



## CITY OF COMMERCE AGENDA REPORT

Item No. \_\_\_\_

**TO:** Honorable City Council  
**FROM:** City Manager  
**SUBJECT:** Authorize a license agreement with Christiansen Amusements, Inc.  
**MEETING DATE:** March 24, 2026

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### **RECOMMENDATION:**

The City Council is requested to:

Authorize the City Manager to execute a License Agreement with Christiansen Amusements, Inc.

### **ANALYSIS AND REVIEW:**

In the past, the City-owned property located at 5933 Telegraph Road (“Subject Property”) 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, Christensen Amusements, Inc., is proposing a carnival that will take place over two weekends. The carnival will operate on April 2, 2026, through April 5, and operate April 9 through April 12, 2026. The applicant is requesting to commence the license agreement on March 30, 2026, for set-up purposes. The applicant proposes April 16, 2026 as the expiration date as this will provide the applicant time to clean the Subject Property following the last carnival event on April 12, 2026.

The applicant proposed to provide a spring carnival on the requested dates. The carnival will provide a wide variety of rides geared toward adults, teenagers, and children, creating an enjoyable experience for the entire family. In addition, it offers games designed for all skill levels and classic carnival food favorites such as funnel cakes, popcorn, and cotton candy, all managed by the applicant. In addition, each event will have private security secured by the applicant.

The site will be fully self-contained, powered by one 100-kW generator, along with portable restrooms, trash receptacles, and ADA accessibility throughout its venue parameters.

Due to the anticipated crowds and the overall nature of the event, the security and safety of the public is critical. To that end, the following are important details regarding the applicant’s

safety plan. Within the designated area, there will be at least one fire extinguisher located on every ride and concessions as well as one by the generator all will be reviewed by the Los Angeles County Fire Department. There will be 6 (six) unarmed security guards during the carnival, 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 the applicant's emergency safety plan. ADA accessibility has been included as part of this report.

An important factor in leasing City-owned property is the potential to create positive community benefits that could result from this short-term use of the site. As a standard practice for City controlled sites, the rate for the community benefit fund is set at \$1,500.00 per day. For a 17-day temporary use of the site, the total is \$25,000.00. The applicant is proposing a guarantee of \$15,000.00 in community benefit fees and will provide 20% of any additional gross on-ground ride revenue that exceeds beyond \$15,000.00. Additionally, their lease total will be \$500.00 for the duration of the term. 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 license agreement to occupy the city-owned property during the aforementioned dates. Staff will schedule a planned walk-through of the site prior to opening, along with a walkthrough with the applicant prior to the exit date.

The License Agreement will be subject to the following conditions:

1. 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 Christiansen Amusements, Inc., to have access to the property on March 30, 2026. The license shall expire on April 156 2026. Licensee may operate the carnival during the hours of 2:00 P.M. through 11:00 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 100-kW generator. 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 March 30, 2026, and the applicant must vacate the property no later than 11:00 pm, April 16, 2026. The applicant shall be liable for and pay the City of Commerce the sum of one thousand dollars (\$1,000) for each day it occupies the Premises after April 16, 2026.
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 the Public Works Department.

**STAFF RECOMMENDATION:**

1. The City Council authorize the City Manager to execute a License Agreement with Christiansen Amusements, Inc. in a form approved by the City Attorney.
2. The City Council consider applying staff's recommendation for standard community benefit rates for similar uses or consider applicants requests for a modification of the standard staff recommendation with the proposed guarantee of \$15,000.00 in community benefit fees and will provide 20% of any additional gross on-ground ride revenue that exceeds beyond \$15,000.00.

**FISCAL IMPACT:**

Increase in the City's Community benefit fund balance in the amount approved by the City Council.

**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  
Respectfully submitted: Ernie Hernandez, City Manager  
Approved as to form: Noel Tapia, City Attorney