

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
200 Oceangate, 10th Floor
Long Beach, CA 90802-4302
(562) 590-5071



Appeal Filed: 05/15/15
49th Day: 07/03/15
Staff: C.Posner-LB
Staff Report: 5/29/15
Hearing Date: 06/10/15

STAFF REPORT: APPEAL – NO SUBSTANTIAL ISSUE

Appeal Number: A-5-MNB-15-0032

Applicant: International Merchandising Company, LLC (James Leitz)

Local Government: City of Manhattan Beach

Local Decision: Approval with Conditions

Appellant: William Victor

Project Location: On public beach south of pier, and adjacent public parking lots, City of Manhattan Beach, Los Angeles County

Project Description: Appeal of City of Manhattan Beach local coastal development permit approving the 2015 Manhattan Beach Open Volleyball Tournament (with temporary bleachers and related structures seating 3,500 people) to be held on the public beach during an eleven-day period (including set-up and take-down). Tournament play is scheduled for August 13-16, 2015.

Staff Recommendation: No Substantial Issue

SUMMARY OF STAFF RECOMMENDATION

The staff recommends that the Commission, after public hearing, determine that **no substantial issue exists** with respect to the grounds on which the appeal has been filed for the following reasons: the annual volleyball tournament, as approved by the City of Manhattan Beach, conforms to the City of Manhattan Beach certified Local Coastal Program (LCP) and the public access policies of the Coastal Act. The local coastal development permit requires that at least seventy-five percent (75%) of the total seating capacity at each court be reserved for the general public for free on a first-come, first-served basis. Also, the permittee is required to implement a traffic and parking management plan and provide a free shuttle bus (on Saturday and Sunday) for public transportation between a remote parking area and a drop-off point near the event site. The City's allowance for alcohol in a limited area within the event area does not raise a substantial issue with respect to public access.

Important Hearing Procedure Note: This is a substantial issue only hearing. Testimony will be taken **only** on the question of whether the appeal raises a substantial issue. Generally and at the discretion of the Chair, testimony is limited to 3 minutes total per side. Please plan your testimony accordingly. Only the applicant, persons who opposed the application before the local government (or their representatives), and the local government shall be qualified to testify. Others may submit comments in writing. If the Commission determines that the appeal does raise a substantial issue, the de novo phase of the hearing will occur at a future Commission meeting, during which it will take public testimony.

TABLE OF CONTENTS

I. MOTION AND RESOLUTION - NO SUBSTANTIAL ISSUE	3
II. APPELLANT’S CONTENTIONS.....	3
III. LOCAL GOVERNMENT ACTION	3
IV. APPEAL PROCEDURES.....	4
V. FINDINGS AND DECLARATIONS.....	6
A. PROJECT DESCRIPTION.....	6
B. FACTORS TO BE CONSIDERED IN SUBSTANTIAL ISSUE ANALYSIS	7
C. SUBSTANTIAL ISSUE ANALYSIS	8

EXHIBITS

- Exhibit 1 – Project Location – Manhattan Beach
- Exhibit 2 – Vicinity Map with Land Use Designations
- Exhibit 3 – Manhattan Beach Open – Site Plan
- Exhibit 4 – Local Coastal Development Permit CA 15-11
- Exhibit 5 – City/Permittee “Agreement” dated April 9, 2014
- Exhibit 6 – City Response to Issues Raised by the Appeal
- Exhibit 7 – Appeal by William Victor
- Exhibit 8 – William Victor letter dated May 26, 2015

I. MOTION AND RESOLUTION - NO SUBSTANTIAL ISSUE

Motion: *I move that the Commission determine that Appeal No. A-5-MNB-15-0032 raises No Substantial Issue with respect to the grounds on which the appeal has been filed under § 30603 of the Coastal Act.*

Staff recommends a **YES** vote. Passage of this motion will result in a finding of No Substantial Issue and adoption of the following resolution and findings and the local action will become final and effective. The motion passes only by an affirmative vote of the majority of the Commissioners present.

Resolution:

The Commission hereby finds that Appeal No. A-5-MNB-15-0032 presents NO SUBSTANTIAL ISSUE with respect to the grounds on which the appeal has been filed under § 30603 of the Coastal Act regarding consistency with the certified Local Coastal Plan and/or the public Access policies of the Coastal Act.

II. APPELLANT'S CONTENTIONS

On May 4, 2015, the Commission received a valid the notice of final local action for Local Coastal Development Permit (CDP) No. CA 15-11, which approved the 2015 Manhattan Beach Open Volleyball Tournament to be held on the public beach August 13-16, 2015 (Exhibit #4). On May 15, 2015, within ten working days of receipt of notice of final local decision, William Victor filed an appeal of the local coastal development permit (Exhibit #7). The appellant lists several reasons for the appeal, including:

1. The local coastal development permit does not protect coastal access.
2. A public hearing notice was not posted at the project site.
3. The permitted development (bridge structure over the bike path) is unsafe.
4. The event will interfere with use of the bike path.
5. The City's allowance for alcohol at the event violates a local ordinance.

No other appeals were received prior to the end of the appeal period on May 18, 2015.

III. LOCAL GOVERNMENT ACTION

On April 21, 2015, after a public hearing, the Manhattan Beach City Council adopted City Council Resolution No. 15-0018 and approved with conditions Local Coastal Development Permit No. CA 15-11 allowing the applicant (International Merchandising Company, LLC) to conduct the 2015 Manhattan Beach Open Volleyball Tournament on the weekend of August 13-16, 2015 (Exhibit #4). As in prior years, the event site is the public beach area located immediately south of the Manhattan Beach Pier (Exhibit #3). Condition Two of the permit references a 2014 City Council agreement ("the Agreement") with the applicant to produce the event as partners, as has been done with various entities for many years. The action by the City Council was not appealable at the local level. On May 4, 2015, the Commission's South Coast District office in Long Beach received the City's Notice of Final Local Action for Local Coastal Development Permit No. CA 15-11 (Exhibit #4). The Commission's ten working-day appeal period was then established and noticed. The Commission's South Coast District office received the appeal from William Victor on May 15, 2015.

IV. APPEAL PROCEDURES

After certification of Local Coastal Programs (LCP), the Coastal Act provides for limited appeals to the Coastal Commission of certain local government actions on coastal development permits. Developments approved by cities or counties may be appealed if they are located within appealable areas, such as between the sea and the first public road paralleling the sea or within three hundred feet of the mean high tide line or inland extent of any beach or top of the seaward face of a coastal bluff [Coastal Act Section 30603(a)]. In addition, an action taken by a local government on a coastal development permit application may be appealed to the Commission if the development constitutes a “major public works project” or a “major energy facility” [Coastal Act Section 30603(a)(5)].

The City of Manhattan Beach LCP was certified on May 12, 1994. In Manhattan Beach, the inland boundary of the appealable area of the City’s coastal zone, located three hundred feet from the inland extent of the beach, has been mapped within the Manhattan Avenue right-of-way (Exhibit #2). The proposed event is located entirely within the geographic appealable area. Section 30603(a)(1) of the Coastal Act identifies the project site as being in an appealable area by virtue of its location on the beach and between the sea and the first public road paralleling the sea.

Section 30603 of the Coastal Act states:

- (a) After certification of its Local Coastal Program, an action taken by a local government on a coastal development permit application may be appealed to the Commission for only the following types of developments:
 - (1) Developments approved by the local government between the sea and the first public road paralleling the sea or within 300 feet of the inland extent of any beach or of the mean high tide line of the sea where there is no beach, whichever is the greater distance.
 - (2) Developments approved by the local government not included within paragraph (1) that are located on tidelands, submerged lands, public trust lands, within 100 feet of any wetland, estuary, stream, or within 300 feet of the top of the seaward face of any coastal bluff.

The grounds for appeal of an approved local coastal development permit in the appealable area are stated in Section 30603(b)(1), which states:

- (b)(1) The grounds for an appeal pursuant to subdivision (a) shall be limited to an allegation that the development does not conform to the standards set forth in the certified Local Coastal Program or the public access policies set forth in this division.

After a final local action on a local coastal development permit application, the Coastal Commission must be noticed within five days of the decision. After receipt of such a notice which contains all the required information, a ten working-day appeal period begins during which any aggrieved person, or any two members of the Commission, may appeal the local decision to the Coastal Commission. [Cal. Pub. Res. Code § 30603.] As provided under section 13318 of Title 14 of the California Code of Regulations, the appellant must conform to the procedures for filing an appeal as

required under section 13111 of Title 14 of the California Code of Regulations, including the specific grounds for appeal and a summary of the significant question raised by the appeal.

The action currently before the Commission is to find whether there is a "substantial issue" or "no substantial issue" raised by the appeal of the local approval of the proposed project. Sections 30621 and 30625(b)(2) of the Coastal Act require a de novo hearing of the appealed project unless the Commission determines that no substantial issue exists with respect to the grounds for appeal.

Commission staff recommends a finding of no substantial issue. If the Commission decides that the appellant's contentions raise no substantial issue as to conformity with the standards set forth in the certified Local Coastal Program or the public access policies of the Coastal Act, the action of the local government stands.

Alternatively, if the Commission finds that a substantial issue does exist with respect to the conformity of the action of the local government with the standards set forth in the certified Local Coastal Program or the public access policies of the Coastal Act, the local coastal development permit is voided and the Commission typically continues the public hearing to a later date in order to review the coastal development permit as a de novo matter. [Cal. Pub. Res. Code §§ 30621 and 30625.] Section 13321 of the Coastal Commission regulations specifies that de novo actions will be heard according to the procedures outlined in Sections 13114 and 13057-13096 of the Commission's regulations.

If there is no motion from the Commission to find no substantial issue, it will be presumed that the appeal raises a substantial issue and the Commission will schedule the de novo phase of the public hearing on the merits of the application at a subsequent Commission hearing. A de novo public hearing on the merits of the application uses the certified LCP as the standard of review. In addition, for projects located between the first public road and the sea, findings must be made that an approved application is consistent with the public access and recreation policies of the Coastal Act. Sections 13110-13120 of Title 14 of the California Code of Regulations further explain the appeal hearing process.

If the Commission decides to hear arguments and vote on the substantial issue question, those who are qualified to testify at the hearing, as provided by Section 13117 of Title 14 of the California Code of Regulation, will have three minutes per side to address whether the appeal raises a substantial issue. The only persons qualified to testify before the Commission at the substantial issue portion of the appeal process are the applicants, persons who opposed the application before the local government (or their representatives), and the local government. Testimony from other persons must be submitted in writing. The Commission will then vote on the substantial issue matter. It takes a majority of Commissioners present to find that the grounds for the appeal raise no substantial issue.

V. FINDINGS AND DECLARATIONS

A. PROJECT DESCRIPTION AND HISTORY

On April 21, 2015, after a public hearing, the Manhattan Beach City Council adopted City Council Resolution No. 15-0018 and approved with conditions Local Coastal Development Permit No. CA 15-11 allowing the applicant (International Merchandising Company, LLC) to conduct the 2015 Manhattan Beach Open Volleyball Tournament (Exhibit #4). This year's approved event is planned to occur on the weekend of August 13-16, 2015. The event site is the public beach area located immediately south of the Manhattan Beach Pier (Exhibit #3). However, this year's event will be expanded inland of the beach, over the beach bike path and into the lower pier parking lot (Exhibit #3). This expansion was approved in order to accommodate a VIP platform for viewing and alcohol service. A bike path bypass must be provided in order to maintain public access through the event area. Most of the parking stalls in the public parking lots at the base of the pier will be reserved for the applicant's use during the event. Set-up for this year's event (e.g., 3,500 bleacher seats, stadium, tents, etc.) would commence on Friday, August 7, 2015, and take-down would be completed by Tuesday, August 18, 2015.

Condition Seven of the local coastal development permit requires that at least seventy-five percent (75%) of the total seating capacity at each court be reserved for the general public for free on a first-come, first-served basis (Exhibit #4, p.3). Also, the permittee is required by Conditions Ten through Thirteen to implement a traffic and parking management plan and provide a free shuttle bus (on Saturday and Sunday) for public transportation between a remote parking area and a drop-off point near the event site. Condition Six limits the height of all structures associated with the event to 41.5 feet above the beach sand.

The annual Manhattan Beach Open Volleyball Tournament has a long tradition that dates back to 1960. The event has always been located on the south side of the Manhattan Beach Pier in a sandy area owned and operated by the Los Angeles County Department of Beaches and Harbors (Exhibit #2).¹ The event area is occupied by several sets of sand volleyball courts used for public recreation. Even though the event area can get quite congested, the City has always maintained public access to the pier and along the water. The bicycle path is kept open, although bikes must be walked.

Until 2005, no admission fees had been charged to view the event, and the general public was able to view the event on a first-come, first-served basis from the sand, the temporary bleachers, or from the pier. In 2005 the City amended its LCP to include the following provision to allow up to twenty-five percent of the available seating areas to be reserved for VIPs and ticket-holders, while reserving at least seventy-five percent of the total seating area for free seating. The certified LCP states:

LIP Section A.24.030 OS District's Allowable Temporary Use Schedule

Sporting events where more than 75% of the total seating area is available free of charge, including admission fees and memberships, for general public use. The "seating area" includes areas clearly and visibly designated for spectators to use to view the event, including

¹ Although the beach is owned by Los Angeles County, it falls within the City limits of Manhattan Beach and the within the jurisdiction of the certified City of Manhattan Beach Local Coastal Program.

the spectator areas immediately adjacent to the court/field, and cannot include any areas from which the court/field cannot be seen at all.

The Commission has heard appeals of the City's local coastal development permits approving the annual event in 1997, 1999, 2001, 2003, 2007, 2008 and 2010. Although the permitting process has been contentious at times, the City and Commission have never denied a permit for the annual event. The issues that have been contentious primarily involve public access and recreation impacts, such as: the applicant's requests for exclusive use of the sandy beach and the City's public beach parking lots, the event's admission policies (free vs. fee admission), timing of the event set-up and take-down, visual impacts, and allegations of crass commercialization of public lands. Over the years, the City and Commission have worked together to develop a set of special conditions that mitigate the impacts of the annual temporary event. This set of special conditions has been applied to the local coastal development permit for the 2015 Manhattan Beach Open Volleyball Tournament (Exhibit #4).

This appeal raises the many of the same allegations that the appellant brought to the Commission on appeal in 2008 (A-5-MNB-08-111), 2007 (A-5-MNB-07-178), and in 2010 (A-5-MNB-10-124). However, this time the appellant is also objecting to the City's allowance of alcohol service at the event. Prior year's permits for the annual event did not include such an allowance. In all three prior instances, the Commission upheld the local government's approval of the permit for the annual volleyball tournament and found that the appeals raised no substantial issue. The City's local coastal development permit for this year's tournament is substantially the same in regards to coastal access, views and parking issues as the prior year's approvals.

B. FACTORS TO BE CONSIDERED IN SUBSTANTIAL ISSUE ANALYSIS

Section 30625(b)(1) of the Coastal Act states that the Commission shall hear an appeal of a local government action carried out pursuant to Section 30600(b) unless it finds that no substantial issue exists as to conformity with Chapter 3 of the Coastal Act. The term "substantial issue" is not defined in the Coastal Act or its implementing regulations. Section 13115(b) of the Commission's regulation simply indicates that the Commission will hear an appeal unless it "finds that the appeal raises no significant question." In previous decisions on appeals, the Commission had been guided by the following factors:

1. The degree of factual and legal support for the local government's decision that the development is consistent or inconsistent with the relevant provisions of the Coastal Act;
2. The extent and scope of the development as approved or denied by the local government;
3. The significance of the coastal resources affected by the decision;
4. The precedential value of the local government's decision for future interpretations of its LCP; and,
5. Whether the appeal raises local issues, or those of regional or statewide significance.

Even when the Commission chooses not to hear an appeal, appellants nevertheless may obtain judicial review of the local government's coastal permit decision by filing petition for a writ of mandate pursuant to Code of Civil Procedure, Section 1094.5.

Staff is recommending that the Commission find that no substantial issue exists with respect to whether the local government action conforms to the provisions of Chapter 3 of the Coastal Act for the reasons set forth below.

C. SUBSTANTIAL ISSUE ANALYSIS

As stated in Section III of this report, the grounds for appeal of a coastal development permit issued by the local government after certification of its Local Coastal Program (LCP) are specific. In this case, the local coastal development permit may be appealed to the Commission on the grounds that it does not conform to the certified LCP or the public access policies of the Coastal Act. The Commission must then decide whether a substantial issue exists in order to hear the appeal.

In this case, the appellant asserts that public access is not being protected, proper notice was not provided, the approved development is not safe, the event will interfere with use of the bike path, and the City's allowance for alcohol at the event violates a local ordinance.

The substantial issue determination is limited solely to the issue of whether the local approval of the coastal development permit conforms with the LCP and the public access policies of the Coastal Act. In this regard, the Commission must determine if the City's approval of the proposed event raises a substantial issue in regards to the public access policies of the Coastal Act. The following are the relevant public access policies of the Coastal Act.

Section 30210 of the Coastal Act states:

In carrying out the requirement of Section 4 of Article X of the California Constitution, maximum access, which shall be conspicuously posted, and recreational opportunities shall be provided for all the people consistent with public safety needs and the need to protect public rights, rights of private property owners, and natural resource areas from overuse.

Section 30211 of the Coastal Act states:

Development shall not interfere with the public's right of access to the sea where acquired through use or legislative authorization, including, but not limited to, the use of dry sand and rocky coastal beaches to the first line of terrestrial vegetation.

Section 30212 of the Coastal Act states, in part:

(a) Public access from the nearest public roadway to the shoreline and along the coast shall be provided in new development projects...

Section 30212.5 of the Coastal Act states:

Wherever appropriate and feasible, public facilities, including parking areas or facilities, shall be distributed throughout an area so as to mitigate against the impacts, social and otherwise, of overcrowding or overuse by the public of any single area.

Section 30213 of the Coastal Act states, in part:

Lower cost visitor and recreational facilities shall be protected, encouraged, and, where feasible, provided. Developments providing public recreational opportunities are preferred...

The certified Manhattan Beach LCP contains specific policies that apply to all development located within the City's coastal zone. All development approved within the City's coastal zone, including the proposed event, must comply with the policies of the certified Manhattan Beach LCP. First, the proposed project must qualify as a permitted use within the Open Space (OS) land use designation of the beach. The proposed event, with the permit condition that requires that at least seventy-five percent (75%) of the total seating capacity at each court be reserved for the general public for free, is consistent with the Open Space (OS) land use designation of the beach, which allows:

“Sporting events where more than 75% of the total seating area is available free of charge, including admission fees and memberships, for general public use. The "seating area" includes areas clearly and visibly designated for spectators to use to view the event, including the spectator areas immediately adjacent to the court/field, and cannot include any areas from which the court/field cannot be seen at all.” [See Condition Seven: Exhibit #4, p.3.]

Secondly, the proposed project must comply with the following relevant LCP policies:

POLICY I.A.2: *The City shall encourage, maintain, and implement safe and efficient traffic flow patterns to permit sufficient beach and parking access.*

POLICY I.A.8: *The City shall maintain visible signage to El Porto accessways and beach parking, along Highland Avenue.*

POLICY I.B.1: *The City shall encourage public transportation service to mitigate excess parking demand and vehicular pollution. All transportation/congestion management plans and mitigation measures shall protect and encourage public beach access.*

POLICY I.B.3: *The City shall encourage pedestrian and bicycle modes as a transportation means to the beach.*

POLICY I.B.6: *The Strand shall be maintained for non-vehicular beach access.*

POLICY I.C.2: *The City shall maximize the opportunities for using available parking for weekend beach use.*

POLICY I.C.3: *The City shall encourage additional off-street parking to be concentrated for efficiency relative to the parking and traffic system.*

POLICY I.C.9: *Use of existing public parking, including, but not limited to, on-street parking, the El Porto beach parking lot, and those parking lots indicated on Exhibit #9 (in the certified LCP), shall be protected to provide public beach parking...*

POLICY II.B.4: *The beach shall be preserved for public beach recreation. No permanent structures, with the exception of bikeways, walkways, and restrooms, shall be permitted on the beach.*

PROGRAM II.A.6: *Consider the establishment of alternative transportation systems and park-mall facilities, including a shuttle service to the El Porto beach area.*

PROGRAM II.B.13: *Improve information management of the off-street parking system through improved signing, graphics and public information and maps.*

PROGRAM II.B.14: *Provide signing and distribution of information for use of the*

POLICY 1.C.17 *Civic Center parking for beach parking on weekend days.*

The Commission must determine whether the appeals raise a substantial issue with regard to the conformity of the proposed event with the above-stated LCP and Coastal Act policies. The staff recommends that the Commission determine that the appeals raise no substantial issue because the local coastal development permit approving the annual volleyball tournament conforms to the City of Manhattan Beach certified Local Coastal Program (LCP) and the public access policies of the Coastal Act.

Public Access to the Shoreline

Even though a large part of the beach south of the pier will be occupied by the proposed event and its related structures, the beach, pier and bike path will remain open for public access and recreation. Condition Sixteen of the local coastal development permit preserves the minimal fifty-foot wide-open area along the shoreline for lateral public access. Condition Fourteen protects access to the Manhattan Beach Pier. Condition Fifteen protects access on the bike path and The Strand (Exhibit #4). Past years' events have demonstrated that people will be able to access the shoreline in the project area during the event. The proposed event is an annual tradition in the City of Manhattan Beach that draws thousands of visitors to the shoreline for lower cost recreation.

The appellant's allegation that alcohol service will adversely affect coastal access, or be unfair because the service is restricted to the VIP platform, is not a substantial issue because the effect of the City's suspension of the prohibition is limited to a small area (the VIP platform) is only for a limited duration (12 P.M. to 8 P.M., August 13-16, 2015). The suspension of the prohibition is also not a restriction on access, as access to the VIP platform will be limited to VIPs and attendees who pay an admission fee (part of the 25 percent) regardless of the suspension of the prohibition. The remaining 75 percent of the event area, and the rest of the beach, will remain open for free public access. Therefore, the local coastal development permit approving the 2015 volleyball tournament conforms to the City of Manhattan Beach certified Local Coastal Program (LCP) and the public access policies of the Coastal Act.

In regards to the allegation that City's allowance for alcohol at the proposed event violates a local ordinance, this is not an LCP or Chapter 3 issue. The certified LCP does not contain an alcohol prohibition. The Commission review of a local coastal development permit does not include the authority to determine whether the City's suspension of the prohibition is consistent with, or not consistent with, a local ordinance that is not part of the certified LCP. Therefore, the appellant's contention in this regard does not constitute a substantial issue.

Traffic and Parking

In regards to public beach parking, the crowds generated by the proposed event, in association with the event's reserved use of public parking areas, can adversely affect beach goers' ability to find a parking space near the beach. The Commission has consistently found that a direct relationship exists between the provision of adequate parking and availability of public access to the coast. On

both Saturday and Sunday, the proposed event is expected to attract over 6,000 persons to an already crowded beach area. The additional visitors drawn by the proposed event can overburden the limited beach parking supply. There is simply not enough public parking available in the downtown area to accommodate all of the people who attempt to visit Manhattan Beach during summer weekends. Add to this the City's reservation for the AVP of at least 71 of the 161 parking spaces closest to the pier for eleven days, and the ability to find public parking near the pier will be nearly impossible. This situation arises each year during the event. In order to mitigate the adverse impact the public beach parking supply, the applicant each year provides alternate remote parking facilities and free public transportation to the beach.

As required by Policies 1.A.2, 1.B.1, 1.C.2 and 1.C.17 (Program II.B.14) of the certified LCP, the City is required to implement safe and efficient traffic flows, encourage transportation service, maximize parking for weekend beach use, and provide signing and information to do so. The City meets these LCP obligations by imposing conditions (Conditions Ten through Thirteen) on the local coastal development permit that require the applicant to provide and implement a parking and traffic management plan that provides parking for the event spectators and the general public. The applicant is also required to provide a free shuttle bus (on Saturday and Sunday) for public transportation between a remote parking area and a drop-off point near the event site. Condition Eleven of the City's permit states that, "The headway time between shuttle service pick-ups shall not be more than fifteen minutes". As conditioned, the City's approval is consistent with LCP Policies 1.A.2, 1.B.1, 1.C.2 and 1.C.17, and the public access policies of the Coastal Act.

Exclusive Use of the Beach

A second way that public access can be affected by the proposed event is the exclusiveness of the proposed temporary use of the beach. For thirteen days, from set-up to take-down, the general public will be excluded from most of the sandy beach area and public volleyball courts on the event site. The proposed event will occupy a 300-foot long portion of the approximately 350-foot wide beach area that exists between the bike path and mean high tide line (MHTL).

The exclusive use of public beaches has always been an issue of prime importance to the Commission in terms of impacts on public access. The annual event, however, is an event of limited duration (eleven days), and as conditioned, does not conflict with the provisions of the certified LCP or the public access policies of the Coastal Act. Condition Sixteen of the local coastal development permit preserves the minimal fifty-foot wide-open area along the shoreline for lateral public access. Condition Fourteen protects access to the Manhattan Beach Pier. Condition Fifteen protects access on the bike path and The Strand (Exhibit #4). The City-approved site plan includes a bike path bypass that will maintain public access past the VIP platform and through the event site (Exhibit #3). Therefore, the local coastal development permit approving the 2015 volleyball tournament conforms to the City of Manhattan Beach certified Local Coastal Program (LCP) and the public access policies of the Coastal Act.

Free Admission or Paid Admission

The issue of paid admission is raised again by this appeal, as it has been for several years since it first was raised in 1997. This time the issue is raised in regards to the VIP platform, the only area where the City approval allows alcohol service. However, since 2005, the certified LCP allows admission to be charged for entry to the event (as long as at least seventy-five percent of the total

seating capacity at each court is reserved for the general public for free). Condition Seven of the local coastal development permit requires the free admission for at least seventy-five percent of the total seating capacity at each court, and includes a provision requiring that the applicant document compliance with the requirement (Condition Seven: Exhibit #4, p.3). The condition states that Club/VIP seating cannot be included in the seventy-five percent (75%) of the seating capacity that must be reserved for free public admission. Also, the applicant must post signs that designate which areas are reserved for free public admission.

Scale of Development and Visual Resources

The capacity, size and location of the bleachers and other temporary development, such as inflatable advertisements, is an important issue to be considered when reviewing a proposal for a temporary event on the sandy beach, especially one that is essentially a commercial enterprise. The certified LCP sets forth the following policies that are relevant to the preservation of public views and visual resources at the site of the proposed event:

***POLICY II.1:** Control development within the Manhattan Beach coastal zone.*

***POLICY II.B.4:** The beach shall be preserved for public beach recreation. No permanent structures, with the exception of bikeways, walkways, and restrooms shall be permitted on the beach.*

The temporary structures and advertising associated with temporary events like the Manhattan Beach Open are highly visible and block public views of the shoreline, but they do not conflict with the certified LCP or Coastal Act policies because they are permitted to exist on a temporary basis for only a few days. After the event, the structures are quickly removed from the beach (within one day) and the public's view of the shoreline is restored. Condition Six of the local coastal development permit limits all structures associated with the event (e.g., bleacher seats) to a maximum height of 41.5 feet (Exhibit #4, p.3). Condition Sixteen prohibits the event and all associated development from encroaching any closer to the shoreline than fifty feet, measured from the highest water mark (Exhibit #4, p.5). The site plan submitted with the permit application shows that the event area will not extend further than eight hundred feet south of the pier (Exhibit #3). Therefore, the development is controlled and the scenic resources of the coastal zone are protected from any long-term or permanent negative impacts.

In addition, the proposed temporary event does not conflict with LCP Policy II.B.4 because no permanent structures are permitted, and the annual volleyball tournament has always been considered to be form of public beach recreation since it is on the beach and is open to the general public (primarily for free). The proposed event's impacts to public views or visual resources will be temporary, and the LCP does not prohibit temporary visual impacts, especially those foreseeable effects (e.g., bleachers seats) associated with an annual tournament that is over fifty years old.

Public Hearing Notice

The appellant alleges that the City failed to provide adequate public notice for the City Council hearing where the local coastal development permit was approved. A hearing notice was not posted at the project site. The certified LCP sets forth the noticing procedure for local coastal development permits, as follows:

A.96.100. Notice and Procedures for appealable development.

Notice of development appealable to the Coastal Commission shall be provided as follows:

A. Contents of Notice.

- 1. A statement that the development is within the Coastal Zone and is appealable to the Coastal Commission;*
- 2. The date of filing of the application and the name of the applicant;*
- 3. The file number assigned to the application;*
- 4. A description of the development and its proposed location;*
- 5. The date, time, and place at which the application will be heard;*
- 6. A brief description of the general procedure concerning the conduct of hearing and local actions; and*
- 7. The system for local and Coastal Commission appeals, including any local fees required.*

B. Provision of Notice Prior to Public Hearing. Notice shall be mailed at least 10 days before the first public hearing on the project to the following:

- 1. Applicant;*
- 2. Owner of the property;*
- 3. All property owners and residents within 100 feet from the perimeter of the subject parcel;*
- 4. All persons who have, within the past calendar year, submitted a written request for notice of all Coastal Permit applications and all persons who at any time have requested to be on the mailing list for that development project; [13565]*
- 5. The Coastal Commission;*
- 6. Public agencies which, in the judgment of the Director of Community Development, have an interest in the project; and*
- 7. A newspaper of general circulation in the Coastal Zone. The notice is to be published once.*

The certified LCP requires mailed notice, but does not set forth a requirement to post the site of the proposed development, except when an emergency permit is processed. The City states that, in this case, public notice was provided by mail and newspaper publication (Exhibit #6). It is known that the appellant was aware of the City's processing of the local coastal development permit, as he contacted Commission staff prior to the City's April 21, 2015 hearing in order to inquire whether the addition of alcohol service to the annual event would violate any Coastal Act or LCP policies. The appellant also

acknowledges in a letter (dated May 26, 2015) that he was aware of the City's processing of the local coastal development permit (Exhibit #8, p.3). It is evident in this case that the City provided adequate public notice for the City Council hearing in compliance with the LCP noting provisions. Therefore, this allegation does not constitute a substantial issue in regards to consistency with the certified LCP or the public access policies of the Coastal Act.

Structural Safety

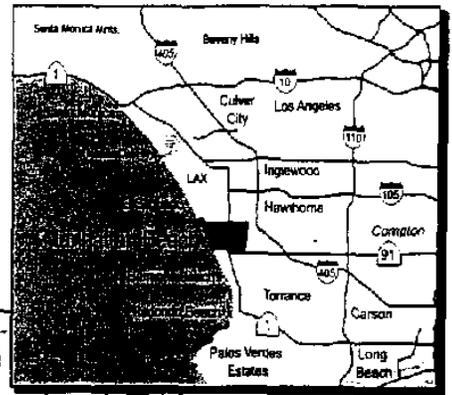
The appellant alleges that the permitted development (bridge structure over the bike path) is unsafe. He alleges that engineered plans have not been reviewed for safety. The City responds that the proposed plans reviewed by the City Council when acting on a local coastal development permit are conceptual, as are all coastal development permit plans (Exhibit #6). The City states that the construction plans will be reviewed by Los Angeles County, which has authority for the safety of structures on the beach and bike path. Commission staff agrees that final building plans are reviewed by building and safety officials when building permits are issued, and are not typically reviewed for structural safety during the coastal development permit application process. Therefore, this allegation does not constitute a substantial issue in regards to consistency with the certified LCP or the public access policies of the Coastal Act.

Conclusion

The City's approval of the proposed event conforms to the certified LCP and the public access policies of the Coastal Act. The local coastal development permit requires that at least seventy-five percent (75%) of the total seating capacity at each court be reserved for the general public for free on a first-come, first-served basis. Also, the permittee is required to implement a traffic and parking management plan and provide a free shuttle bus (on Saturday and Sunday) for public transportation between a remote parking area and a drop-off point near the event site. With the temporary bypass, the bike path will remain open and accessible throughout the duration of the event. The City's action approving this year's event with conditions is consistent with the Commission's prior appeal actions approving permits for the annual event. The local coastal development permit approving the 2015 volleyball tournament conforms to the City of Manhattan Beach certified Local Coastal Program (LCP) and the public access policies of the Coastal Act.

The appellant's allegations regarding safety, public notice, and alcohol service do not constitute a substantial issue in regards to consistency with the certified LCP or the public access policies of the Coastal Act. The local government's decision is supported by facts and legal findings consistent with the relevant provisions of the certified LCP and the Coastal Act. The extent and scope of the development as approved by the local government is limited in area and duration, and thus will have no permanent effect on coastal resources. Adequate mitigation measures are required for the event's temporary impacts to coastal access and recreation. The local government's decision is consistent with the Commission's past actions approving the annual event, and the decision does not constitute an adverse precedent for future interpretations of the certified LCP. While the appeal does raise issues of statewide significance in regards to public access, the local government's decision is sound in that the development, as conditioned by the coastal development permit, complies with all applicable LCP and Coastal Act policies, and will have no adverse impacts on coastal access or other coastal resources. Therefore, the Commission finds that the appeal raises no substantial issue regarding consistency with the certified LCP or the public access policies of the Coastal Act.

Regional Map



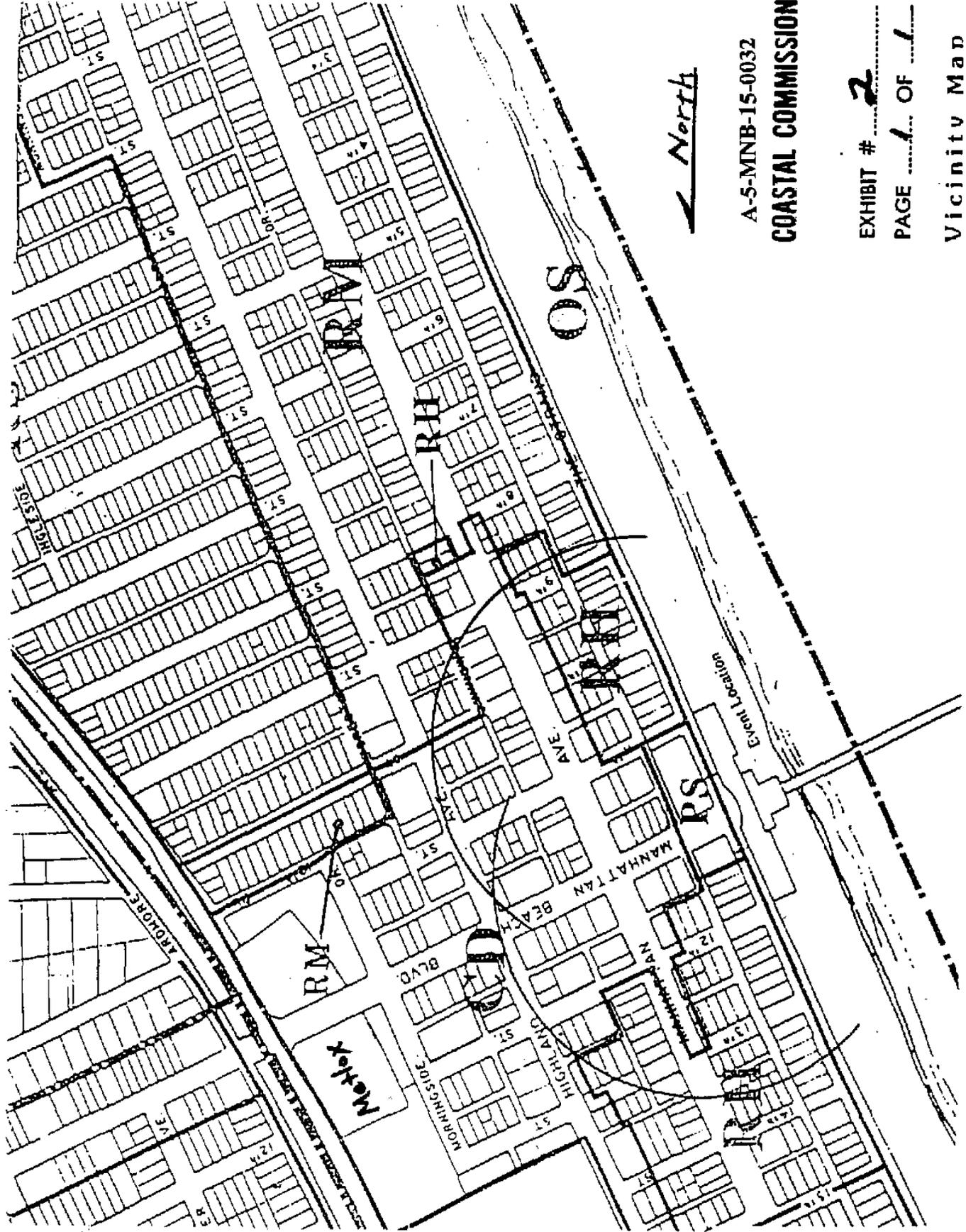
Manhattan Beach Open

A-5-MNB-15-0032

COASTAL COMMISSION

EXHIBIT # 1

PAGE 1 OF 1



North

A-5-MNB-15-0032

COASTAL COMMISSION

EXHIBIT # 2

PAGE 1 OF 1

Vicinity Map



IMS Action Sports
12100 Wilshire Blvd
Suite 100
Los Angeles, CA 90025
(424) 653-1872

2015 MANHATTAN BEACH OPEN

Site Plan

Event Dates:
August 13-16, 2015

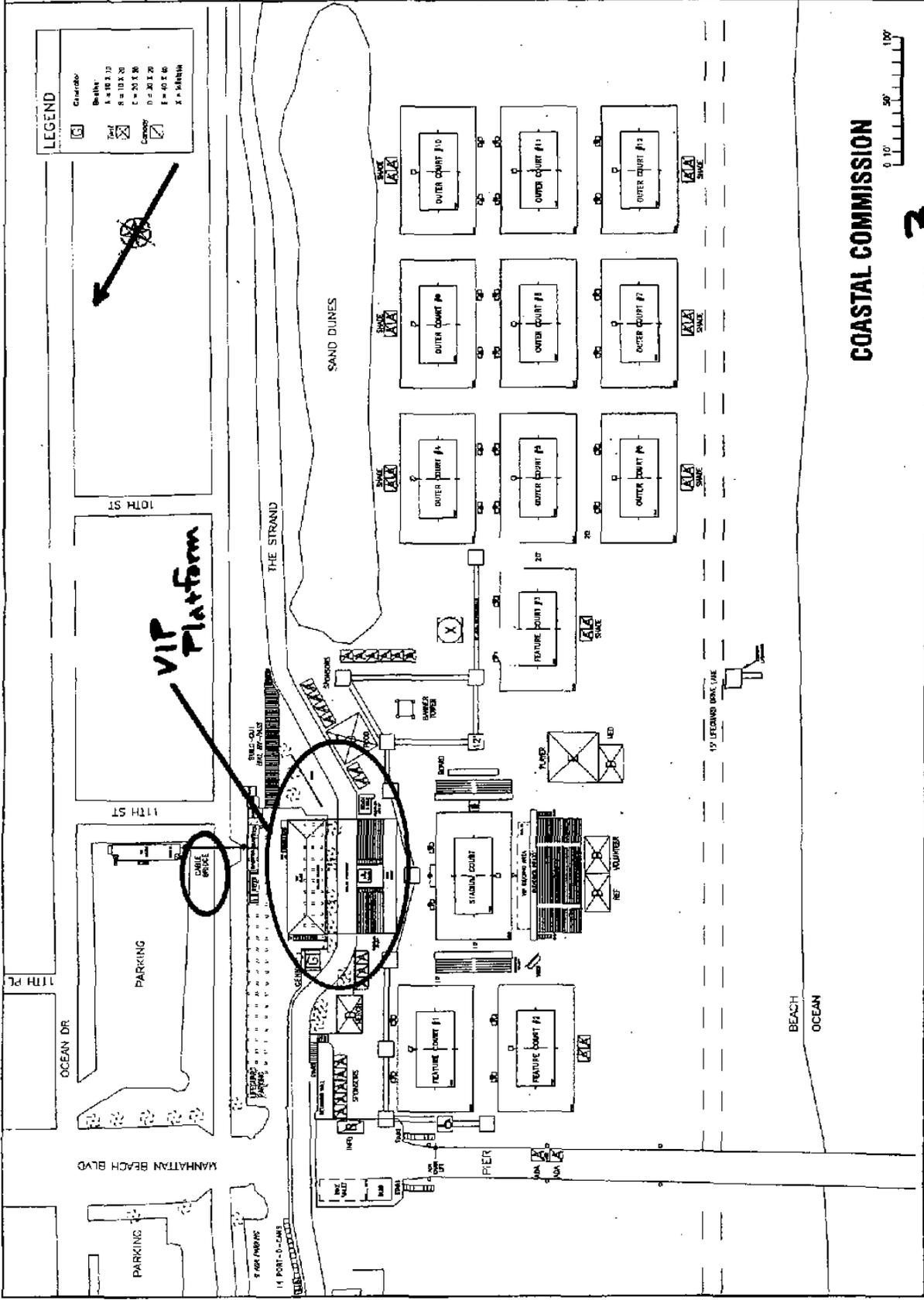
Scale:
See Scale

Drawn by:
BeyCAD Service
415.433.3628
3-21-15

Rev #:
10 A

LEGEND

	Greenery
	Beach
	1 = 10' X 20'
	2 = 20' X 30'
	3 = 40' X 60'
	4 = 60' X 90'



COASTAL COMMISSION

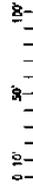


EXHIBIT # **3**

PAGE **1** OF **1**

A-S-MNB-15-0032

15-0018-0010

MAY - 4 2015



City Hall 1400 Highland Avenue Manhattan Beach, CA 90266-4791
Telephone (310) 802-5000 FAX (310) 802-5001 TDD (310) 546-3501

NOTICE OF FINAL GOVERNMENT ACTION

April 27, 2015

California Coastal Commission
South Coast District
200 OceanGate, 10th Floor
Long Beach, CA. 90802-4302

**RE: Coastal Development Permit for 2015 Manhattan Beach Open Spectator Bleachers and a
VIP Platform with Beer and Wine Service South of Manhattan Beach Pier (CA 15-11, APN
Nos. 4179-031-902 & -903)**

Pursuant to the procedures set forth in Chapter A.96 of the City of Manhattan Beach Local Coastal Program (LCP) the City Council of the City of Manhattan Beach conducted a duly noticed public hearing (April 21, 2015) on the above referenced project located in the appealable portion of the Manhattan Beach Coastal Zone. At this hearing the Council voted 5-0 to approve the Coastal Development Permit. This approval is the City's final action for the project. Pursuant to Section A.96.100 (H) of the City's LCP, the City's action shall establish a ten (10) working day appeal period to the Coastal Commission commencing upon receipt of the Notice of Final Action by the Coastal Commission.

Attached is a copy of Resolution No. 15-0018 approving the Coastal Development Permit. This Resolution outlines the findings and conditions of approval. Should you have any questions, or need additional information, please feel free to contact me at (310) 802-5511.

Sincerely,

Eric Haaland, Associate Planner
Department of Community Development

A-5-MNB-15-0032

xc: James Leitz/IMG (Applicant)
12400 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

Att: Reso. 15-0018
Updated MBO Site Plan

COASTAL COMMISSION

EXHIBIT # 4
PAGE 1 OF 6

RESOLUTION NO. 15-0018

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A COASTAL DEVELOPMENT PERMIT APPROVING THE 2015 MANHATTAN BEACH OPEN DN PROPERTY LOCATED AT THE SOUTH SIDE OF THE MANHATTAN BEACH PIER, AND ADJACENT PARKING LOTS, IN THE CITY OF MANHATTAN BEACH (CA 15-11)

THE MANHATTAN BEACH CITY COUNCIL HEREBY FINDS, RESOLVES AND DETERMINES AS FOLLOWS:

SECTION 1. International Merchandising Company, LLC ("Applicant" or "IMC") has applied for a coastal development permit ("Permit" or "CA 15-11") to allow temporary spectator bleachers, a VIP platform with beer and wine service, and related structures for an 11-day period (including setup and breakdown) and to host the 2015 Manhattan Beach Open volleyball tournament ("Project"). The Project includes stadium/bleacher seating and similar temporary structures located on the beach, and a portion of the South Lower Pier, Parking Lot and abutting County Bikepath. The Applicant is also seeking permission to charge an admission fee for a certain percentage of the stadium seating.

SECTION 2. The Project is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to Section pursuant to Sections 15304(e) "Minor Alterations to Land", 15311(c) "Accessory Structures", and 15323 "Normal Operations of Facilities for Public Gatherings". The project will not individually nor cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

SECTION 3. On April 21, 2015, the City Council conducted a duly noticed public hearing on the Project, at which time it received oral and written testimony.

SECTION 4. Based upon the evidence presented at the public hearing, the City Council hereby finds that the Project, as conditioned herein, is in accordance with the objectives and policies of the Manhattan Beach Coastal Program, including Policies I.A.1 – I.A.3 regarding accessways, traffic flow, parking, and pedestrian access, as follows:

- a) The proposed temporary bleacher structures comply with the applicable standards of the Manhattan Beach Coastal Program Zoning Code.
- b) The structures shall not obstruct accessways within the coastal zone. While they will occupy some space on the beach, access from the Strand, bike path, and pier to the coastline and surrounding beach area shall remain available.
- c) Any displacement of normal views or use of the space shall be temporary for the period allowed by the proposed permit.
- d) Installation and use of the bleachers and related structures shall be subject to the restrictions (timing, shuttle, signs, trash, etc.) of the City's tournament agreement with the Applicant.

COASTAL COMMISSION

EXHIBIT # 4
PAGE 2 OF 6

SECTION 5. Based upon the foregoing, the City Council hereby approves the proposed Coastal Development Permit for temporary bleachers, a VIP platform with beer and wine service, and related structures for the 2015 Manhattan Beach Open volleyball tournament during the period of August 13-16, 2015, subject to the conditions listed below. The Permit will be implemented in conformance with all provisions and policies of the Certified Manhattan Beach Local Coastal Program (LCP) and all applicable development regulations of the LCP - Implementation Program.

1. The Project shall be in substantial conformance with the plans submitted to, and approved by the City Council for the 2015 Manhattan Beach Open, on April 21, 2015.
2. The Applicant shall conform to all terms and provisions of that certain agreement between the City and IMC, referenced in Section 4 herein.
3. The Applicant shall provide access to Community Development Department, and other responsible agency Staff to inspect the site and the development during construction.
4. The Applicant shall comply with all provisions and policies of the Certified Manhattan Beach Local Coastal Program (LCP) and all applicable development regulations of the LCP - Implementation Program..
5. The Applicant shall indemnify, defend and hold harmless City, its officers, agents and employees (collectively "the City" hereinafter) from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the use permitted hereby or the exercise of the rights granted herein, and any and all claims, lawsuits or actions arising from the granting of or the exercise of the rights permitted by this Permit, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury or death arising out of or connected with the performance of the use permitted hereby. Applicant's obligation to indemnify, defend and hold harmless the City as stated herein shall include, but not be limited to, paying all fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits or actions, expert witness fees, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action. Applicant shall deposit an amount determined by the City to pay such costs and fees.
6. All structures associated with the project shall be limited to 41.5 feet in height, as measured from the beach sand.
7. The general public shall be provided with free public access to viewing and seating areas within the event area. If any admission is charged for any seating or access, the Applicant shall post clearly legible signs to designate at least 75% of the total seating capacity at each court (including bleachers, sand areas and viewing platforms/risers surrounding each court) that is reserved for the general public for free on a first-come, first-served basis. The signs, at least two square feet in area, shall state "Free Admission Area". The remaining 25% (or less) of the total seating capacity at each court (including bleachers sand areas and viewing platforms/risers surrounding each court) may be paid seating, or reserved for preferred Beach Club/VIP seating and/or access. The applicant is permitted to collect

COASTAL COMMISSION

EXHIBIT # 4
PAGE 3 OF 6

fees to access the preferred seating areas. On Saturday and Sunday of the tournament, the applicant shall count and record the number of Beach Club members and VIP's within the event area, and shall provide the City and the Coastal Commission with the data within one month of the end of the tournament.

8. Applicant shall implement a traffic and parking management plan and free beach shuttle bus plan. The plan shall address Handicapped Parking including: All existing handicapped (HC) parking spaced in the upper and lower pier parking lots, and lower pier parking lots, and along Manhattan Beach Boulevard, are reserved for use by persons with vehicles displaying valid handicapped placards; and vehicles associated with the Applicant or the event shall not reserve or occupy any handicapped parking spaces unless such vehicle displays a valid handicapped placard.
9. Commencing on the Monday prior to the tournament, and continuing through the Wednesday following the tournament, IMC shall be permitted exclusive use of only the two lower pier parking lots located at the base of the Manhattan Beach State Pier (71 stalls, not including HC stalls). All public parking spaces within the upper pier parking lots shall be reserved for the general public on a first-come, first served basis (54 stalls including HC stalls).
10. On Saturday and Sunday of the tournament, IMC shall provide the free remote parking supply at the Mira Costa High School, or similar, parking lot for the general public (i.e., beachgoers, event spectators and IMC guests). IMC shall monitor and record the number of persons and cars using the remote parking lot on each day and provide the City and the Commission with the data within one month of the end of the tournament.
11. On Saturday and Sunday of the tournament, IMC shall provide a free shuttle bus service to transport people (i.e., beachgoers, event spectators and IMC guests) between the remote parking lot and the downtown drop-off point (Von's Supermarket). At least two shuttle buses, each holding at least fifty persons, shall run continuously between the drop-off point and the remote parking lot each day between the hours of 7 a.m. to 7 p.m. One or both of the shuttle buses shall accommodate wheelchairs and handicapped persons. The "headway" time between shuttle service pick-ups shall be not more than 15 minutes.
12. Commencing on Tuesday prior to the tournament, IMC shall provide conspicuously posted on-street informational signs and banners to direct visitors to the free remote parking lot and inform them of the free beach shuttle bus stops. The signs and banners shall inform the public of the availability of a free bus shuttle for both event spectators and the general public. No fewer than ten informational signs shall be placed along major intersections leading into the City (i.e., I-405 Inglewood exit, Manhattan Beach Boulevard, Highland Avenue, Manhattan Avenue, Valley Drive, Ardmore Avenue, and Aviation Boulevard). The signs and banners shall be no smaller than 2'X3'. All signage shall be retrieved and properly removed on Monday following the tournament.
13. Commencing on Tuesday prior to the tournament, IMC shall provide no fewer than eight radio announcements and three newspaper advertisements within the Los Angeles County area informing the public of the shuttle

COASTAL COMMISSION

EXHIBIT # 4
PAGE 4 OF 6

service. These stations shall represent all diverse ethnic and cultural Los Angeles radio markets and shall include Spanish language, youth and news stations. The Applicant shall provide copies of each print advertisement to the City and the Coastal Commission within one month of the end of the tournament.

14. The event shall not interfere with the public's access to and use of the Manhattan Beach Pier. Pedestrian access to and from the pier shall remain open and unobstructed at all times. A safe level pathway with a minimum clear width of 4 feet shall be maintained between the pier and any bleacher or other obstructions. No tents, vehicles (except for emergency vehicles), fences, barriers or other similar structures shall be placed in the pier. The applicant shall monitor the pier in order to prevent any unpermitted encroachments by event sponsors and vendors.
15. The event shall not interfere with the public's use of the bicycle path and The Strand (the public walkway that parallels the beach). The bicycle path and The Strand shall remain open and unobstructed. Temporary re-routing of the bike path during bleacher/platform construction shall be in compliance with the requirements of Los Angeles County, and be addressed in the parking and traffic management plan. No fences, vehicles, materials or structures shall otherwise be parked or placed on the bicycle path or The Strand. The applicant shall monitor The Strand and bicycle path in order to prevent any encroachments by event sponsors and vendors.
16. The proposed event, and all associated development, shall not encroach any closer to the shoreline than fifty feet (50'), measured from the highest water mark.
17. Beer and wine service, and consumption, shall be limited to the VIP platform area subject to all applicable requirements of the State of California, and County of Los Angeles. Such service and consumption shall only occur between 12 noon and 8pm on August 13-16, 2015.
18. By acceptance of this coastal development permit, the Applicant agrees to remove and legally dispose of all trash, waste, oil, grease, and other materials that may be deposited on-site incidental to the volleyball tournament, associated activities, and the general public's use of the event site, pier and adjacent parking facilities. Such clean-up and disposal shall be completed at the end of each day's activities.

SECTION 6. Section 1094.6 of the California Code of Procedure governs the time within which judicial review, if available, of the decision reflected in this resolution must be sought, unless a shorter time is provided by other applicable law. The City Clerk shall send a certified copy of this resolution to the applicant, and if any, the appellant, at the address of said person set forth in the record of the proceedings and such mailing shall constitute the notice required by California Code of Civil Procedure Section 1094.6.

SECTION 7. The entitlements conferred by this Resolution shall become effective when all time limits for appeal as set forth in Manhattan Beach Municipal Code Section 10.100.030, and the Manhattan Beach Local Coastal Program - Implementation Program Section A.96.160 have expired; and, following the subsequent Coastal Commission appeal period (if applicable), which is 10 working days following notification of final local action. This Resolution upon its effectiveness constitutes the Coastal

COASTAL COMMISSION

EXHIBIT # 4
PAGE 5 OF 6

Development Permit for the 2015 Manhattan Beach Open volleyball tournament, that conforms to the description and conditions provided herein. Concurrently with its approval, the City Council approved an agreement with IMC to partner with the City of Manhattan Beach to produce the event during the period of August 13 - 16, 2015.

SECTION 8. The City Clerk shall certify to the adoption of this resolution.

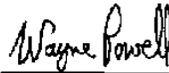
PASSED, APPROVED and ADOPTED this 21st day of April, 2015.

Ayes: Howorth, Lesser, D'Errico, Burton and Mayor Powell

Noes: None

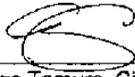
Absent: None

Abstain: None



Wayne Powell, Mayor
City of Manhattan Beach, California

ATTEST:



Liza Tamura, City Clerk

COASTAL COMMISSION

EXHIBIT # 4
PAGE 6 OF 6

RECEIVED
CITY CLERK'S OFFICE

AGREEMENT

2014 MAY -8 PM 2: 21

THIS AGREEMENT (the "Agreement") is made as of this 9 day of APRIL, 2014, by and among the CITY OF MANHATTAN BEACH ("City"), a municipal corporation organized under the laws of the State of California with its principal offices at 1400 Highland Avenue, Manhattan Beach, California 90266, and INTERNATIONAL MERCHANDISING COMPANY, LLC, an Ohio company, having its principal place of business at IMG Center, Suite 100, 1360 East 9th Street, Cleveland, Ohio 44114-1782, a wholly-owned subsidiary of IMG Worldwide, Inc. ("IMC" or "Organizer") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, since 1960, City has conducted an annual amateur and professional beach volleyball event entitled "The Manhattan Beach Open" (the "MBO") and is the owner of the title "Manhattan Beach Open";

WHEREAS, Organizer manages an annual schedule of volleyball events showcasing elite pro volleyball players; and

WHEREAS, City and Organizer wish to work together on the MBO in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions hereinafter set forth, and intending to be legally bound, the Parties agree as follows:

I. THE MANHATTAN BEACH OPEN

During the Term of this Agreement, City authorizes the Organizer to conduct the annual MBO, the dates of which will be selected by Organizer in consultation with City. This year's MBO will be held during the period August 15-17, 2014, with the possible Qualifier being held on Thursday, August 14, 2014. For each year hereafter (in 2015 and 2016), the Parties will agree to the dates in writing.

A) The agreed upon format for the MBO will be a Pro-Amateur format including both Men's and Women's Divisions with amateur qualifying rounds being played for entry into the professional rounds of the MBO. The playing rules for the MBO will be Federation International de Volleyball ("FIVB") international rules. The MBO will be a 32 team draw, and the Organizer will have the right to save 24 seeded spots for men and 24 seeded spots for women for Organizer entries.

B) The title of the MBO is "The Manhattan Beach Open"; however, permission has been granted to the Organizer (if it elects) to insert a sponsor into the title naming it "The Manhattan Beach Open presented by (SPONSOR)." All public identification of or reference to the MBO will be made in the following manner: "The Manhattan Beach Open" presented by (SPONSOR)." In addition, the reference to the domestic pro beach volleyball tour, Association of Volleyball Professionals (AVP Tour) may be referenced as part of the Manhattan Beach Open. Organizer specifically acknowledges and agrees that it will not release any information about the MBO to the public which refers to the MBO solely as "The [Primary Sponsor Name] Open." Notwithstanding the foregoing, Organizer will have the right to include one or more "Presented By" sponsors as part of the official title of the MBO so long as the "Presented By" title(s) appear after the words "Manhattan Beach Open" (e.g., "The Manhattan Beach Open Presented by [Presented By Sponsor] and [Primary Sponsor]").

C) The City will not sponsor any other men's or women's volleyball event(s) paying more than \$30,000 in prize money (or other benefits equaling more than \$30,000 in value) within 90 days before or after the MBO, unless approved in writing by Organizer.

D) Subject to obtaining required permits, the Organizer may use bleachers for the center court, outside courts and seating on the pier and the pier head provided that the aggregate of bleachers in

COASTAL COMMISSION

1

EXHIBIT # 5
PAGE 1 OF 12

4/9/14

connection with the MBO will not exceed a total of 4,500 seats, of which the center court bleachers will not exceed 3,500 seats. Subject to the approval of the Department of Public Works, additional seating, not to exceed 1,000 seats, may be placed around the outside courts. In addition, subject to the approval of the Department of Public Works, Organizer will have the right to have additional bleacher seating (which will not be included in the 4,500 seats on the beach): (i) on the pier behind the center court end zone bleachers up to 90'; and (ii) on the pier head adjacent to the lifeguard tower (provided that access ways to and from the pier and beach are not obstructed) in connection with the preceding two sentences.

E) All amplified sound speakers will be placed facing to the west.

F) All food vendors must be local businesses having a business license to operate in the City of Manhattan Beach.

G) No admission may be charged for more than 25% of the center court bleachers. At least 75 percent of the total seating capacity at each court shall be reserved for the general public on a first-come, first-served basis.

H) Suite tents and VIP seating will be provided by the Organizer as follows: (i) center sideline and/or end zone court elevated Suite tents; (ii) VIP reserved seating along one sideline for VIP's, corporate sponsors, etc. All other seating will be available to the public. Any additional center court Suite VIP tents and/or seating will be subject to City approval.

I) Organizer shall reserve 30 front row seats for the City to use at its discretion.

J) The Parties agree that all decisions of the City-appointed MBO event director will be final with respect to any issues that involve compliance with the Agreement as well as any issues that directly or adversely impact the community. Said event director will consult with a designated representative of Organizer and it will be the goal of the parties to reach mutual agreement on matters of event operation.

II. CITY RESPONSIBILITIES

A) The City will permit the Organizer to conduct a Pro-Am Men's and Women's Two Person Volleyball Tournament.

B) The City will provide an event director to oversee and monitor the total operation of the MBO especially in all matters pertaining to event liability and public safety.

C) The City will retain the right to conduct, if it desires, a pre-tournament qualifying round including non-Organizer players and retain the proceeds. However, the City will grant the Organizer permission to run these qualifying rounds and retain all the qualifying entry fees the Organizer will operate the qualifiers and take a minimum of eight (8) Men's teams and eight (8) Women's teams to play into the professional rounds of the MBO.

D) The City will provide to the Organizer any City services required for the MBO such as police, fire, etc. Expenses incurred by the City for these services will be billed to the Organizer by the City at the City's fully-burdened rates.

E) The City will coordinate all necessary City, Los Angeles County and California Coastal Commission permits, including but not limited to permits for merchandise sales, as approved by City Council, television cameras, and volleyball competition.

F) The City will provide on-site parking spaces for television coverage equipment, Organizer equipment trucks and personnel. The number of spaces will be 71, consisting of all of the north and south lower parking lot, except for 10 spaces in the north lower parking lot (excluding the handicap spaces). The City will also provide street parking on both sides on Manhattan Beach Boulevard below Ocean Drive. In addition, the City will close Manhattan Beach Boulevard west of Ocean Drive to bike and vehicular traffic as

COASTAL COMMISSION

EXHIBIT # 5
PAGE 2 OF 12

deemed necessary by public safety personnel, and the City will cause all bike riders to walk their bikes on Manhattan Beach Boulevard, west of Manhattan Avenue.

G) The City will allow sponsors' display booths and will allow distribution of samples of their products during the MBO as long as such sampling does not include: (1) water (subject to agreement between City and LA County regarding approval of sales and sampling on the beach at the MBO) or (2) alcoholic and tobacco products and (3) as long as such sampling is not in conflict with the restrictions detailed under Section IV hereof. The City will not prohibit display booths, sampling or sales of non-restricted products at the base of the pier and on the sand at the MBO.

H) The City will grant the right to the Organizer to set up a Food Court and Merchandise Fair (which will include the right to sample or sell merchandise and/or other items or services, subject to the restrictions set forth above) made up of City and other merchants in compliance with the Los Angeles County Health Department codes and obtain permits as required.

I) The City will allow the use of portable bleachers and the placement of a video board on the base of the pier.

III. ORGANIZER RESPONSIBILITIES

A) Organizer will not organize, sponsor, promote or lend its name to any additional beach volleyball events with a prize purse of more than \$50,000 to be played on the same dates as the MBO.

B) Organizer will make its best efforts to guarantee the appearance of 16 of the top 20 available professional volleyball teams (barring injury) to participate in the MBO.

C) Bleacher load-in may occur only on the Thursday one week prior to the tournament. Bleachers and bleacher materials shall be stored and secured under the Manhattan Beach Pier with green screen and fencing. Set up for the MBO will begin on the Monday before the tournament. The MBO, including the Qualifier, will take place on Thursday, Friday, Saturday and Sunday of the agreed upon dates and breakdown will be completed by 8:00 p.m. on the Wednesday following the tournament.

D) The Organizer will provide, at its own expense, all event production, including but not limited to, nets, sound equipment, volleyballs, scoreboards, announcer's platform, court siding, court lines, tents, booths, possible bleacher seating for up to 4,500 (not to exceed 3,500 in bleacher seating on center court), and no more than 6 inflatables. Bleacher set-up must adhere to the 41.5 ft. limit set by the Coastal Development Permit. The Organizer will transport the equipment to the site, set up said equipment in a cooperative and timely fashion, and at the close of the MBO take down and remove the equipment. A designated representative of Organizer must remain on-site during the entire tear-down process. Said equipment is to be totally removed from the site by 8:00 p.m. on the Wednesday following the MBO. City reserves the right to determine limits on the use of said equipment as it pertains to City ordinances and will enforce all such ordinances for the protection of public health and safety. To ensure compliance with the date and time of removal, the Organizer will provide the City a \$10,000 security/clean-up deposit. The Parties will meet "on site" on the Wednesday after the MBO at approximately 4:00 p.m. to determine if the site, to include the beach and parking lots, has been reinstated to its original condition. The Parties agree that based on reasonable expectations, the Organizer will henceforth rectify any outstanding "clean-up" deficiency. Site clean-up must include sifting, cleaning and leveling of beach sand to remove debris beneath the surface. If such deficiency is not rectified by the days set forth below which immediately follow the Wednesday deadline, the Organizer will forfeit the amount shown.

Thursday	2:00 PM	\$3,000 plus City costs
Friday	2:00 PM	\$3,000 additional (\$6,000 total) plus City costs
Saturday	5:00 PM	Balance of \$10,000 (\$10,000 maximum)

30

COASTAL COMMISSION

City will return the \$10,000 security/clean-up deposit, or the remaining amount thereof if the Organizer did not complete the clean-up by the deadlines above, by Thursday, September 30, 2014. Equivalent deadline dates for future year's events shall be set by the Parties in writing prior to each year's MBO.

E) The Organizer will provide all necessary funds, staff, equipment, and materials necessary to adequately promote and seek sponsorship for the MBO at no expense to City. Also, the Organizer will provide a designated representative to consult as necessary with the City event director regarding all facets of event operation.

F) The Organizer will provide on-site tournament staff to handle sponsor relations, television liaison, and player mediations.

G) The Organizer will reimburse the City for all its direct "in-house" services for the event. An estimate of these costs, which are projected to be \$40,000 for the 2014 MBO, will be paid to City 30 days in advance of the MBO. Actual City departmental costs will be itemized and billed to the Organizer upon completion of the MBO. An additional \$10,000 cleaning deposit is required (see Section III.D) and is fully refundable upon event clean-up, except as stated in Section III.D.

H) The Organizer will pay for any permits required from the County of Los Angeles and any direct cost of required permits, other than processing fees for City permits.

I) The Organizer will provide for a traffic control plan consistent with the Coastal Commission regulations for the MBO.

J) The Organizer, at its expense, will provide for adequate trash removal. The Organizer shall make arrangements with the proper City of Manhattan Beach waste contractor for trash containers to be placed at the proper beach location at least one day prior to the MBO and removed by the morning following the completion of the MBO.

K) Unless otherwise expressly specified herein, the foregoing responsibilities of the Organizer will be discharged at the expense of Organizer.

L) Organizer shall pay the expenses incurred by the City for City services at the City's fully-burdened rates. All parking expenses will be paid by the Organizer.

M) The Organizer shall provide adequate access to the MBO location in a manner satisfactory to the City, including access to designated parking spaces for people with disabilities. In addition, the Organizer shall provide, at its sole cost, a free shuttle on the Saturday and Sunday of the tournament to transport spectators and other beachgoers from the remote parking lot (Northrop Grumman parking lot) to the downtown drop-off point (Von's supermarket). Up to two shuttle buses, each holding at least fifty persons, shall run continuously between the drop-off point and the remote parking lot each day between the hours of 7 a.m. and 7 p.m. One or both of the shuttle buses shall accommodate wheelchairs and handicapped persons. The "headway" time between shuttle service pick-ups shall be not more than 15 minutes.

N) Organizer shall pay City \$2,000 for City-appointed MBO event director's services in connection with the MBO.

IV. MERCHANDISING, SPONSORSHIP AND LICENSING RIGHTS

A) City grants to the Organizer a temporary exclusive license to the MBO consistent with the term of this Agreement which will include, without limitation, all merchandising of the MBO plus the right to obtain sponsors and advertisers, to produce and sell television, digital and new media programming, as well as to produce and sell MBO merchandise.

COASTAL COMMISSION

EXHIBIT # 5

PAGE 4 OF 12

B) Organizer will be allowed to solicit potential sponsors and contract with sponsors for sponsor exposure at the MBO so long as the following guidelines are observed:

- 1) No sponsor will be solicited or accepted who manufactures, markets or are identified in any way with a feminine hygiene product, any disease control products or any product or service considered illegal under the laws of the United States or the State of California.
- 2) No sponsor will be solicited or accepted who produces any form of sexually related film or product or any and all products not deemed by the City to be acceptable to public sensibilities or morals.
- 3) No sponsor will be solicited or accepted who produces any form of tobacco products.
- 4) These guidelines are not intended to exclude as sponsors those that are manufacturers of or distributors of distilled spirits, wines, wine products, beer or fast foods.

C) City will allow sign exposure areas at the MBO for sponsors, including but not limited to customary court banners, booths, hospitality areas and bleacher banners. In addition, Organizer will have the right to have signage on the railings on the south side of the pier and on the railings along the bike path in the area of the MBO. Further, City will allow vehicles (e.g., official sponsor vehicles, watercraft, etc.) on the sand in connection with the MBO, as permitted by the Local Coastal Program.

V. PROMOTION OF THE MBO

A) Organizer will provide all funds, staff, equipment, and materials necessary to adequately promote and advertise the MBO. City will assume no advertising obligation except as specifically provided herein; however, it will promote the MBO as in the past years by cooperating with the press and agreeing to place posters in City-approved locations and assisting in the placement of street and pole banners. Organizer will provide all publicity and promotional materials.

B) The City will permit the Organizer to advertise and promote the MBO within the City for a minimum of four weeks prior to the tournament. This commitment will include the following:

- 1) Organizer will be entitled to have exclusive access to specific locations subject to approval by City for street banners commencing 30 days prior to the MBO. A list of specific locations will be submitted to City at least 90 days prior to the MBO.
- 2) Organizer will have the exclusive right to hang pole banners in specific locations subject to approval by (two weeks prior to the MBO). A list of specific locations will be submitted to City at least 90 days prior to the MBO.
- 3) All street and pole banner designs must be approved by the City. Organizer will be responsible for the costs of hanging and removing all such banners; provided, however, that City will not charge any permit fees in connection with such banners.
- 4) Organizer will have the right to distribute storefront posters for the downtown businesses. The Organizer will be prohibited from placing any posters on any City property. In addition, the Organizer will be prohibited from handing out fliers, posters, index cards, and any other promotional material in the downtown area. In return, to the full extent allowed by law, the City will prohibit other non-event sponsors of the Organizer from distributing product or promotional literature in the downtown area. In addition, Organizer will have the right to issue local newspaper releases.

C) All support and point-of-purchase materials will list the MBO and all event posters, counter cards and schedules will mention the City.


COASTAL COMMISSION

D) City will acknowledge Organizer in any local television programming that highlights upcoming events.

E) City will give the MBO preferred placement on its web site, if possible.

VI. MEDIA AND DISTRIBUTION

Organizer will have the exclusive right to solicit and negotiate all radio, film, digital, and television broadcast agreements.

A) A live broadcast by the sponsor radio station and filming of the MBO will be allowed at the MBO. All radio broadcast and/or filming set-ups are to be approved and licensed by the proper City representatives who will be available and on hand at the time of set-up. Approval will take into account the desire of the Parties to allow a first quality broadcast and the technical needs of the broadcasters.

B) Organizer will provide City with a DVD and digital "line cut" of the finished content and edit of the MBO broadcast and web cast, within one (1) month after the end of the tournament (or as soon as available).

C) City and Organizer will own all rights to all radio, photo, digital content, and television product of the MBO. City will be afforded the right to use said digital, photo and television productions as long as they are used for non-commercial purposes such as historical documentation and promotion of the MBO. Organizer agrees that all such usage of content from the MBO will be complimentary and positive to the City, the MBO and the citizens of City. In all cases, City has the right to review and approve all such usage of content generated by the MBO (approval of such usage not to be unreasonably withheld).

VII. MBO MERCHANDISE

A) City will not prohibit the sale of domestic series or MBO-related or event merchandise, sponsor apparel, or volleyballs at the base of the pier or on the sand.

B) The MBO-specific apparel and non-consumable souvenir merchandise will be developed by Organizer. The Organizer will have the exclusive right to create, market and license said MBO-specific merchandise. All MBO-specific merchandise will comply with the title requirements set forth herein and as follows:

- 1) Sales and distribution of the MBO-specific merchandise plan shall be subject to approval by the City.
- 2) City shall have input and approval of all designs and products Stock Keeping Units (SKUs).
- 3) Organizer to provide a list of product SKUs for approval by City, including but not limited to t-shirts, sweatshirts, hats, shorts, volleyballs, toys, equipment, etc.

C) No other consumables or non-consumables will be sold or given away at the site except as specified in this Agreement or as approved in writing by the City prior to the MBO.

VIII. PRIZE MONEY

Organizer shall provide for a minimum \$75,000 in prize money for each of the Men's and Women's Open Divisions, for a total of \$150,000. Organizer shall make its best commercial efforts to increase prize money in 2015 and 2016 pending the success of sponsorship sales and television right fees (if any). Organizer shall present the prize money levels to the City 120 days prior to the commencement of the tournament in any given year. The prize money levels for each year of the MBO shall not be less than \$150,000 (i.e., \$75,000 for each gender).

COASTAL COMMISSION

4/9/14

EXHIBIT # 5
PAGE 6 OF 12

IX. TERM

This Agreement will be effective for a period of 3 years commencing with the 2014 Manhattan Beach Open and extending through the 2016 Manhattan Beach Open.

X. RENEWAL

Provided Organizer is not in default of its obligations hereunder, City agrees that before granting any rights to a third party for the exclusive license to the MBO consistent with the terms of this Agreement which will include, without limitation, the production of a pro beach volleyball tournament entitled the "The Manhattan Beach Open," all merchandising of the MBO plus the right to obtain sponsors and advertisers, to produce and sell television, digital and new media programming, as well as to produce and sell MBO merchandise in 2017 - 2019, if held, City will first negotiate in good faith with Organizer during a 30-day period as designated in writing by City. If City and Organizer fail to reach an agreement during said 30-day period, Organizer will have the right within 14 days thereafter to submit to City in writing the terms and conditions (the "Final Offer") Organizer is willing to offer or accept for such rights as the Organizer of the 2017 - 2019 Manhattan Beach Open.

XI. FORCE MAJEURE

If in any year during the Term hereof an entire MBO cannot take place as planned due to inclement weather or other force majeure outside the Parties' reasonable control, such failure to hold the affected MBO on its originally scheduled date will not be treated as a breach of this Agreement by either party and each party will use their commercially reasonable efforts to reschedule the MBO on a mutually agreeable date. If no substitute date is set within 90 days of the force majeure event: (i) each party will be responsible for its own expenses with respect to the affected MBO; and (ii) both parties will have no further obligations to each other with regard to the affected MBO.

XII. DEFAULT

A) The following events will constitute an event of default ("Event of Default") under this Agreement regardless of whether any such event is voluntary or involuntary or results from the operation of applicable laws, rules or regulations or is pursuant to or in compliance with any judgment, decree or order of any court of competent jurisdiction:

- (i) either party makes any material misrepresentation or materially breaches any warranty made herein and fails to cure such breach within 14 days of its receipt of the written notice of such breach provided such breach is curable;
- (ii) either party commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or will make a general assignment for the benefit of creditors, or will have an involuntary case or other proceeding instituted against it seeking similar relief; or
- (iii) either party otherwise fails to perform or observe any other material covenant or material condition set forth herein and such failure continues unremedied for a period of 14 days after the receipt of written notice thereof from the non-defaulting party outlining the default and method of cure.

B) Upon the occurrence of an Event of Default, and at any time thereafter so long as the same is continuing, the non-defaulting party may declare, at its option, this Agreement to be in default and: (i) may immediately terminate this Agreement without any liability whatsoever other than liabilities accrued to such date by giving the defaulting party written notice of termination; (ii) may seek enforcement by appropriate court action of the terms hereof and recover damages for the breach hereof; (iii) may exercise

COASTAL COMMISSION

EXHIBIT # 5 4/9/14
PAGE 7 OF 12

any other right or remedy available to it under law or in equity; or (iv) may seek any permitted combination of such remedies. No remedy is intended to be exclusive, but each will be cumulative and the exercise of any such remedy will not preclude the simultaneous or later exercise of any other remedy.

XIII. REPRESENTATIONS AND WARRANTIES

A) City represents and warrants to IMC that: (i) City has the full right and authority to enter into and perform its obligations under this Agreement; (ii) the naming, media and licensing rights of the "Manhattan Beach Open" granted to IMC are owned by City and it is City's good faith belief that the use of such rights by Organizer will not violate the rights of any third party and the full right to exercise the same have in no way been limited, diminished, or impaired, notwithstanding the AVP Pro Volleyball Tour Inc.'s purported registration of the trademark in January 13, 2009; and (iii) the execution, delivery and performance of this Agreement will not violate the provision of any agreement to which City is a party or by which it is bound.

B) IMC represents and warrants to City that: (i) they have the full right and authority to enter into and perform their obligations under this Agreement; (ii) the rights granted to City hereunder will not violate the rights of any third party and the full right to exercise the same have in no way been limited, diminished, or impaired; (iii) the execution, delivery and performance of this Agreement will not violate the provision of any agreement to which either is a party or by which they may be bound; and (iv) they are fully aware of the AVP Pro Volleyball Tour Inc.'s purported registration of the Manhattan Beach Open trademark. Should any purported registration of the MBO trademark affect either party's ability to fulfill its duties and deliverables as outlined in this Agreement, both parties agree that such inability to fulfill such duties and deliverables will not be considered a material breach of this Agreement and will be remedied by mutual agreement reached through the on-going discussions between the Organizers and the City.

XIV. USE OF TRADEMARKS OR SERVICE MARKS

City hereby grants a limited license to IMC, for the 2014 through 2016 MBOs only, to use the name "Manhattan Beach Open." City expressly reserves to itself all other rights to use the name "Manhattan Beach Open" which the parties hereto acknowledge is the sole property of City. Except as expressly provided herein, no party will have the right to use in any way the corporate or trade name, trademark(s), service mark(s), logo(s), or other identification of the other party without its prior written consent.

XV. CONTINGENCIES

This Agreement is contingent upon issuance by City of all necessary governmental approvals, including but not limited to, all required City of Manhattan Beach and Los Angeles County; or Coastal Commission (if any) approvals and environmental review (if any) required under the California Environmental Quality Act ("CEQA").

XVI. INSURANCE

A) Commencement. Organizer will not commence activities under this Agreement until it has obtained insurance as approved by City. Before beginning any activities hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, IMC will have and maintain in place, all of the insurance coverages required by this Section XVI. IMC's insurance will comply with all items specified by this Agreement. Any subcontractors of IMC will be subject to all of the requirements of this Section XVI and IMC will be responsible for obtaining evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder will be issued by insurers authorized to do business in the State of California.

COASTAL COMMISSION

EXHIBIT # 5
PAGE 8 OF 12

B) Coverages, Limits and Policy Requirements. IMC will maintain the types of coverages and limits indicated below:

- 1) **COMMERCIAL GENERAL LIABILITY INSURANCE** - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting City. The limit for all coverages under this policy will be no less than Two Million Dollars (\$2,000,000.00) per occurrence. City, its employees, officials and agents, will be added as additional insureds by endorsement to the policy. The insurer will provide the City with a certificate evidencing such insurance and such certificate will state that the insurer will not cancel or materially modify such insurance policies with notice to be delivered in accordance with the policy provisions for any cancellation, non-renewal or material change in coverage. The policy will contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy will be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.
- 2) **COMMERCIAL AUTO LIABILITY INSURANCE** - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the City. The limit for bodily injury and property damage liability will be no less than one million dollars (\$1,000,000) per accident. City, its employees, officials and agents, will be added as additional insureds by endorsement to the policy. The insurer will provide the City with a certificate evidencing such insurance and such certificate will state that the insurer will not cancel or materially modify such insurance policies with notice to be delivered in accordance with the policy provisions of any cancellation, non-renewal or material change in coverage. The policy will contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy will be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto), or other form approved by the City's Risk Manager, must be executed by the applicable insurance underwriters.
- 3) **WORKERS' COMPENSATION INSURANCE** - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employer's Liability Insurance with a minimum limit of not less than one million dollars (\$1,000,000) per claim. The policy will contain, or be endorsed to include, a waiver of subrogation in favor of City.

C) Additional Requirements. The procuring of such required policies of insurance will not be construed to limit the liability of IMC hereunder, or to fulfill the indemnification provisions and requirements of this Agreement. There will be no recourse against City for payment of premiums or other amounts with respect thereto. City will notify IMC in writing of changes in the insurance requirements. If IMC does not deposit certificates evidencing acceptable insurance coverage policies with City incorporating such

COASTAL COMMISSION

4/9/14

9

EXHIBIT # 5

PAGE 9 OF 12

changes within 60 days of receipt of such notice, IMC will be deemed to be in default hereunder. Any deductibles or self-insured retentions must be declared to and approved by City.

D) Verification of Compliance. IMC will furnish City with a certificate evidencing coverage required by this Agreement.

XVII. INDEMNIFICATION

IMC agrees to indemnify, defend, and hold harmless City and its boards, officers, agents, attorneys and employees from any and all claims, liabilities, losses, expenses, or damages of any nature (including attorneys' fees and costs) arising out of, or in any way connected with performance of this Agreement by IMC, its agents, officers, employees, subcontractors or independent contractor(s) hired by IMC, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. This indemnity will apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by IMC.

City agrees to indemnify, defend, and hold harmless IMC and its boards, officers, agents, attorneys and employees from any and all claims, liabilities, losses, expenses, or damages of any nature (including attorneys' fees and costs) arising out of the performance of this Agreement by City, City's agents, officers, employees, subcontractors, or independent contractor(s) hired by City. This indemnity will apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by City.

XVIII. INDEPENDENT CONTRACTOR/POLICE POWER

City and IMC will each be and act as independent contractors. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way other than as authorized by this Agreement. Nothing in this Agreement will be construed to create a joint venture between the Parties or to obligate any other party for debts or obligations incurred by the other party in the performance of this Agreement.

Nothing in this Agreement shall be construed as a limitation on the City's exercise of its police power, including, but not limited to, the exercise of its discretion in consideration of any permit application required for the event contemplated by this Agreement.

XIX. FAILURE TO OBJECT NOT A WAIVER

The failure of any party to this Agreement to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof will not be construed as a waiver thereof, nor of any future breach of subsequent wrongful conduct.

XX. NOTICES

All notices required or permitted hereunder will be deemed duly given on the date sent by certified mail, postage prepaid, addressed to the Parties as follows:

If to IMC:	International Merchandising Corporation 12400 Wilshire Boulevard, Suite 800 Los Angeles, CA 90025 Attn.: James Leitz
	Telephone: 424-653-1873 Facsimile: 310 909-5901

COASTAL COMMISSION -

4/9/14

EXHIBIT # 5
PAGE 10 OF 12

if to City: City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90286
ATTN: Director of Parks & Recreation

cc: City Attorney

XXI. LIMITATION ON ASSIGNMENT

A) The rights and obligations under this Agreement may be assigned or delegated by the Parties only with the prior written consent of the other party. Any attempted assignment or delegation, without the prior written consent of the other party will be voidable at the discretion of the non-assigning party.

B) This Agreement and all of the terms and provisions hereof will be binding upon and will insure to the benefit of the parties hereto and their respective successors and assigns.

XXII. APPROVAL

Whenever approval, consent, information, or data is herein required of either or both Parties, the same will not be unreasonably or arbitrarily delayed or withheld.

XXIII. COMPLIANCE WITH THE LAW

Should it be determined that this Agreement or any provision hereof violates any federal, state, or local law or regulation, then the parties will promptly modify this Agreement to the extent necessary to bring about compliance with such law and/or regulation; provided, however, that if such modification would cause this Agreement to fall in its essential purpose or purposes, it will be deemed cancelled by mutual agreement of the parties and neither party will have any further obligations or liabilities with respect to this Agreement.

XXIV. SURVIVAL

In the event that this Agreement is terminated for any reason during the term, Sections VI, VII, VIII, XVI, and XVII will survive the termination of this Agreement in perpetuity.

XXV. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings or agreements in regard hereto. This Agreement cannot be altered or modified except by an agreement in writing signed by both Parties.

XXVI. GOVERNING LAW/VENUE

The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Manhattan Beach.

XXVII. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

[SIGNATURES BEGIN NEXT PAGE]



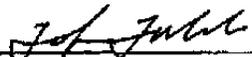
4/9/14

COASTAL COMMISSION

EXECUTED on the date first written above at Manhattan Beach, California.

CITY OF MANHATTAN BEACH

IMC



JOHN JALILI
Interim City Manager



JAMES LEITZ

ATTEST:

JAMES LEITZ SNP

 5-8-14

LIZA TAMURA
City Clerk

4/9/14

APPROVED AS TO FORM:



QUINN M. BARROW
City Attorney

COASTAL COMMISSION

12

EXHIBIT # 5
PAGE 12 OF 12

**City of Manhattan Beach Responses to Reasons
Supporting Appeal No. A-5-MNB-15-0032**

In response to William Victor's appeal of the approved Coastal Development Permit for the 2015 Manhattan Beach Open, the City of Manhattan Beach is providing the following comments:

Notice

- Public notice was provided by mail and newspaper publication as required by the Manhattan Beach Local Coastal Program (LCP).

Access

- The project will maintain access to the pier and adjacent coastline while providing a popular public event on beach space (normally occupied by volleyball courts), and a free public shuttle to enhance event/beach access.
- In conformance with the LCP and previous event permits, Condition 7 requires at least 75% of seating capacity to be free to the public, and specifically states "The remaining 25% (or less) of the total seating capacity at each court (including bleachers, sand areas, and viewing platforms/risers surrounding each court) may be paid seating, or reserved for preferred VIP seating and/or access." The VIP areas are included in the up to 25% paid seating area and constitute a primary component of the paid seating allotment.

Structural Details

- The plans presented at the City Council Meeting are conceptual, as are all coastal permit plans, and do not include engineering or other construction details. Construction plans and applicable permits shall proceed through Los Angeles County, which holds authority over the beach and bike path properties.

Alcohol

- The City Council approved limited beer and wine service in a portion of paid seating area, which is within its authority for the City of Manhattan Beach. Los Angeles County is currently reviewing the project with respect to its authority over the project.
- The LCP does not prohibit or restrict alcohol service.

COASTAL COMMISSION

EXHIBIT # 6
PAGE 1 OF 1

CALIFORNIA COASTAL COMMISSION

SOUTH COAST DISTRICT OFFICE
700 OCEANGATE, 10TH FLOOR
LONG BEACH, CA 90802-4416
VOICE (562) 590-5071 FAX (562) 591-5084

MAY 15 2015



CALIFORNIA
COASTAL COMMISSION

APPEAL FROM COASTAL PERMIT DECISION OF LOCAL GOVERNMENT

Please Review Attached Appeal Information Sheet Prior To Completing This Form.

SECTION I. Appellant(s)

Name: *William Victor*
Mailing Address: *P.O. B 241072*
City: *Los Angeles CA* Zip Code: *90024* Phone: *516-670-2590*

SECTION II. Decision Being Appealed

- Name of local/port government:
City of Manhattan Beach, Ca.
- Brief description of development being appealed:
Coastal Development Permit for 2015 Manhattan Open with VIP Platform with BEER & WINE SERVICE Street, market food Pan and Bridge over bicycle path.
- Development's location (street address, assessor's parcel no., cross street, etc.):
South Side of M.B Pier, Piercaport and abutting on the Coast, Bike Path.
- Description of decision being appealed (check one.):
 Approval; no special conditions
 Approval with special conditions:
 Denial

Note: For jurisdictions with a total LCP, denial decisions by a local government cannot be appealed unless the development is a major energy or public works project. Denial decisions by port governments are not appealable.

TO BE COMPLETED BY COMMISSION:	
APPEAL NO:	<i>A-5-MNB-15-0032</i>
DATE FILED:	<i>5/15/15</i>
DISTRICT:	<i>South Coast / Long Beach</i>

COASTAL COMMISSION

EXHIBIT # 7
PAGE 1 OF 4

APPEAL FROM COASTAL PERMIT DECISION OF LOCAL GOVERNMENT (Page 3)

SECTION IV. Reasons Supporting This Appeal

PLEASE NOTE:

- Appeals of local government coastal permit decisions are limited by a variety of factors and requirements of the Coastal Act. Please review the appeal information sheet for assistance in completing this section.
- State briefly your reasons for this appeal. Include a summary description of Local Coastal Program, Land Use Plan, or Port Master Plan policies and requirements in which you believe the project is inconsistent and the reasons the decision warrants a new hearing. (Use additional paper as necessary.)
- This need not be a complete or exhaustive statement of your reasons of appeal; however, there must be sufficient discussion for staff to determine that the appeal is allowed by law. The appellant, subsequent to filing the appeal, may submit additional information to the staff and/or Commission to support the appeal request.

Failure of proper Notice in accordance w/ local Coastal Program, Redaction of Rules to the Coastal Area and exclusion of recreational uses of the beach from a VIP area where alcohol is being served, Failure to provide engineering details w/ respect to structures over beach deck parts, use of materials incompatible with beach deck and recreational uses of the beach.

Violation of existing ordinance(s) pertaining to alcoholic beverages on public property and failure to comply w/ necessary permits from City of Manhattan Beach, ABC are failure to protect public access to coast.

I respectfully reserve the rights to supplement this appeal with information including the information which the Public Recreation Dept refused to submit as evidence of engineering of bridge on Beach deck for safety of bicyclists and beach goers on a summer weekend party earlier (1) days in August 2015.
I will update this and email it if any portion is different or heard.

WILLIAM VICTOR A LAW CORPORATION

POST OFFICE BOX 241072
LOS ANGELES, CA 90024
(316) 670-2590
VIA FAX TO : 562-590-5084
May 18, 2015

Charles Posner
California Coastal Commission
200 Ocean Gate 10th Floor
Long Beach, Ca 90802-4316

Re: Appeal from Coastal Permit Decision of Local Government Filed May 15, 2015

Dear Chuck:

In accordance with our telephone conference earlier this afternoon we agreed that I would arrange for the preparation of a Typewritten /clarified supplement to the above referenced appeal today and if it reached your office tomorrow, Tuesday May 19, 2015 it would still be timely especially in view of the fact that you have (as you acknowledged on the telephone) that you have received the handwritten original filed on May 15, at your office of the Coastal Commission.

I tried to email this and for whatever reason it failed (perhaps because of the length of the text) and it has been prepared once again late into the evening. I will prepare below the portions which appear to me likely to be hard to read (for which I apologize since it was done last minute when I learned that the Manhattan Beach City public files were not readily available and it seemed to validate my most significant concerns for access, safety, required notice failure et al and what follows). As you and I discussed I reserve the right to supplement this Appeal when additional information becomes available, for example from the City Parks and Recreation Department when I learned from Marcella A. Calloway, the dedicated Administrative Clerk of that Department that she was instructed by the Director of that Department, a Mr. M. Layman, to prohibit me from reviewing the public files without filing a Public Records Request which I was told will take a minimum of ten (ten) calendar days. I attach (as Exhibit "A") a confirmation copy of my immediate request date stamped in the early afternoon of May 15. Incidentally, that Department head, Mr. Layman (spelling?), has been too often responsible for failing to respect the requirements of notice and accountability to the residents of Manhattan Beach on a regular basis. For example, he makes decisions based on closed meetings with his selection of what he calls "stakeholders" excluding those who are often equally affected but he is apparently fearful that those persons might have a different opinion than he does about a matter impacting ALL of residents, property owners and/or taxpayers.

My "translation/clarification" follows as we discussed. I thank you, Chuck, for your patience.

2. Description of development being appealed:
Coastal Development permit for the 2015 Manhattan Open with VIP Platform with beer and wine service south of the Manhattan Beach Pier and a bridge structure over the County Bicycle path.

3. Development's location:
South side of Manhattan Beach Pier, parking lot and abutting and over County Bike Path.

Section IV; Reasons supporting this appeal emphasize that this will be supplemented (as we discussed briefly this afternoon) when I receive additional facts including for example the facts which exist in the public file which I was prohibited from inspecting without filing a formal public records request after explaining that I required it be sure that if I filed an appeal it was as complete and accurate as possible and I was told that there were no engineering calculations concerning the bridge structure planned over the bike path and parking lot and my concern for the safety of the beach users who I understand are entitled to safe access to the California coast including those who ride and walk under this bridge structure including some who have already been served alcohol.

The partial reasons provided in my handwriting in the already filed document follow below:

Failure of proper notice in accordance with the Local Coastal Program, (Coastal Act) (You and I discussed that the person who was responsible for posting notice admitted with her usual integrity to me that she did not post the notice at the site) Reduction of access to the Coastal area, and exclusion of recreational users of the beach from a VIP area where alcohol is being served (to a privileged class of users who we are informed pay money for the admission to that area) failure to provide requested engineering details with respect to a structure over the bicycle path, unavoidable interference with bicycle path and recreational users of the beach.

EXHIBIT # 7
PAGE 3 OF 4

05/19/2015 04:03 310-379-7313

FEDERAL OFFICE 1010

PAGE 02

Violation of existing ordinance(s) pertaining to alcoholic beverages on public property and failure to comply with necessary permits and requirement from the City of Manhattan Beach, California Alcoholic Beverage Control Act and failure to protect public access to the California Coast.

I respectfully reserve the rights to supplement this appeal with information including (but not limited to) the information which the Parks and Recreation Department refused to submit including evidence of engineering of the bridge over the Bike path for the safety of bicyclists and beach goers on a summer weekend and during 11 days (including set up and take down) in August 2015.

I will retype this and email it if any portion is difficult to read.

That is the end of the translation /clarification which I promised to make sure you received by Tuesday morning per our agreement, Chuck.

I assume that your office will copy those who have to be copied. Please also thank your wonderful staff and colleagues in Long Beach who treat everyone so well.

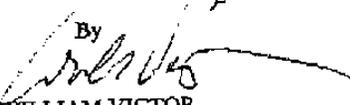
I apologize for any typos since my normal proof reader was not planning to be working this evening.

Thanks again for your assistance and dedication in making the California Coast a better and safer place for all that rely on you.

Respectfully yours,

WILLIAM VICTOR A LAW CORPORATION

By


WILLIAM VICTOR

Enclosure(s) as stated

COASTAL COMMISSION

EXHIBIT # 7
PAGE 4 OF 4

**+ WILLIAM VICTOR
A LAW CORPORATION**

POST OFFICE BOX 241072
LOS ANGELES, CA 90024
(516) 670-2590
VIA FAX TO : 562-590-5084
May 26, 2015

RECEIVED
South Coast Region

MAY 27 2015

CALIFORNIA
COASTAL COMMISSION

Charles Posner
California Coastal Commission
200 Ocean Gate 10th Floor
Long Beach, Ca 90802-4316

Re: Appeal from Coastal Permit Decision of Local Government Filed May 15, 2015-Supplement to Appeal filed May 15, 2015, and the letter dated May 18, 2015 and emails a copy of which was sent to you on Friday, May 22, 2015 highlighting the difficulty and roadblocks I have experienced from the City of Manhattan Beach Parks and Recreation Department in my attempting to obtain the opportunity to inspect the file of the Parks and Recreation Department regarding the compliance and /or non compliance with the Coastal Act, Local Coastal Program and the existing City Ordinance regarding the prohibition of the use of alcohol on the Manhattan Public Beach.

Dear Chuck:

Thank you for allowing me to supplement my initial brief rushed comments and to take time to comment on documents finally supplied to me this evening..

First before any other information, it is important for me to reiterate that I am NOT requesting in this appeal that the Manhattan Open not take place. I am requesting that it be scheduled with conditions as it has in past years to be conducted without interference of the bicycle path, or interfere with access of the recreational users of the beach for eleven days in the heart of the summer season, that alcohol not be served in the event and that the parking lots be allowed for use of the normal beach users. Contrary to your recollection Chuck, alcohol of any sort has never been served at any event on the Manhattan Beach..The City Council was so awed that a portion of this tournament in Manhattan Beach would be televised it enthusiastically supported the tournament plan supported by Parks and Recreation Department Director Mark Layman without adding any conditions I am aware of and permitting alcohol on the public Beach for the "Beach Club/VIP" paid seating attendees in "preferred seating areas" ..

For example, an event serving wine and beer or liquor to VIP labeled individuals was initially planned for the 100 th Anniversary (aka the Centennial Celebration) of the City of Manhattan Beach and there was such an uproar by the Manhattan Beach community that this entire event was removed from the plans .

Furthermore Ordinance No 1916 of the City of Manhattan Beach, is attached as Exhibit "A"(The same ordinance exists but now may be renumbered I am informed by The City Clerk for the convenience of the Coastal Commission. I am informed by the City Clerk, Liza Tamura, that it is still in existence. It prohibits the granting of any permit or any special permit to serve any alcohol on the Manhattan Beach public beach; in the remainder of the City of Manhattan Beach the Council could grant "special permits" for the consumption of beer or wine "subject to the recommendations of the Chief of Police".By coincidence or by design the current Chief of Police, Chief Eve Irvine, who is almost always diligently in attendance at City Council Meetings was not in attendance at the meeting of April 21, 2015.

Furthermore the proper notice requirements were not complied with for this hearing on April 21, 2015. As you and I also discussed, Angela Soo, who was responsible for preparing notices confirms that no notice was posted anywhere on the site of the proposed event which you and I agreed are required in coastal developments such as this. It has been the unfortunate habit of the Director of Recreation and Parks to exclude notice to neighboring residents and property owners in almost all if not all matters affecting their respective neighborhoods. I did not receive a letter as I had always requested of Lori Jester and Richard Thompson the past Community Development Director who retired this past year. I renewed the request again to supplement the existing notices and assurances from the new Director but it too was ignored I was told by mistake. I noticed the list of addresses and the owners of the properties which on the list in this file and in numerous instances were carelessly not addressed by design to the address of the owners who had addresses with the assessor not at the residence. I pointed this error out to Lori Jester, a city employee in the Community Development Department who had some responsibility for this failure to mail notices to the correct or any address in my case more than once.

EXHIBIT # 8
PAGE 1 OF 11

There was a notice Exhibit "B" in a local throw away paper but the delivery of that paper to homes as it had been in the past, had ceased some period of time beginning prior to the date of the publication of this notice. When the publisher was asked about it she stated she was not aware but that an independent company delivered The Beach Reporter for some time; but she would "look into it". The failure to deliver to the homes as it usually had must have had an impact on the ability of persons to read the modest ad placed at the back of the weekly newspaper.

This Council approved further that for eleven days from the Monday before this mid summer event through the Wednesday afterward (11 full days) the applicant shall be permitted the "exclusive use... of the two lower pier parking lots located at the base of the Manhattan Beach Site Pier (71 stalls, not including Handicapped stalls unless it occupied by "vehicles associated with the Applicant or the event" bearing a handicapped placard. Therefore the public is excluded for the 11 days from using 71 parking stalls in Stae parking lots plus however many Handicapped spaced occupied by vehicles associated with the event..

While the approved resolution provides that "The event shall not interfere with the public's use of the bicycle path and the Strand... the bicycle path and the strand shall remain open and unobstructed" it states exactly the opposite by stating that " Temporary re-routing of the bike path ' will take place during an unspecified number of the eleven days of this heart of the summer period. I do not believe I was notified or asked to participate in the hearing there the 2014 Agreement was approved by the Council. It appears that the drafters of the 2014 agreement between the City and the International Merchandising Coompany, LLC in Ohio, the Organizer, seem to have buried the clause indicating this is a three year contract - certainly no residents I am aware of participated in this they further ignored the existing ordinance and more recent representations that this event would be subject to license requirements of the California Alcohol Beverage Commission (ABC).

I note that the clause in section XXIII of the 2014 three year agreement provides :

- The removal of liquor from the event which never existed in the Three year Agreement should not terminate the event. Clause XXIII states "Should it be determined that this Agreement or any provision hereof violates any federal, state or local law or regulation, then the parties will promptly modify the Agreement to the extent necessary to bring about compliance with such law and/o regulation; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, it will be deemed cancelled by mutual agreement of the parties and neither party will have any further obligations or liabilities with respect to this Agreement" It should be noted that the Agreement which we are operating under here does not provide for the service of beer and wine or any liquor whatsoever and I request that the Coastal Commission be aware of the fact that this year this agreement is changed at least to that affect as well as the dates. It is a violation of local law to include it in the Agreement which provides that it be served or consumer over the same and served on the State owned public parking lot and I respectfully ask for the Coastal Commission in the view of the careless or intentional lack of notice that it request that the hearings be re noticed so that the public can be aware and participate or that it have the conditions including the absence of beer and or wine. The absence of the ABC license in the former agreement and Resolution 15-0018 is of concern along with the following which should also be a concern the the Honorable Coastal Commission: I hereby request by copy of this letter to the City that I be on the mailing list for any correspondence to the ABC.
- Exhibit "C" indicated that the Department of Beaches and Harbors also states clearly that it will not issue an alcohol permit for Manhattan Beach to serve or consume alcohol. The legend that the sale of liquor will only be in the State owned parking lot is not consistent with the other plans in the file and there is no evidence that the State will permit it in the file. In the past

1. Section 1 states that the Applicant is seeking permission to charge an admission fee for a "certain percentage" of stadium seating - without adhering to the regulatioun during interim events which I had a part in working out with others including Pam Emerson years ago. To my knowledge that has not changed or has it without a hearing properly noticed?
 - a. CEQA 15311 "Accessory Structures" does not anticipate a bridge without engineering to be used in a public gathering where ten thousand of people are anticipated and many will be traversing over the bridge and I am told that there are no engineering figures to assure the safety of those using the bridge and the bike riders and beach goers underneath the hridge - Notwith standing the self serving allegation that the project is exempt from CEQA the safety for the beach goers is and has been an objective in the history of the formation of the Coastal Commission, and is in the spirit and letter of the Coastal Act, its regulations and the beach goers are entitled to rely on this as does the undersigned and any of the clients he and his firm does now and may represent in the future. I attach as EXH (D) a one page document dated March 26 and apparently signed off by City Engineer Joe Parco before April 9, 2015 that there are no conditions from the Engineering Department for this Coastal Permit which were to be incorporated in the draft Resolution or required by the City which also confirms the statement by the Parks and Recreation employees that there are not required any engineering for this bridge or the structures which will be as tall as 41.5 feet in accordance with Paragraph 6 of the current resolution 154-0018 approved by the Council on April 21, 2015 despite the concerns of the few speakers at the hearing who learned about it. SAFETY, SAFETY, SAFETY is an important concern which appears to be overlooked except for a listing of insurance required..
2. I also question the authority of the City of Manhattan Beach and the applicant to have this Project on the land which they do not own which is owned by the State of California, and /or the County of Los Angeles.

3. Section 3 of the Resolution falsely states that the hearing was properly noticed-including (but not limited to) the fact that the hearing was not even noticed by the required posting at the site or the addressees required or those who were known to have interest on the Coastal matters ;
4. Section 4 (a) and (b) are false allegations in that the access to the bike path too help you realize resolution part 4 (b) is not particularly accurate I attach Exhibit "E" prepared by the City Traffic Engineer who plainly states that there are times and he does not state how many nor how long that the Strand Bikeway will be closed at his item 5 to help avoid "vehicle conflicts" and 4(b) of the Resolutions should not be of any comfort in view of a 11 day hiatus where the residents and visitors will not be able to view or easily view sunsets and the gorgeous ocean views for at least 11 days of the heart of summer vacations in Manhattan Beach for thousands of resident and visitors seeing instead 41.5 foot monstrosity instead probably with advertisements which just this evening our well intentioned mayor stated proudly that the City of Manhattan Beach unlike other areas discourages advertising on its valuable coast . The undersigned is also proud of that admirable goal which is ignored in this unfortunate resolution.
5. Section 5 ,Paragraph 2 requires that the Applicant comply with "all provisions of that certain agreement referenced in Section 4 herein" and no such agreement is referenced in Section 4-nor in paragraph 4 of Section 5 if that was what was intended by the attorney(s) preparing this resolution. This should be amended in a hearing properly noticed even so the very unimportant persons who would normally be interested are for a first time engaged in the decision making involving their City and 11 days of their 2015 summer in Manhattan Beach which might better be planned by a City showing more care for its residents .
6. Section 6 is already mentioned as being too high for the comfort of visitors and beach goers and unnecessarily destroys the views for visitors on the Strand and visiting Manhattan Beach expecting to see excellent volleyball AND the gorgeous views and sunsets which they imagined n their trip to Manhattan Beach from and in their dreams of what a wonderful 2015 summer they were anticipating with pretty views , incredible sunsets and the lovely festivities on their own patios for themselves and their guests.
7. Par 7 in the resolution Should also be stated identically in Section 1 instead of "Applicant is seeking to charge an admission fee for a certain percentage of the stadium seating". This correction would eliminate some vague wording which opens a question of intent to debate later.
- 8.
- 8 and 9.
Since it is obvious that the Handicapped spaces will be used for the Applicant's integrity the undersigned would suggest that those spaces be added to the 71 spaces removed spaces and all of the parking spaces on the north and south side of Manhattan Beach Blvd west of Manhattan Avenue exclusively removed from ACCESS to non VIP beach goers during these 11 days in the heart of the summer.
9. Par 11 only provides for parking help on the weekend-what are vacationers , residents and surfers to do during the weeks of their August holiday from Monday thru Friday over two weeks with parking in the lower lots 71 ++ spaces taken away-
- 10.
11. Paragraph 14 is somewhat comedic-stating that there will no interference with the use of the Pier-How are the visitors to get to the Pier with no parking for anyone especially the handicapped where the associates of the event are pretty much told they have priority if they are handicapped ,with priority over the non VIP handicapped- What could be worse than being a non important handicapped person who would like to visit Manhattan Beach Pier during a certain 11 days of August 2015? They certainly would appreciate a cold beer at the beach but unless they are members of the VIP Beach Club and pay for a seat , even if they are over 21, they will be denied in Manhattan Beach. So the free seats are not equal to the paid seats as it was intended for the 75 per cent /25 per cent designed with the Coastal Commission which now has now been most certainly substantially destroyed .

I learned about the hearing dated April 21, 2015 not through any notice-and the Notice (Exhibit "B") for those who saw it had the heading as follows: CITY OF MANHATTAN BEACH NOTICE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH TO CONSIDER AN APPLICATION FOR A COASTAL DEVELOPMENT PERMIT-

IN very much smaller print buried elsewhere in the Notice and part of another sentence it touched upon a "VIP platform with beer and wine service and accessory structure ... an annual event -" the notice was published one day in a quarter page announcement in one of the last pages in throw away weekly newspaper which at that time normally delivery to homes in Manhattan Beach had ceased from what I learned.

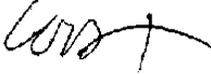
I am and was like many other citizens entitled to a notice in accordance with Sections of the Local Coastal Program including but not limited to Section A.96.100.B.4. (e.g. I advised Lori Jester and Richard Thompson numerous times including weeks before Mr. Thompson retired in July 2014 that I wished to be on the mailing list for all coastal development permit applications or amendments including any volleyball tournament and then and especially when the new Director of Community Development was hired this was followed although there was an earlier time that despite my request a Lori Jester employed in the Community Development insisted in mailing a notice to the wrong address a couple of times or perhaps not mailing a notice at all) It was an oversight I am told and believe that I did not receive this notice but I was there for another reason and participated noting deficiencies in the application including but not limited to notice to the interested parties, the addition of beer and wine and noted that the earlier projects by the same organizer were wonderful without wine or beer. Some people will think when there is a change , the one who criticize fears

change. I and my clients welcome change as long it is an improvement. The service of wine and beer to attendees who pay and to not allow other over 21 year old citizens is wrong and a change which is not an improvement. The community turned it down at the time of the Centennial Celebration—they did not want to have wine or beer or any liquor at the beach and it was removed from the plans. *It should not also be removed from the plans or instead the community should have notice that this was being heard.*; I know there were at least two persons speaking at the hearing on April 21 (The undersigned was one) and that for sure there were more City employees than citizens at that hearing on this matter of the Manhattan Beach Open—This was because the Notice was less than adequate.

.Also lack of consideration to the residents is and was additionally displayed by no requirement that any loud speaking speakers and equipment be faced from East side of the site to the ocean and in no way should they face the East where residents live own and/or and lease property while entitled to peace and quiet. It was touched upon in an advisory staff report by Mr. Layman but was not required in any document I could locate requiring this. While they are recognized by this set of documents as persons who are not VIPs or “Beach Club” members because they are not paying to use the beach or seats, the undersigned argues that they should be considered Very Important Persons if they are beach users at a California Beach and entitled to the same benefits of any human who wishes to use or visit our beaches. It is inconsistent with the letter and spirit of the Coastal Act. It is terribly elitist, discriminating and unfair and contrary to the entire spirit of ACCESS in the Coastal Act and in the opinion of numerous of the citizens of Manhattan Beach who did not even know about this year’s event until this past week when I mentioned it to them, and showed them of the documents including what I am attaching and did not know when it was being held, nor did they know that this is a three year agreement, that there was a hearing on April 21 and many of whom live within 100 feet and 300 feet did not know that wine/beer will be served only to persons who pay and are then deemed a VIP by the Organizer and the City since they not only paid for a seat but are now newly entitled to drink all while the other citizens who are over 21 yet are considered not important and perhaps Very Unimportant Persons now aka VUPs. What are we telling our community’s children? You should be able to drink liquor on our beach if you pay someone for it. You can buy anything even the sacred beautiful Manhattan Public Beach sand despite the fact that it was not for sale until April 21, 2015 This is a terribly unfortunate outcome if this project is to be approved (or worse ignored) by the Commission without further conditions required by this Honorable Coastal Commission. It would be a serious erosion of the free use and access of the Beach which was the hope of those who drafted the Coastal Act in the mid 1970’s. Can we throw away all of that hard work and their wonderful dream?

Thank you for your consideration. Respectfully requested,

WILLIAM VICTOR A LAW CORPORATION

by 

William Victor
516-670-2590
Vic.law1@gmail.com

COASTAL COMMISSION

EXHIBIT # 8
PAGE 4 OF 11

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

ORDINANCE NO. 1916

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, AMENDING SECTION 4.48.090 OF THE MANHATTAN BEACH MUNICIPAL CODE PERTAINING TO LIMITED ALCOHOLIC BEVERAGES ON PUBLIC PROPERTY BY SPECIAL PERMIT

THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 4.48.090 of the Manhattan Beach Municipal Code is hereby amended as follows:

4.48.090. Limited alcoholic beverage use on public property -- Special permit.

Notwithstanding the other prohibitions of this chapter, the Council may grant special permits for the sale or consumption of wine or beer at special functions or activities in the City of Manhattan Beach, including the Manhattan Beach Pier, but excluding the remainder of the public beach, subject to the recommendations of the Chief of Police. Any such permit with the sale of beer or wine shall also be subject to the license requirements of the Alcoholic Beverage Control Act of the State.

SECTION 2. If any sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not effect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each sentence, clause or phrase thereof irrespective of the fact that any one or more sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

SECTION 3. This ordinance shall go into effect and be in full force and operation from and after thirty days after its final passage and adoption.

SECTION 4. The City Clerk shall certify to the adoption of this ordinance; shall cause the same to be entered in the book of original ordinances of said City; shall make a minute of the passage and adoption thereof in the records of the meeting at which the same is passed and adopted; and shall within fifteen (15) days after the passage and adoption thereof cause the same to

"A"

COASTAL COMMISSION

EXHIBIT # 8
PAGE 5 OF 11

2014

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Ord. 1916

be published in The Beach Reporter, a weekly newspaper of general circulation, published and circulated within the City of Manhattan Beach and which is hereby designated for that purpose.

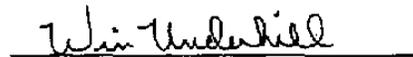
PASSED, APPROVED and ADOPTED this 5th day of July, 1994.

Ayes: Cunningham, Lilligren, Barnes, Jones, Mayor Napolitano
Noes: None
Abstain: None
Absent: None



Mayor, City of Manhattan Beach,
California

ATTEST:



City Clerk

COASTAL COMMISSION

EXHIBIT # 8
PAGE 6 OF 11

1 STATE OF CALIFORNIA)
2 COUNTY OF LOS ANGELES) SS.
3 CITY OF MANHATTAN BEACH)

3 I, WIN UNDERHILL, City Clerk of the City of Manhattan Beach,
4 California, do hereby certify that the whole number of members of
5 the City Council of said City is five; that the foregoing
6 Ordinance, being Ordinance No. 1916 was duly passed and adopted by
7 the said City Council, approved and signed by the Mayor, and
8 attested by the City Clerk, of said City, all at a regular meeting
9 of the said Council duly and regularly held on the 5th day of
10 July, 1994, and that the same was so passed and adopted by the
11 following vote, to wit:

12 Ayes: Cunningham, Lilligren, Barnes, Jones, Mayor Napolitano
13 Noes: None
14 Abstain: None
15 Absent: None

16 IN WITNESS WHEREOF, I have hereunto subscribed my name and
17 affixed the official seal of said City this 6th day of July, 1994.

18
19 Win Underhill
20 City Clerk of the City of
21 Manhattan Beach, California
22 (SEAL)

23 CERTIFICATE OF PUBLICATION

24 STATE OF CALIFORNIA)
25 COUNTY OF LOS ANGELES) SS.
26 CITY OF MANHATTAN BEACH)

27 I, WIN UNDERHILL, City Clerk of the City of Manhattan Beach,
28 California, do hereby certify that Ordinance No. 1916 has been
29 duly and regularly published according to law and the order of the
30 City Council of said City and that same was so published in the
31 Beach Reporter, a weekly newspaper of general circulation on the
32 following date, to wit: July 14, 1994, in witness whereof,
I have hereunto subscribed my name this 29th day of July
1994.

31 Win Underhill
32 City Clerk of the City of
Manhattan Beach, California

COASTAL COMMISSION

EXHIBIT # B
PAGE 7 OF 11

The Beach Reporter
2615 Pacific Coast Highway, Suite 329
Hermosa Beach CA 90254
Proof of Publication
(2015.5 C.C.P)

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years; I am the chief legal advertising clerk of the publisher of the

BEACH REPORTER

a newspaper of general circulation, printed and published Weekly

in the City of Manhattan Beach
County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California,

under the date of December 29, 19 83

Case Number C 474258
that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

April 09

all in the year 20 15
I certify (or declare) under penalty of perjury that the foregoing is true and correct

Dated at Hermosa Beach

California, this 9th DAY April, 20 15

A. Manriquez
Signature

California Newspaper Service Bureau
Public Notice Advertising Since 1934
Tel 1-800-788-7840 • Fax 1-800-540-4089
Local Offices and Representatives in:
Los Angeles, Santa Ana, San Diego, Riverside/San Bernardino, Palmdale, Ventura,
San Francisco, Oakland, San Jose, Santa Rosa, San Rafael, and Sacramento.
Special Services Available in Phoenix, Las Vegas, Denver and Seattle.

EXH B

Rev. 12/99. Daily Journal Corporation, 915 East First Street, Los Angeles, CA 90012
This Space is for the County Clerk's Filing Stamp

Proof of Publication of



CITY OF MANHATTAN BEACH
NOTICE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH TO CONSIDER AN APPLICATION FOR A COASTAL DEVELOPMENT PERMIT

A public hearing will be held before the City Council regarding an application for a Coastal Development Permit for a temporary sporting event development located within the appeal jurisdiction of the Coastal Zone.

Applicant: IMC
Project File Number: CA 15-11
Project Location: Beach area south of the Manhattan Beach Pier
Project Description: Spectator bleachers, a VIP platform with beer and wine service, and necessary structures for the Manhattan Beach Open Volleyball Tournament, an annual event to be held August 15-16, 2015.
Environmental Determination: The temporary activity is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 16304b, "Minor Alterations to Land", 16311c, "Accessory Structures, and 16323, "Normal Operation of Facilities for Public Gatherings".
Project Planner: Eric Madson, Associate Planner (310) 882-5611, emadson@citymb.info
Mailing Address: 1400 Highland Avenue, Manhattan Beach, CA 90286
Public Hearing Date: Tuesday, April 21, 2015
Time: 8:30 a.m.
Location: Council Chambers, City Hall, 1400 Highland Avenue, Manhattan Beach
Further Information: Proponents and opponents may be heard at that time. For further information contact project Planner. The project file is available for review at the Community Development Department at City Hall.
A Staff Report will be available for public review at the City Hall Lobby, Community Development Dept., City Clerk's Office, and City website: <http://www.citymb.info>, on April 15, 2015.
Public Comments: Anyone wishing to provide written comments for inclusion in the Staff Report must do so by April 14, 2015. Oral and written comments will be received during the public hearing.
Appeals: The City Council's decision is appealable to the State Coastal Commission within ten (10) working days following receipt by the State Coastal Commission of the City's final action.
Legal challenges to the proposed actions may be limited to raising only those issues raised at the public hearing described in this notice, or in correspondence received by the City Council.

LIZA TAMURA
City Clerk

COASTAL COMMISSION

Published as The Beach Reporter No. 7855,
April 9, 2015

EXHIBIT # 8
PAGE 8 OF 11

County of Los Angeles
Department of Beaches and Harbors
Special Event Permit Addendum

Permit #
00788-15

TENTS/CANOPIES

Will your event have tents? Yes No Undecided
If yes: Quantity 10 Size(s) 10x10x, 10x20, 20x20x, 40x40

Will your event have Canopies? Yes No Undecided
If yes: Quantity 15 Size(s) 10x10

Note: All tents or Canopies 20X20 or larger will require a Building & Safety permit. All tents in excess of 200 sq ft or canopies in excess of 400 sq ft will also require a Fire Marshal permit.

FOOD

Will your event secure the services of a caterer? Yes No
If Yes, must report on Addendum A form.

Will food be cooked on site? Yes No

What cooking source do you propose use? Gas Briquettes Propane

Note: Fires are prohibited on County owned and/or operated beaches by County Ordinance (17.12.370). If your event is at Dockweiler or Cabrillo, you may cook in the fire rings. All other beach events must cook in parking lot (if parking lot under County control). A fire extinguisher will be required.

ALCOHOL

Will your caterer be serving alcohol? Yes No

Note: Only catered events may request alcohol permits. No alcohol permits will be issued for Dockweiler State Beach, Manhattan Beach, Redondo Beach, Torrance Beach, or Venice Beach.

If yes, will the alcohol be sold or given to the guests? Given Sold
If sold, contact: ABC (Alcohol Beverage Control), phone: (310) 412-6311

*Please
Note
w. Victoria*

REFUND

Jessica Vincent
1400 Highland Avenue
Manhattan Beach, CA 90266

MISCELLANEOUS

COMMENTS

"Manhattan Beach Open" - ALCOHOL SALES ONLY IN CITY PARKING LOT.

COASTAL COMMISSION

Date Printed
5/6/2016

EXHIBIT # 8

PAGE 9 OF 11

**CITY OF MANHATTAN BEACH
DEPARTMENT OF COMMUNITY DEVELOPMENT**

TO: See distribution below
FROM: Angela Soo, Executive Secretary
(c/o ERIC HAALAND, Associate Planner)
DATE: March 26, 2015
SUBJECT: Review Request for Proposed Project at:

100 MANHATTAN BEACH BLVD.

**Coastal Permit (# CA 15-11)
Manhattan Beach Open (MBO) Volleyball Tournament**

The subject application has been submitted to the Planning Division. Please review the attached material(s) and provide specific comments and/or conditions you recommend to be incorporated into the draft Resolution for the project. Conditions should be primarily those which are not otherwise addressed by a City Ordinance.

If no response is received by **APRIL 9, 2015** we will conclude there are no conditions from your department.

Comments/Conditions (attach additional sheets as necessary):

<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No	Building Div.	<input type="checkbox"/> Yes / <input type="checkbox"/> No	City Attorney
<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No	Fire Dept	<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No	Police Dept.:
<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No	Public Works (Carl Garret)	<input checked="" type="checkbox"/>	Traffic
<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No	Engineering (Joe Parco)	<input type="checkbox"/>	Detectives
<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No	Waste Mgmt (Anna Luke-Jones)	<input type="checkbox"/>	Crime Prevention
<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No	Traffic Engr. (Erik Z)	<input checked="" type="checkbox"/>	Alcohol License (Chris Vargas)

COASTAL COMMISSION

**CITY OF MANHATTAN BEACH
DEPARTMENT OF COMMUNITY DEVELOPMENT**

TO: Eric Haaland, Associate Planner
FROM: Erik Zandvliet, Traffic Engineer
DATE: April 9, 2015
SUBJECT: **Manhattan Beach Open Volleyball Tournament
Special Event Permit, Coastal Permit# CA 15-11
Traffic Conditions**

The following proposed conditions have been prepared to address traffic and parking issues related to the Manhattan Beach Open Volleyball Tournament to be held on August 13-16, 2015.

- Note
w. video*
1. A phased traffic control plan shall be prepared and approved by the City Traffic Engineer showing street closures, bike path closure, parking prohibitions, directional parking signs, and parking lot closures. All traffic control shall be configured to minimize public inconvenience and maintain public safety.
 2. All costs related to traffic control, public safety, public works and other city services shall be reimbursed by the applicant.
 3. All traffic control shall be under the direction of the Police Department and City Traffic Engineer. Any changes to the traffic conditions or requirements shall be approved by the City Traffic Engineer.
 4. The Strand walkway shall not be closed at any time.
 5. A temporary bike path shall be provided whenever The Strand Bikeway is closed for event activities. Existing and temporary bike paths shall be protected by barricades or other means to minimize pedestrian and vehicle conflicts to the satisfaction of the City Traffic Engineer.
 6. A 20-foot wide fire lane and turnaround shall be maintained on Manhattan Beach Boulevard at all times.
 7. *Temporary* No Parking signs shall be posted at least 72 hours prior to prohibition and enforcement.
 8. All loading and unloading shall be limited to off-street or designated event areas only. Streets that are open to the public shall not be blocked or delayed by event activities.
 9. Employees, volunteers, vendors and all other personnel associated with the event shall not park on City streets or in public parking lots. All vehicles associated with the event shall park in designated areas or in a remote lot with shuttle service. On event days, the Applicant shall provide an alternate parking location and transportation for event workers and personnel unable to park on-site subject to the City's approval.
 10. Permanent signs or markings are prohibited. All event signs and markings shall be removed upon completion of event to the satisfaction of the City.
 11. Any damage to or temporary removal of public facilities shall be repaired and/or replaced by the applicant to the satisfaction of the City.
 12. The applicant shall notify downtown businesses and residents of the event and parking restrictions before July 1. The City shall review and approve the notice before distribution. The notice shall be published in the local newspapers and on the City's website.

COASTAL COMMISSION

EXHIBIT # 8
PAGE 11 OF 11