



Legislation Text

File #: 24-118, Version: 3

Report Prepared by: Jennifer Flachman, Senior Management Analyst, Public Information Officer

SUBJECT: Approval of Street Closure Request by Hincapie Events, LLC, to Host the Rescheduled Gran Fondo Hincapie Merced Bike Event, Family Festival & Expo on March 16, 2024. Closures Include N Street to West Main to West 18th Streets, N Street to West 18th Street to Mid West 19th Street Block on Friday, March 15, 2024 from 7 AM to 1 PM, Street Closures Include N Street From West 18th Street to West 19th Street. This will be in Effect Throughout the Event From 7AM Friday Through 7 PM, Saturday March 16th

REPORT IN BRIEF

Considers approving a request from Hincapie Events, LLC, to Host the rescheduled Gran Fondo Hincapie Merced Bike Event, Family Festival & Expo on March 16, 2024. Closures include N Street to W. Main to W. 18th Streets, N Street to W. 18th St. to Mid W. 19th St Block on Friday, March 15, from 7 am to 1 pm, Street Closures Include N Street from W. 18th Street to W. 19th Street. This will be in effect throughout the event from 7am Friday through 7 pm, Saturday March 16th.

RECOMMENDATION

City Council - Adopt a motion approving the street closure requests Closures include N Street to W. Main to W. 18th Streets, N Street to W. 18th St. to Mid W. 19th St Block on Friday, March 15, from 7 am to 1 pm, Street Closures Include N Street from W. 18th Street to W. 19th Street. This will be in effect throughout the event from 7am Friday through 7 pm, Saturday March 16th.

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

Merced Unity Project - Community Programs, Events, and Messaging

DISCUSSION

Event Background

On October 3, 2022, Council approved a participation agreement to host the 2023 Gran Fondo Hincapie-Merced Bike Race, Family Festival & Expo on March 18, 2023, for an Amount not to Exceed \$50,000, Council authorized the acceptance of donations up to \$24,000, and to appropriate the same to offset the not to exceed amount of \$50,000.

In January 2023 event organizers determined that storms and flooding made the course unsafe for participants and postponed the March 18, 2023, event to March 16, 2024.

Street Closure Details

- Wednesday, March 13, a section of the City Parking Lot at 18th and N Streets marked “Boneyard & Event Vehicles” will close for staging and event delivery vehicles.
- Thursday, March 14, Festival and Expo Area #1 will close for event preparation. the remaining section of the City Parking Lot on 18th and N Streets will be closed for Festival and Expo set up, and restroom delivery
- Friday, March 15, from 7 am to 1 pm, street closures include N Street from W. 18th Street to W. 19th Street.
- Saturday, March 16, from 5 am to 7 pm, N Street closures in both directions from W. Main to W. 19th Streets. Additionally, Northbound lanes will be closed from W. Main to W. 21st from N Street Crossings at W. 18th, W. 19th, W. 20th.

Saturday - Day of Event - the day’s racing activities include three routes: Piccolo Route, Medio, and Grand Routes

GFH - Piccolo Route: N Street, W. 20th Street, M Street, W. 18th Street. Intersections outside of the hard closures shall be controlled by Merced Police and will have intermittent intersection control.

GFH - Medio and Gran: M Street to N. Bear Creek Drive, McKee, Old Lake Road to outside city limits. Intersections outside of the hard closures shall be controlled by Merced Police and will have intermittent intersection control.

Refer to Attached Hincapie Routes 2024.

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. Hincapie Events Provided Insurance. Throughout the Term of this Agreement (including any extensions thereof), Hincapie Events shall provide and maintain, at its expense, the following insurance policies which shall protect the Hincapie Events Parties on a primary basis from any and all Claims arising out of or in connection with respect to the staging of each Event and the obligations of Hincapie Events pursuant to this Agreement:

- Event Liability insurance (inclusive of CGL as well as auto liability) of with limits not less than \$1,000,000 each occurrence and \$3,000,000 in the aggregate
- Auto Liability & Physical Damage insurance covering Claims arising out of the use, operation or maintenance of any vehicle (whether owned, non- owned, leased, hired or borrowed) by Hincapie Events, with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage
- Workers' Compensation insurance covering Hincapie Events' employees with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident
- Umbrella and/or Excess Liability insurance with limits not less than \$3,000,000 each occurrence shall apply in excess of and on a following form basis to the primary Commercial General Liability, Automobile Liability and Employer's Liability policies; and

Any other insurance necessary and appropriate for the staging of the Event as determined by Hincapie Events. All such insurance to be maintained by Hincapie Events shall (1) be primary with respect to Claims arising out of the Hincapie Events' staging of the Event and the obligations of Hincapie Events pursuant to this Agreement; (2) be written by insurance companies with ratings of "A" or better in the latest edition of the A.M. Best key rating guide; and, (3) provide that coverage may not be materially changed, reduced or cancelled unless thirty (30) days prior written notice thereof is furnished to Host.

Policies (1), (2) and (4) above shall be endorsed to name Host, its officers, officials, employees and agents as Additional Insureds with respect to the negligent acts or omissions of Hincapie Events.

At least 15 days prior to the Event, Hincapie Events shall provide Host with a certificate of

insurance certifying that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

3. Hincapie Events Optional Insurance. Hincapie Events may, but shall not be obligated to, secure Event Cancellation insurance providing reimbursement of insured losses if the Event does not take place, in whole or in part, due to any Act of God or other event beyond the control of Hincapie Events and those other circumstances set forth in Sections 21 and 22 of this Agreement. Covered perils may include adverse weather conditions; natural disasters; outbreak of disease; damage to or loss of venue; unavoidable transportation delays; non-appearance of key participants due to death, injury or illness; situations which pose significant danger to the public or Event participants; and other causes beyond Hincapie Events' control which are not specifically excluded under the policy. Notable exclusions will include war, civil commotion, riot, martial law, seizure, or radioactive/nuclear contamination; poor event planning and management; fraud, misrepresentation or concealment. All event cancellation proceeds shall constitute the property of Hincapie Events. Hincapie Events' obligation to secure Event Cancellation insurance is limited to the extent such coverage is available at a reasonable cost in the sole discretion of Hincapie Events.

4. City Provided Insurance. Throughout the Term of this Agreement (including any extensions thereof), Host shall provide and maintain, at its expense, the following insurance policies (or in the event Host is self-insured, a program of insurance), which shall protect Host, Hincapie Events, and the Hincapie Events Parties on a primary basis from any and all Claims arising out of or in connection with Host's activities, operations, representations and warranties, rights, obligations and duties of Host pursuant to this Agreement:

General Liability insurance with limits not less than \$1,000,000 each occurrence and \$3,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, products-completed operations, personal and advertising injury, premises damage legal liability, liquor liability (if applicable), property damage and bodily injury liability (including death);

(1). Auto Liability & Physical Damage insurance covering Claims arising out of the use, operation or maintenance of any vehicle (whether owned, non- owned, leased, hired or borrowed) by Host, with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage;

(2). Workers' Compensation insurance covering Host's employees with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit;

Umbrella and/or Excess Liability insurance with limits not less than \$3,000,000 each occurrence shall apply in excess of and on a following form basis to the primary Commercial General Liability, Automobile Liability and Employer's Liability policies;

Any other insurance necessary and appropriate for covering Host's activities, operations, representations and warranties, rights, obligations and duties pursuant to this Agreement. All such insurance to be maintained by Host shall (1) be primary to and non-contributory with any insurance maintained by Hincapie Events and the Hincapie Events Parties; (2) be written by insurance companies with ratings of "A" or better in the latest edition of the A.M. Best key rating guide; and (3) provide that coverage may not be materially changed, reduced or

cancelled unless thirty (30) days prior written notice thereof is furnished to Hincapie Events.

Policies (1), (2) and (4) above shall be endorsed to name Hincapie Events and the Hincapie Events Parties (as defined in Section 8(c) of this Agreement) as Additional Insureds with respect to the negligent acts or omissions of Host.

At least 15 days prior to each Event, Host shall provide Hincapie Events with a certificate of insurance certifying that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

As a partner of Hincapie Events for the Gran Fondo Hincapie Merced, Host is required to provide the support described in the attached excerpt from the proposal made by Hincapie Events to the City, in addition to the following:

Ride Operations

1. Police Services - Local (city and/or county) police services and related costs including any formal traffic plans are the responsibility of the Host. In coordination with California Highway Patrol (CHP), Caltrans, as well as the Event's motor and road marshals and in conjunction with the local volunteer program, local police provide safe road closures, which may include fixed-post positions, traffic control, crowd control, enforcing no-parking zones and maintaining general public safety.

2. Public Works and Road Services - Local public works and road services are the responsibility of the Host. The City will absorb the cost for all services within the city limits. These services are necessary to support police efforts to ensure road closures and the safety of the course. These services include:

- Detours and detour equipment
- Barricades
- Cones
- Printing/posting of 'No Parking' signs
- Removal/restoration and street repair

3. Permit Services - All fees associated with city permits and permit requirements for the operation of the event are to be procured by the Host venue on behalf of the Event.

They include, but are not limited to:

- City and County permits for stages, tents, electrical, health, encroachment, sound and road closures
- Parking - both on and off the street
- Road closures and use - closure and use of roads for setup and racing (includes permits for construction of staging, tents, wiring and electrical, portable generators, power equipment and a forklift)
- Special and ancillary events - pre-event and event day
- Banners and signs - hanging and display of pre-event, event day advertising and sponsor banners
- On-Site merchandise stands

4. EMT/EMS Services - The Host is responsible for providing EMT/EMS services for the on the day of the Event. Placement of EMT/EMS services will be decided by the Event's technical director. At a minimum, services included will be: (1) On-Site Festival EMT/EMS team; (1) Rapid Response Vehicle EMT/EMS team; (1) Full-Service Ambulance.

5. Resident/Business Notifications - Host city is responsible for notifying residents businesses of the impact of the Event, including road closures, traffic advisories, etc. Notifications should be bilingual, including an English and Spanish version.

6. PORT-O-LETS - Host city will secure port-o-let services or public restrooms during the day of the Event. The

number of units and placement of the units will be mutually agreed upon by the host venue and the Event's technical director. Portable toilets to be guaranteed to arrive the night prior to the Event for the graveyard crews.

7. Waste Management - Host city will provide waste management/trash removal services during and at the conclusion of the event. Necessary supplies and services include: trash containers, roll off containers, dumpsters, recycling containers and the crews to remove full containers of liners, and replace them with fresh liners. Also needed are crews to restore the venue to its original beauty, meaning removal of trash from streets, parking lots, parking garages, curbs, city property, county property and federal property. Street sweeping is recommended the day before the event and the evening after tear down.

IMPACT ON CITY RESOURCES

The donations of \$24,000 and City allocation of \$26,000, totaling \$50,000 is budgeted and available in the General Fund. No additional appropriation is needed.

ATTACHMENTS

1. Location/Closure/Course Maps