



CITY OF COMMERCE AGENDA REPORT

Item No.

TO: Honorable City Council

FROM: Ernie Hernandez, City Manager

SUBJECT: Authorize the Mayor to enter into a license agreement with Trapeze Entertainment, LLC., and Cirque Entertainment III, LLC

MEETING DATE: January 13, 2026

RECOMMENDATION:

The City Council is requested to:

1. Authorize the Mayor to execute a License Agreement with Trapeze Entertainment, LLC, from January 19, 2026, through February 3, 2026
2. Authorize the Mayor to execute a License Agreement with Cirque Entertainment III, LLC, from March 10, 2026, through March 17, 2026

ANALYSIS AND REVIEW:

In the past, the City-owned property located at 5933 Telegraph Road has been previously leased out to interested parties on a temporary basis. The lessee agrees to the terms and conditions found in their corresponding license agreements.

The applicant is proposing two events. The first event is hosted by Trapeze Entertainment, LLC, dba Circus Caballero, and will take place starting January 19th and exit the property on February 3, 2026. The second event is scheduled by Cirque Entertainment III LLC, dba Paranormal Cirque, will enter the property on March 10 and exit the property on March 17, 2026.

As explained by the applicant, the Circus events will include one large top tent plus concessions. Each event will have private security provided by Trapeze Entertainment and Cirque Entertainment III. The site will be fully self-contained, powered by a 250-kW generator and backup, along with portable restrooms, trash receptacles, and ADA accessibility throughout its venue parameters.

Due to the type of structures that will be set up, the anticipated crowds, and the overall nature of the event, the applicant has provided details on their safety. This plan includes the access of fourteen (14) fire extinguishers, four lighted exits, two tunnel accesses with

five exits in each, all exits are at least ten feet wide. There will be 6 (six) unarmed security guards during show hours, who will ensure City ordinances are consistently observed. Said personnel will be clothed in such a manner as to be readily identifiable as an employee or security. Their site plan includes their emergency safety plan and ADA accessibility has been included as part of this report.

In discussing the proposal with the applicant, staff were interested in determining the positive community benefits that could result from this short-term use of the site. The applicants agreed to provide a donation of \$30,000 to the City for the combined events as well as a \$500 fee per applicant (total of \$1,000) for use of the property. Other benefits include providing for safety enhancement, such as additional fencing, as well as indemnifying the City in the event of any accidents.

As part of the review process, Planning Division staff routed this request to the City of Commerce's Building & Safety Division, Public Works Division, Business License Division, Public Safety Division, and Los Angeles County Fire and Sheriff's Departments. Conditions of approval have been provided that are intended to ensure there is greater control and oversight of the event while mitigating any possible detrimental impact to both the subject site and the neighboring properties.

Upon approval of the City Council, the applicant is required to sign a temporary license agreement to occupy the city-owned property during the aforementioned dates.

STAFF RECOMMENDATION:

Based on staff's analysis, it is hereby recommended that the City Council conditionally approve the license agreements, subject to the following conditions:

1. That the applicant shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, its officers, employees and agents from all claims, actions, or proceedings against the City to attack, set aside, void, annul, or seek damages arising out of an approval of the City, or any agency or commission thereof, concerning this License Agreement. The City shall promptly notify the applicant of any claim, action, or proceeding to which this condition is applicable. The City shall cooperate in the defense of the action, while reserving its right to act as it deems to be in the best interest of the City and the public. The applicant shall defend, indemnify, and hold harmless the City for all costs and fees incurred in additional investigation or study, or for supplementing or revising any document, including, without limitation, environmental documents. If the City's legal counsel is required to enforce any condition of approval, the applicant shall pay for all costs of enforcement, including legal fees.
2. This license will allow Trapeze Entertainment LLC, dba Circus Caballero, to enter the property on January 19, 2026, and exit the property on February 3, 2026, during the hours of 8:00 A.M. through 6:00 P.M. Cirque Entertainment III LLC, dba Paranormal Cirque will enter the property on March 10, 2026 and exit the property on March 17, 2026 during the hours of 8:00 A.M. to 6:00 P.M.

3. The applicant shall obtain all necessary permits and approvals from the City's Building and Safety Division and the Los Angeles County Fire Department prior to commencement of the subject event.

4. The applicant shall obtain all necessary permits, licenses, and approvals from the Los Angeles Department of Public Health prior to commencement of the subject event.

5. The applicant shall obtain all necessary business licenses prior to commencement of the subject event.

6. All driveways, streets, and sidewalks leading to the subject property shall not be blocked during the event.

7. The fire lane identified on the plans shall remain unobstructed at all times during the event.

8. Within the designated area, there shall be at least one fire extinguisher located no more than every 75 feet from the next. This shall be reviewed to the satisfaction of the Los Angeles County Fire Chief or any of his designees.

9. No smoking signs shall be placed throughout the site. Specifically, signs shall be placed near tents as well as high-traffic corridors that are intended for human occupancy.

10. The applicant shall obtain an Electrical Permit from the City's Building and Safety Division for the 250-kW generator and backup. The applicant is responsible for paying all electrical utility expenses during the term of the License Agreement

11. The applicant shall obtain a Miscellaneous Permit from the City's Building and Safety Division for the proposed tents. All construction, including tents, parking, and accessibility, shall be ADA compliant.

12. A County of Los Angeles Fire Department Carnival/Fairs Permit is required for the subject event. This permit shall be obtained prior to the commencement of the event.

13. An affidavit of agreement to all the requirements and conditions of approval shall be signed by the applicant.

14. The designated area and immediately surrounding streets shall be maintained clear and litter-free during all hours of operation.

15. Proper trash receptacles and recycling bins shall be provided throughout the designated area during all hours of operations.

16. All trash receptacles and recycling bins shall be serviced regularly during all hours of operations.

17. Signage indicating the location of parking shall be provided and placed in a conspicuous location.

18. The applicant shall comply with all accessibility requirements as required by the latest edition of the Los Angeles County Building Code.
19. Approval of this License Agreement does not constitute approval of any other events at the subject location. Any future events shall require approval by the City of Commerce and all other responsible agencies.
20. Violation of any conditions shall render the approval null and void.
21. At the expense of the applicant, a temporary fence shall be installed and maintained along the event premises during the term of this License Agreement.
22. The applicant shall provide a policy for liability Insurance in the amount of 1 million dollars.
23. The property will be available for event set-up beginning January 19, 2026, and the applicant must vacate the property no later than 10:00 pm, February 3, 2026. The second applicant will enter the property on March 10, 2026, and exit on March 17, 2026, no later than 10:00 pm. The applicant shall pay the City of Commerce one thousand dollars (\$1,000) for each day the applicants remain on the property beyond the approved exit dates identified under this condition.
24. A security plan showing additional security detail and safety measures to be implemented during the event shall be prepared and submitted to the Director for review prior to obtaining any building permits associated with the proposed License Agreement.
25. A traffic control plan showing how traffic will be addressed during peak demand of this event shall be prepared and submitted to the Director for review prior to obtaining any building permits associated with the proposed License Agreement.
26. Prior to installation of any traffic control measures within the public right-of-way, the applicant shall submit a traffic control plan to the Public Works Department for review and approval. Any traffic control devices, barricades, cones, signage, or equipment to be placed within the public right-of-way, including streets, sidewalks, or parkways, shall require an advanced Encroachment Permit issued by the City of Commerce Public Works Department. All traffic control devices shall conform to the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD).
27. No portion of Telegraph Rd and/or sidewalk shall be blocked without written approval from Public Works Department.

FISCAL IMPACT:

Approval of the proposed license agreements will result in one-time revenue to the City through license fees, community benefit contribution, and property use fees associated with the temporary use of City-owned property. No City expenditures are anticipated, as all

event-related costs, including security, utilities, and site operations, will be borne by the applicants.

Revenue received will be deposited into the City's donation fund and expended consistent with City policy.

ALTERNATIVES:

1. Approve staff recommendation; and/or
2. Provide further direction to staff

Prepared by: Gisselle S. Delgado, Senior Management Analyst

Reviewed by: Jessica Serrano, Director of Community Development

Fiscal Impact reviewed by: Alvaro Castellon, Finance Director

Respectfully submitted: Ernie Hernandez, City Manager

Approved as to form: Noel Tapia, City Attorney

Attachment:

1. License Agreement – Trapeze Entertainment
2. License Agreement – Cirque Entertainment
3. Attachment A – Site Plan