Jr Way, Canal Street between Main Street and W. 18<sup>th</sup> Street, and the use of Bob Hart Square Park for their exclusive use, on May 2, 2024, from 3:00 p.m. to 10:00 p.m. The Mercado event will begin at 6:00 p.m. to 9:00 p.m. (Attachments 1 and 2).

Vendor tables will be set up along the edge of W. Main Street and Canal Street within the street closure area (Attachment 2).

The event sponsor will need to provide their own electricity, if necessary, for the vendor tables or activities occurring in the street closure area (W. Main Street and Canal Street). If use of City-supplied electricity is requested for use in Bob Hart Square during the event, the event sponsor will be responsible for making arrangements prior to the event with appropriate City staff to make the electricity hookups available (Condition #16).

Security guards are required to be provided at a minimum ratio of one guard per one-hundred guests since no alcohol is proposed, as is normally required by the Police Department (Condition #7).

The applicant is required to notify all businesses and residences affected by the street closure within one-half mile with information on the range of time that the street will be closed and the reason, prior to each scheduled event. This notice(s) must be given at least seventy-two (72) hours prior to the street first being closed off. The applicant must then confirm with Planning Department staff that this notice was distributed to those businesses and residences (Condition #6 and Attachment 3).

## Conditions of Approval

The event and street closure will be subject to the following conditions, if approved:

1. By applying for the street closure and use of City-owned real property, the Permittee shall agree to indemnify, protect, defend (with counsel selected by the City), save, and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers, and participants during performance of the Event, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, and volunteers, except for loss caused solely by the gross negligence of the City. Acceptance by City of insurance certificates and endorsements required for this Event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been

determined to apply.

2. Prior to engaging in the event, Event Sponsor shall provide the City with a Certificate of Liability Insurance evidencing coverage in an amount of no less than \$500,000 for property damage and \$500,000 for personal injury or a minimum combined single limit coverage of \$500,000. 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 coverage, naming the City of Merced, its Officers, Employees, and Agents 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. Certificates of Insurance shall also be provided for Automobile insurances of all automobiles used for the event. If the Event Sponsor has any employee(s), full workers' compensation insurance shall be provided with a limit of at least \$100,000 for any one person as required by law. With the consent of the City, the applicant(s) may make use of the City's insurance for the event.
3. 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.
4. The applicant shall comply with all applicable statutes, ordinances, rules, regulations, etc., including all requirements of the City of Merced Fire Department and obtain all necessary Fire permits for any vendor canopies or tents being used within the street closure.
5. Event sponsor shall provide and maintain a minimum 22-foot-wide emergency vehicle access path into and through the street closure area at all times via movable barriers. Fire hydrant access shall not be blocked at any time whatsoever.
6. Event sponsor shall contact all businesses and residences affected by the street closure(s), advising them of the hours, conditions, and reason thereof within one half-mile of the encroachment area at least seventy-two (72) hours prior to the event. Event Sponsor shall provide the City confirmation that the proper notification was given (Attachment 3).
7. Adequate supervision and security throughout the event perimeter shall be provided by the event sponsor to ensure the safety of event participants and the public, as required by the City of Merced Police Department. Since no alcohol has been proposed, security guards shall be provided at a minimum of one guard per each one-hundred guests.
8. The Merced City Police Department or their designee has the authority to immediately cancel all activities requested with this street closure if there is a police or other emergency incident in the area. Application fees are non-refundable.
9. Event sponsor shall be responsible for placing and removing all approved traffic barricades and posting of parking restrictions where street is closed as required by the City of Merced Police Department. "No Parking" signs shall be posted at least twenty-four (24) hours prior to towing of vehicle(s) per California Vehicle Code Section 22651(m). All barricades and signs shall be removed by the event sponsor immediately following the end of the event.
10. Event sponsor shall be responsible for dismantling and removing all equipment, temporary

structures, trash, and debris within and around the closure area generated by the event prior to the expiration of the closure permit.

11. Noise from music or other activities shall be kept to a minimum, so as not to disturb the nearby residential loft units. Music shall not be played later than 9:00 p.m.

12. Event sponsor shall be responsible for ensuring that all independent vendors and services involved with the event obtain or already possess a current City of Merced business license and shall provide a list of all vendors including business license number to the Planning Department the week of the event date.

13. Event sponsor and all food vendors and caterers shall comply with all requirements of the Merced County Environmental Health Department with regards to the preparation and serving of food and drink.

14. Event sponsor shall provide access to disabled-accessible restrooms, as required by the California Building Code.

15. Event sponsor shall arrange and pay for special Event City Refuse service, or provide other suitable means for trash collection, as deemed appropriate by the City of Merced Public Works Department/Refuse Division.

16. Event Sponsor shall be responsible for making timely arrangements with the City's Public Works staff to turn the electrical power supply in the park on and off before and after the event. The Event Sponsor shall provide generators, if needed, for the vendor tables and activities occurring within the street closure on W. Main Street, between M Street and Martin Luther King Jr. Way, Canal Street between Main Street and W. 18<sup>th</sup> Street.

17. Any temporary modifications of the City's electrical system in the park shall be approved by City staff. Only a State-licensed electrician shall be permitted to make any such modifications. All modifications shall be completely removed and reverted back to the original system after the event.

18. All other provisions addressed in Ordinance #1941 Chapter 12.42 (Temporary Street Closures) shall apply.

19. Event Sponsor shall not use permanent marking on the streets to identify booth spaces or other uses.

20. Any temporary modifications to City Street shall be removed and revert to its original state no later than the following day.

21. In addition to booth spaces for the Fire and Police Department, the City shall receive an additional four (4) booth spaces at no charge. The additional booth spaces shall be located adjacent to the Bob Hart Square or along Canal Street.

22. The City of Merced's Tower Logo shall be included on all print and social media advertising and shall be the largest logo on the advertisement.

23. The City of Merced's name shall be identified as a co-sponsor on all media outlets such as radio

ads, television ads, or media interviews.

24. During the event, the City of Merced shall be identified as a co-sponsor when an MC, DJ, or other official user is thanking sponsors.

25. The event sponsor is responsible to dispose of any trash or debris generated from the event. This is to include the no parking signs attached to trees and light poles prior to the expiration of the closure permit.

### **IMPACT ON CITY RESOURCES**

With the concurrence of the City Council, the event will be co-sponsored by the City of Merced and City insurance will be used to fulfill insurance requirements for the event, waiver of application fees, use of City equipment, access to power in Bob Hart Square, and the use of City Police for security during the event.

The use of City Police will result in overtime and City Police Staff rates are as follows; Sergeant \$56.1293, Senior Officer \$46.2211, and Community Services Officer \$33.4490. This does not include the Administrative Assistant and Explorers who are volunteers. Security guards shall be provided at a minimum of one guard per one-hundred guests (Condition #7).

### **ATTACHMENTS**

1. Location Map
2. Site Plan
3. Notification of Pending Street Closure