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CALIFORNIA COASTAL COMMISSION

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Filed:

49th Day: 4/11/3 Staff: CP-LB

Staff Report: 5/22/3

Hearing Date: June 11, 2003

Commission Action:

STAFF REPORT: APPEAL DE NOVO COASTAL DEVELOPMENT PERMIT

APPEAL NUMBER:

A-5-MNB-03-075

RECORD PACKET COPY

APPLICANT:

Association of Volleyball Professionals (AVP)

AGENT:

Matt Gage, AVP Tour Director

PROJECT LOCATION:

Beach area south of the Manhattan Beach Pier and Pier Public Beach

Parking Lots, City of Manhattan Beach, Los Angeles County.

PROJECT DESCRIPTION:

The 2003 Manhattan Beach Open Volleyball Tournament on August 7-10, 2003, including set-up (commencing August 4) and take-down of the tents, bleachers, restrooms and stage associated with the event.

APPELLANTS:

William Victor & Harry Ford

SUMMARY OF STAFF RECOMMENDATION

The proposed temporary event is a professional volleyball tournament. The applicant is requesting a coastal development permit to occupy for nine days, during mid-August, a three-acre portion of one of the most popular beaches in Southern California. The proposal also includes a request to reserve, for the exclusive use of the applicant and its sponsors, three of the four public beach parking lots located at the base of the Manhattan Beach Pier. As proposed, the pier would be occupied by bleacher seating for 400 persons, and the bleachers on the beach would seat 3,500 persons. Admission to this event is <u>free</u> to the general public. Attendance to the event is expected to reach 6,000 persons a day.

Finding a parking space in Manhattan Beach during the summer is always a challenge. It will be even more challenging during the proposed event because of the increased demand for parking and the reduction in the parking supply resulting from the event's occupation of part of the public beach parking supply. The lack of sufficient parking and the resultant traffic congestion will adversely affect the public's ability to access the shoreline. In order to mitigate the adverse impacts to public access caused by the proposed event and its excusive use of public beach parking, the applicant is proposing to provide a remote parking supply and to operate a beach shuttle bus.

The staff recommends that the Commission, after public hearing, approve with conditions and en novo coastal development permit for the proposed event and the associated development. The recommended special conditions of approval limit the applicant's use of the public beach parking supply and require that the pier remain clear of obstructions (i.e. bleachers, vehicles and tents). In order to replace the public parking spaces utilized by the event organizers, and to offset the additional parking demands generated by the proposed event, the special conditions require the applicant to provide the proposed remote public parking supply and a free public shuttle bus service to the beach. Special conditions also ensure free public access to the event area, require a fifty-foot setback from the water, protect public access on the pier, bike path and The Strand, and require the removal of all trash, debris and temporary improvements from the beach by 6:00 p.m. on Tuesday, August 12, 2003. Please see Page Two for the motion and resolution necessary to carry out the staff recommendation.

SUBSTANTIVE FILE DOCUMENTS:

- 1. Coastal Commission Guidelines for the Exclusion of Temporary Events from Coastal Development Permit Requirements, Adopted 1/12/93.
- City of Manhattan Beach Local Coastal Program (LCP), certified 5/12/94.
- 3. Coastal Commission Substantial Issue Determination for Appeal No. A-5-MNB-03-075 (2003 Manhattan Beach Open), Staff Report dated 3/20/03.
- 4. City of Manhattan Beach Local Coastal Development Permit No. CA 03-1 (2003 Manhattan Beach Open).
- 5. City of Manhattan Beach Agreement with the Association of Volleyball Professionals to Co-sponsor the 2003 Manhattan Beach Open (Exhibit #6).
- City of Manhattan Beach LCP Amendment Request No. 1A-97, Rejected 5/13/97.
- 7. City of Manhattan Beach LCP Amendment Request No. 3-97, Not Certified.
- 8. Appeal/Permit No. A-5-MNB-97-84 (1997 Manhattan Beach Open), 5/13/97.
- 9. Appeal No. A-5-MNB-99-111 (1999 Manhattan Beach Open), NSI 6/11/99.
- 10. Appeal No. A-5-MNB-01-343 (2001 Manhattan Beach Open), NSI 10/8/01.

STAFF NOTE:

The proposed event is located in the City of Manhattan Beach, a local jurisdiction that issues local coastal development permits pursuant to the certified City of Manhattan Beach Local Coastal Program (LCP). The application for the proposed event is before the Commission as the result of two appeals of the City-approved local coastal development permit (CA 03-1) for the proposed event. On April 8, 2003, the Commission found that the appeals raise a **substantial issue** in regards to the locally approved event's conformity with the City of Manhattan Beach Certified LCP and the public access policies of the Coastal Act.

STAFF RECOMMENDATION:

The staff recommends that the Commission adopt the following resolution to **APPROVE** the coastal development permit application with special conditions:

MOTION: "I move that the Commission approve Coastal Development Permit A-5-MNB-03-075 pursuant to the staff recommendation."

Staff recommends a <u>YES</u> vote. Passage of this motion will result in approval of the permit as conditioned and adoption of the following resolution and findings. The motion passes only by affirmative vote of a majority of the Commissioners present.

I. Resolution: Approval with Conditions

The Commission hereby approves, subject to the conditions below, a coastal development permit on the grounds that the development as conditioned will be in conformity with the certified Manhattan Beach Local Coastal Program and the public access and recreation policies of the Coastal Act, and will not have any significant adverse effects on the environment within the meaning of the California Environmental Quality Act.

II. Standard Conditions

- 1. <u>Notice of Receipt and Acknowledgment.</u> The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
- 2. <u>Expiration.</u> If development has not commenced, the permit will expire two years from the date this permit is reported to the Commission. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
- 3. <u>Interpretation.</u> Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
- 4. <u>Assignment.</u> The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
- 5. <u>Terms and Conditions Run with the Land.</u> These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

III. Special Conditions

1. Permit Compliance

Coastal Development Permit A-5-MNB-03-075 permits the 2003 Manhattan Beach Open Volleyball Tournament on August 7-10, 2003, and associated development, with set-up commencing on Monday, August 4, 2003. Any proposed change in the approved event, site plan, parking plan, shuttle bus plan, or any other deviation from the approved development as conditioned, shall be submitted for review by the Executive Director to determine whether an amendment to this coastal development permit is necessary pursuant to the requirements of the Coastal Act and the California Code of Regulations. If the Executive Director determines that an amendment is necessary, no changes shall be made until the permit is amended by the Commission and issued by the Executive Director.

2. <u>Local Government Approval</u>

This action has no effect on conditions imposed by a local government pursuant to an authority other than the Coastal Act, including the terms and conditions of the <u>City of Manhattan Beach Agreement with the Association of Volleyball Professionals to Cosponsor the 2003 Manhattan Beach Open</u>. In the event of conflict between the terms and conditions imposed by the local government and those of this coastal development permit, the terms and conditions of Coastal Development Permit A5-MNB-03-075 shall prevail.

3. Fees for Preferred Courtside Seating

No admission fee shall be charged to attend the 2003 Manhattan Beach Open Volleyball Tournament. The general public shall be provided with free public access to viewing and seating areas within the event area. At least 76% of the total seating capacity at each court (including bleachers, sand areas and viewing platforms/risers surrounding each court) shall be available to the general public for free on a first-come, first-served basis. The remaining 24% (or less) of the total seating capacity at each court (including bleachers, sand areas and viewing platforms/risers surrounding each court) may be reserved for preferred Beach Club/VIP seating and/or access. The applicant is permitted to collect fees to access to the preferred seating areas.

4. Parking and Traffic Management and Beach Shuttle Bus Plan

The applicant shall implement a traffic and parking management plan and free beach shuttle bus plan consistent with the terms of this condition and as proposed and described in the letter dated May 19, 2003 and attached as Exhibit #4 of the staff report dated May 22, 2003. In the event of any conflict between the applicant's proposed plans and the terms of this condition, the terms of this condition shall prevail. The applicant shall implement the traffic and parking plan and shuttle bus plan as follows:

- a) Handicapped Parking. All of the existing handicapped parking spaces in the upper and lower pier parking lots, and along Manhattan Beach Boulevard, are reserved for use by persons with vehicles displaying valid handicapped placards. 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. In the event that all handicapped parking spaces in the upper and lower pier parking lots and along Manhattan Beach Boulevard become occupied, the applicant shall then accommodate any additional handicapped persons' vehicles in unoccupied non-handicapped spaces in the upper and lower pier parking lots.
- b) Public Beach Parking Lots. All public parking spaces within the upper and lower pier parking lots and along Manhattan Beach Boulevard shall be reserved for the general public on a first-come, first served basis, except as follows:
 - i) During set-up, commencing on Monday, August 4 and continuing through Wednesday, August 6, 2003, the applicant shall be permitted exclusive use of only the lower pier parking lot located on the south side of Manhattan Beach Boulevard.
 - ii) During the tournament on Thursday, August 7 and continuing through Sunday, August 10, 2003, the applicant shall be permitted exclusive use of only the two lower pier parking lots. Both upper pier parking lots and the parking spaces along Manhattan Beach Boulevard shall be available to the general public on a first-come, first served basis until they are filled to capacity.

- iii) On Monday and Tuesday, August 11-12, 2003, while the event site is dismantled and cleared of trash and other debris, the applicant shall have exclusive use of only the lower pier parking lot located on the south side of Manhattan Beach Boulevard.
- c) Remote Parking Supply. Commencing on Thursday, August 7 and continuing through Sunday, August 10, 2003, the applicant shall provide the <u>free</u> remote parking supply as proposed (Northrop Grumman parking lot) for both AVP guests and the general public (to replace the parking reserved in the lower pier parking lots and to provide parking to meet the increased demands generated during the tournament). The free remote parking shall be available for both the general public and event spectators. The applicant shall monitor and record the number of persons and cars occupying the remote parking lot on each day and provide the City and the Commission with the data. The vehicle and person counts can be used to make informed decisions for future events.
- d) **Shuttle Bus Service**. Commencing on Thursday, August 7 and continuing through Sunday, August 10, 2003, the applicant shall provide a <u>free</u> shuttle bus service to transport both AVP guests and the general public between the remote parking lot (Northrop Grumman 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 (Thursday through Sunday) 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 pickups shall be not more than 15 minutes. The free shuttle service shall be available for both the general public and event spectators.
- e) **Signage.** Commencing on Monday, August 4, 2003, the applicant 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 also 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' x 3'. All signage shall be retrieved and properly disposed on Monday, August 11, 2003.
- f) Advertisements. Commencing on Monday, August 4, 2003, the applicant shall provide no fewer than eight radio announcements and three newspaper advertisement within the Los Angeles County area informing the public of the availability of the free remote parking supply and the free beach shuttle bus service. These stations shall represent all diverse ethnic and cultural Los Angeles radio markets and shall include Spanish language, youth and news stations.

5. Manhattan Beach Pier

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. No bleachers, tents, vehicles (except for emergency vehicles), fences, barriers or other structures shall be placed on the pier. The applicant shall monitor the pier in order to prevent any encroachments by event sponsors and vendors.

6. <u>Bicycle Path and The Strand</u>

The event shall not interfere with the public's use of the bicycle path and The Strand, a public walkway that parallels the beach. The bicycle path and The Strand shall remain open and unobstructed. No fences, vehicles, materials or structures shall 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.

7. Public Access to and Along the Water

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.

8. Removal of Temporary Improvements

All temporary improvements permitted herein shall be removed in their entirety and the site restored to its pre-existing condition by no later than 6:00 p.m. Tuesday, August 12, 2003.

9. Protection of Water Quality

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, with a final clean-up and inspection on Tuesday, August 12, 2003.

IV. Findings and Declarations

The Commission hereby finds and declares:

A. Project Description and Event History

The applicant (AVP) proposes to conduct the 2003 Manhattan Beach Open Volleyball Tournament on the public beach area situated on the south side of the Manhattan Beach Pier (Exhibit #2). The applicant is also requesting approval to reserve and use the public beach parking facilities that are situated at the base of the pier for parking by AVP staff and its sponsors (Exhibit #4, p.6). The proposed tournament would be held on Thursday, August 7 through Sunday, August 10, 2003, with set-up starting on Monday, August 4th.

The site of the annual Manhattan Beach Open Volleyball Tournament is a three-acre sandy beach area (450' x 300') located on the south side of the Manhattan Beach Pier (Exhibit #2). Approximately 24 public volleyball courts currently occupy the event site. There will not be a fence installed around the perimeter of the event area, and the proposed development and activities would not block public access to the pier or to the shoreline. The proposed site plan includes restrooms and interactive areas for the public, tents for the competitors and event sponsors, inflatable advertising signs, and a stage at center court (Exhibit #3, p.1).

The City of Manhattan Beach and the AVP have a written agreement (City Agreement) that includes the terms, obligations and restrictions for each to co-sponsor and operate the proposed 2003 tournament. [See Exhibit #6: City of Manhattan Beach Agreement with the Association of Volleyball Professionals to Co-sponsor the 2003 Manhattan Beach Open.] The City Agreement states that, "No admission may be charged" and that "the event shall not exceed a total of 4,500 seats" (Exhibit #6, p.2). The City Agreement requires that the AVP provide a shuttle bus service on Saturday and Sunday of the event, and to complete all takedown activities and remove all equipment from the beach before by 6 p.m. Tuesday, August 12, 2003 (Exhibit #6, p.4). The City agreement also lists the City's responsibilities, including the reservation of certain public beach parking facilities for the event (Exhibit #6, ps.2&3).

In a letter dated May 19, 2003, the AVP provides additional information regarding its plans for the proposed event (Exhibit #4). The AVP letter states that the center court would have seating capacity of 3,100 persons on bleachers and risers as shown on the site plan that is attached to this staff report as Exhibit #3. Another 400 bleacher seats are proposed to be placed on the Manhattan Beach Pier, to overlook center court. Additional bleachers would be installed around a few of the eleven outside courts (Exhibit #3, p.1). According to the AVP, all seating would be available free of charge to the general public, except for 620 seats that would be reserved as preferred Beach Club/VIP seats. The reserved seating area, situated on the center court risers and in the top five rows of the center court's southern bleacher, would be available only to VIPs and persons who pay a fee to join the AVP Beach Club (Exhibit #5).

With the cooperation of the City, the AVP is proposing to implement a traffic and parking management plan and a shuttle bus service (Exhibit #4, ps.2-7). The Northrop Grumman (formerly TRW) parking lot is proposed to be the event's main parking supply (over 1,500 parking spaces) and shuttle bus pick-up point (Exhibit #1). As proposed, three of the four public beach parking lots at the base of the pier would be reserved for television and AVP

trucks, event staff, and sponsors' parking (Exhibit #4, p.6). Parking for VIPs would be provided at a nearby church (American Martyrs), or if necessary, at the Northrop Grumman parking lot. The shuttle bus drop-off point would be located three blocks inland of the pier and beach, near the Von's Supermarket (Exhibit #4, p.7). Two shuttle buses, each with a capacity for at least fifty people, are proposed to run continuously on Saturday and Sunday of the proposed tournament. The applicant had previously proposed to run the shuttle bus service on Friday too (August 8, 2003), but the Friday shuttle bus service was deleted from the AVP's most recent plan dated May 19, 2003.

Event History

The annual Manhattan Beach Open Volleyball Tournament has a long tradition that dates back to 1960. During all past events, the general public has been able to view the event on a first-come, first-served basis from the sand, the temporary bleachers, or from standing areas the pier. No admission fee has been required for spectators, and the bleachers have always been open to the general public. Even though the event area can get quite congested, the City maintains public access to the pier and along the water, and the bicycle path is kept open (bikes must be walked).

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). The event area is occupied by several sets of sand volleyball courts used for public recreation. Although the beach is actually 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 LCP. As property owners, the Los Angeles County Department of Beaches and Harbors regulates the many special events that occur on the beach. The Manhattan Beach Open is one of several annual volleyball tournaments and other special events that occur on the beach each summer with the permission of the Los Angeles County Department of Beaches and Harbors.

As previously stated, the annual Manhattan Beach Open Volleyball Tournament has a long tradition that dates back to 1960. Even though there are no provisions in the certified LCP that allow the City to exempt temporary events on the beach from permit requirements, the first local coastal development permit for the annual event was not approved until 1997 when the City approved Local Coastal Development Permit No. 10-97. Prior to 1997, the City asserted that the event did not fall under the definition of development as defined in the certified LCP.

On March 18, 1997, the City of Manhattan beach approved Local Coastal Development Permit No. 10-97 for the 1997 Miller Lite Manhattan Beach Open Volleyball Tournament. The City required the VP to apply for a local coastal development permit for the volleyball tournament because the AVP was proposing to charge admission fees to spectators. The City's approval would have allowed the AVP, for the first time ever, to sell tickets to all of the seating for the final matches of the Manhattan Beach Open. Subsequent to the City's approval of the local coastal development permit, three appeals of the local permit were submitted to the Coastal Commission. The primary ground of the appeal was that the proposed event, with the Cityapproved admission fees for spectators, was inconsistent with the certified LCP's Open Space (OS) land use designation for the beach. The certified OS land use designation permits

¹ The Commission certified the City of Manhattan Beach LCP on May 12, 1994.

"sporting events for which no admission is charged", but does not permit sporting events for which admission is charged.

On May 13, 1997, the Commission found that a substantial issue existed with respect to the grounds of the appeals (See Appeal A-5-MNB-97-84). Also on May 13, 1997, the Commission held a public hearing on a City of Manhattan Beach LCP amendment request that would have added "sporting events for which admission is charged" to the OS permitted use list (See LCP Amendment Request No. 1A-97). On May 13, 1997, the Commission rejected Manhattan Beach LCP Amendment Request No. 1A-97, and approved the de novo permit for the 1997 event as a free event (See Appeal A-5-MNB-97-84). The Commission denied the applicants' request to charge admission fees to spectators. Ultimately, Coastal Development Permit A-5-MNB-97-84 was never issued, and the 1997 Miller Lite Manhattan Beach Open was cancelled.

In its action on Appeal A-5-MNB-97-84 the Commission found that, pursuant to the certified LCP, a coastal development permit was required for the annual volleyball tournament because it falls within the definition of development contained in Section A.96.030 of the certified LCP and Section 30106 of the Coastal Act ("Development" means...the placement or erection of any solid material or structure;...change in the intensity of use of water, or of access thereto;...), and that the certified LCP contains no provision for the exclusion or exemption of the proposed event. Furthermore, admission fees for spectators may not be charged for sporting events on the beach because such a use is not permitted by the certified LCP.

In October of 1997, the City submitted LCP Amendment Request No. 3-97 to the Commission in an attempt to insert new provisions into the certified LCP to permit and exempt temporary events on the beach. As stated above, there currently are no provisions in the LCP that allow temporary events on the beach to be exempted from permit requirements, regardless of size or type of event. On February 3, 1998, the Commission approved LCP Amendment Request No. 3-97 with suggested modifications that would have laid out specific LCP standards for the exempting and permitting of temporary events on the beach. The City, however, declined to accept the Commission's suggested modifications, and the Commission's action on LCP Amendment Request No. 3-97 has lapsed. Therefore, there are still no provisions in the Manhattan Beach certified LCP to exempt temporary events on the beach.

There is no record of the Manhattan Beach Open Volleyball Tournament being held or permitted in 1998.

In 1999, the City and the AVP significantly scaled down from prior years the size and scale of the Manhattan Beach Open Volleyball Tournament. The spectator admission fees proposed and ultimately denied in 1997 were not proposed again. In order to enhance beach access for event visitors and other beach goers, the AVP provided a shuttle service to and from the proposed event on Saturday and Sunday. The August 28-29, 1999 event, approved by City of Manhattan Beach Local Coastal Development Permit No. 99-4, included:

- 1. No paid seating.
- 2. Reduction in the total number of bleacher seats to a maximum of 1,500.
- 3. Use of 45 parking spaces in the lower pier public parking lots.
- 4. Reduction in the number of tournament days from three to two.
- 5. Reduction in the number of days needed for set-up (3) and take-down (1).

- 6. Six tents less than the 1996 event.
- 7. An AVP agreement to pay the City's direct costs for the event.

City of Manhattan Beach Local Coastal Development Permit No. 99-4 was appealed to the Coastal Commission (See Appeal A-5-MNB-99-111). On June 11, 1999, the Commission found that no substantial issue existed with the City's approval of Local Coastal Development Permit No. 99-4 for the 1999 Manhattan Beach Open because it conformed entirely with the certified Manhattan Beach LCP and the public access polices of the Coastal Act. The 1999 Manhattan Beach Open Volleyball Tournament was held as scheduled.

In 2000, the Manhattan Beach Open Volleyball Tournament was conducted without the benefit of a local coastal development permit because the City determined that a coastal development permit is required only if bleachers are proposed as part of the event.

The 2001 Manhattan Beach Open Volleyball Tournament (held August 23-26, 2001) approved by Local Coastal Development Permit No. CA 01-20 included:

- 1. No authorization for any paid seating.
- 2. Maximum of 1,500 bleacher seats (increased to 3,000 by an amendment).
- 3. Use of 45 parking spaces in the lower pier public parking lots.
- 4. Four tournament days (August 23-26, 2001).
- 5. Set-up starts Wednesday, August 22 & takedown completed Monday, August 27.
- 6. Tents and stage.
- 7. Shuttle service on Saturday and Sunday.

City of Manhattan Beach Local Coastal Development Permit No. 01-20 was not appealed to the Coastal Commission. A subsequent permit amendment, however, was appealed to the Coastal Commission (See Appeal A-5-MNB-01-343). The subject of the appeal, Local Coastal Development Permit Amendment No. CA 01-31, amended the event layout that had been previously approved as part of Local Coastal Development Permit No. CA 01-20. The City deleted its 1,500-person limit on bleacher capacity and approved the permit amendment to increase the bleacher capacity to a total of 3,000 persons. On October 8, 2001, after the 2001 tournament was already over, the Commission found that no substantial issue existed with the City's approval of Local Coastal Development Permit Amendment No. CA 01-31.

The 2002 Manhattan Beach Open Volleyball Tournament (August 6-13, 2002) was approved by Local Coastal Development Permit No. CA 02-09. The 2002 event included free public admission and 4,500 bleacher seats. Local Coastal Development Permit No. 02-09 was not appealed to the Coastal Commission.

B. Substantial Issues

This de novo coastal development permit application is before the Commission as the result of two appeals of the local coastal development permit (No. CA 03-1) that the City had approved for the proposed 2003 Manhattan Beach Open Volleyball Tournament. The appellants asserted that the proposed event would obstruct public access to the beach, block public views, add to parking problems and traffic congestion, and create noise that would interfere

with enjoyment of the beach. The appellants also asserted that the AVP's preferred Beach Club/VIP seating areas, proposed around the center court, are a type of admission fee which is prohibited by the certified Local Coastal Program's (LCP) Open Space (OS) land use designation for the beach. The LCP's OS land use designation permits "sporting events for which no admission is charged", but does not permit sporting events for which admission is charged.

On April 8, 2003, the Commission found that the appeals did raise a substantial issue in regards to the locally approved event's conformity with the City of Manhattan Beach certified LCP and the public access policies of the Coastal Act. The substantial issues identified by the Commission on April 8, 2003, are: the public access impacts associated with proposed event's exclusive use of the beach area, the question of whether the AVP's restricted Beach Club/VIP seating area constitutes a charge for admission or not, the public access impacts associated with the proposed bleachers on the pier, and the traffic and parking issues as they relate to public access to the shoreline area. Each of these substantial issues is addressed below in relation to the standards of the City of Manhattan Beach certified LCP and the public access and recreation policies of the Coastal Act. The certified LCP and the public access and recreation policies of the Coastal Act are the standard of review for this coastal development permit application.

C. Exclusive Use of the Beach

The exclusive use of public beaches by special events, and the associated limitations on public access and recreation, has always been an issue of prime importance to the Commission. The following Coastal Act and City of Manhattan Beach LCP policies protect the public's right to public access and recreation opportunities:

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 30213 of the Coastal Act states:

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

Section 30220 of the Coastal Act states:

Coastal areas suited for water-oriented recreational activities that cannot be readily provided at inland water areas shall be protected for such uses.

Section 30221 of the Coastal Act states:

Oceanfront land suitable for recreational use shall be protected for recreational use and development unless present and foreseeable future demand for public or commercial recreational activities that could be accommodated on the property is already adequately provided for in the area.

The certified Manhattan Beach LCP contains the following policies that protect public access and recreation opportunities:

- **POLICY 1.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 ρublic beach parking...

POLICY:

The beach shall be preserved for public beach recreation. 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.

POLICY 1.C.17

PROGRAM II.B.14: Provide signing and distribution of information for use of the Civic Center parking for beach parking on weekend days.

The proposed project is a temporary sporting event that will affect part of the public beach and its public parking supply. For nine days, from set-up to take-down (August 4-12, 2003), the general public will be excluded from using the sandy beach area and public volleyball courts on the event site, except to watch the proposed volleyball tournament and participate in the proposed event's interactive activities. The proposed event will occupy a 300-foot wide portion of the approximately 350-foot wide beach area that exists between the bike path and mean high tide line (MHTL). In order to preserve lateral public access along the shoreline, the applicant will maintain a fifty-foot wide corridor on the beach between the sea and the event site (Exhibit #3). This fifty-foot wide corridor must be kept clear of structures and other obstructions. Direct unobstructed vertical access to the shoreline will be maintained at the southern end of the event site and on the beach area north of the pier.

Although the proposed event will not physically prevent pedestrian access to the water, it will impact the public's ability access and use the coast by restricting the use of a portion of the sandy beach to a specific group of people: the organizers, participants and spectators of the proposed volleyball tournament. However, the Commission has previously found that temporary events, and specifically volleyball tournaments that are open (free) to the general public, can be held in a manner that is consistent with the public access and recreation policies of the Coastal Act, even though such events typically involve the exclusive use of sandy beach area. In fact, after several public hearings and a public workshop for temporary events on the beach, the Commission adopted specific guidelines to exclude temporary events similar to the Manhattan Beach Open from coastal development permit requirements. See Coastal Commission Guidelines for the Exclusion of Temporary Events from Coastal Development Permit Requirements, Adopted 1/12/93.]

In the City of Manhattan Beach, however, the certified LCP controls the permitting requirements for development and use of the beach. The Guidelines for the Exclusion of Temporary Events from Coastal Development Permit Requirements do not supercede the requirements of the certified LCP. The Manhattan Beach certified LCP does not exclude or exempt temporary events from local coastal development permit requirements.

In prior appeals of City of Manhattan Beach local coastal development permit approvals, the Commission has found that the annual Manhattan Beach Open Volleyball Tournament is a temporary event that (as previously conditioned) can be found to be consistent with the certified LCP and the public access and recreation policies of the Coastal Act. [See Appeal/Permit No. A-5-MNB-97-84 (1997 Manhattan Beach Open), Appeal No. A-5-MNB-99-111 (1999 Manhattan Beach Open) and Appeal No. A-5-MNB-01-343 (2001 Manhattan Beach Open).] The Commission found that temporary limitations on the general public's use of a limited beach area, and the temporary structures associated with the Manhattan Beach Open, do not necessarily conflict with the certified LCP or Coastal Act policies because the event provides the public with a unique type of recreational opportunity (i.e., a professional sporting event with free public admission) and it exists only for a few days. After the conclusion of the event, the temporary structures are quickly removed from the beach (usually within one day), and the general public's use of the area is restored.

In fact, the annual Manhattan Beach Open Volleyball Tournament (with no admission fee) is a type of land use that is specifically allowed on the beach by the certified LCP. The three-acre event site on the sandy beach south of the Manhattan Beach Pier, along with the rest of the beach, is designated in the certified LCP as an Open Space (OS) land use district. Section A.24.030 of the certified LCP, which lists the land use regulations for the OS land use district, allows "sporting events for which no admission is charged." Therefore, the proposed event is an allowable use pursuant to the certified Manhattan Beach LCP, with the caveat that no admission is being charged to attend the event. The question of whether this year's proposed event's restricted Beach Club/VIP seating area constitutes a charge for admission is addressed in the following section.

D. <u>Free Admission vs. Paid Admission</u>

The certified LCP is clear in regards to sporting events on the beach (OS land use district). The certified LCP allows "sporting events for which no admission is charged." Sporting events that do charge admission are not an allowable use on the beach. The City Agreement for the proposed event, attached as Exhibit #6 to this staff report, states that, "No admission shall be charged" (Exhibit #6, p.2). The applicant is not proposing to charge admission and is not selling tickets to the proposed event (Exhibit #4, p.5).

The applicant is, however, selling AVP Beach Club packages for the event that include access to restricted seating areas around the center court. The AVP's website includes information about its AVP Beach Club packages (Exhibit #5). The applicant makes a distinction between charging admission to the event and selling membership to restricted areas within the event. According to the AVP, all seating (3500 seats) would be available free of charge to the general public, except for 620 seats that would be reserved as preferred Beach Club/VIP seats. The reserved seating area, situated on the center court risers and in the top five rows of the center court's southern bleacher, would be available to VIPs and persons who pay a fee to join the AVP Beach Club. Therefore, admission to the event is free to the general public, but the additional perks that come with being a member of the AVP Beach Club are not free.

In any case, the general public would be excluded from the restricted seating areas around the center court. Exclusive seating arrangements at temporary events is one of the issues that the

Commission addressed in the public hearings and public workshop that resulted in the adoption of the Commission's *Guidelines for the Exclusion of Temporary Events from Coastal Development Permit Requirements*. The Commission guidelines do allow some limited preferred or exclusive seating arrangements as part of temporary events on the beach. The issue with the proposed event is the ratio between the available seating being reserved for VIPs and members of the AVP Beach Club, and the available seating for free access by the general public. Even though the public access and recreation policies of the Coastal Act and the certified LCP is the standard of review for this coastal development permit application, the Commission's *Guidelines for the Exclusion of Temporary Events from Coastal Development Permit Requirements* provide the Commission with guidance in regards to the proper ratio between free public seating and reserved seating for VIPs and members of the AVP Beach Club.

The Commission's *Guidelines for the Exclusion of Temporary Events from Coastal Development Permit Requirements* allow the Executive Director to exclude most temporary events from coastal development permit requirements, except for those that meet <u>all</u> of the following criteria:

- a. The event is held between Memorial Day weekend and Labor Day; and,
- b. The event occupies all or a portion of a sandy beach area; and,
- c. The event involves a charge for general public admission or seating where no fee is currently charged for use of the same area (not including booth or entry fees).

The guidelines also allow the Executive Director to exclude from permit requirements temporary events meeting all of the above criteria when:

d. The fee is for preferred seating only and more than 75% of the provided seating capacity is available free of charge for general public use; or...[criteria e, f & g not listed here].

The *Guideline's* provision that allows temporary events to be excluded from permit requirements if more than 75% of the seating is available free of charge for general public use is applied in this case as a limit on the amount of the seating that may be reserved for VIPs and members of the AVP Beach Club. Therefore, the Commission finds that the applicant shall not charge any admission to the proposed event, but the applicant is permitted to sell preferred seating for up to 24% of the total amount of seating capacity. More than 75% of the provided seating capacity shall be available free of charge for general public use.

Special Condition Three states:

No admission fee shall be charged to attend the 2003 Manhattan Beach Open Volleyball Tournament. The general public shall be provided with free public access to viewing and seating areas within the event area. At least 76% of the total seating capacity at each court (including bleachers, sand areas and viewing platforms/risers surrounding each court) shall be available to the general public for free on a first-come, first-served basis. The remaining 24% (or less) of the total

seating capacity at each court (including bleachers, sand areas and viewing platforms/risers surrounding each court) may be reserved for preferred Beach Club/VIP seating and/or access. The applicant is permitted to collect fees to access to the preferred seating areas.

The applicant states that all seating would be available free of charge to the general public, except for 620 of the total 3,500 seats at the center court which would be reserved as preferred Beach Club/VIP seats (Exhibit #4, p.4). The proposed 620 for-fee seats represent 18% of the center court's total seating capacity (620/3500 = 0.1771%). As conditioned to prohibit admission fees and to protect at least 76% of the total seating capacity for free general public use, the Commission finds that the proposed preferred seating plan can be found to be consistent with the certified LCP and the public access and recreation policies of the Coastal Act.

E. Public Access to the Pier

The City operates and manages the Manhattan Beach Pier and parking lots under an agreement with the State of California Department of Recreation and Parks (the 1988 Pier Operating Agreement). In a letter dated May 15, 2003, the Department of Recreation and Parks requests that the City review the proposed event in relation to the pier operating agreement in order to address the issues associated with the proposed event's use of the pier and the public beach parking lots (Exhibit #9).

The applicant proposes to place two sets of bleachers on the pier, one set along the southern railing of the pier and another set near the pier entrance (Exhibit #3). The proposed bleachers would seat about 400 persons, and would allow the general public (for free) to view the center court from the elevated seating on the pier. In past years, the general public could view the center court form the pier, but there were no bleachers placed on the pier. In the past, there have been some problems congestion and crowd control at the entrance to the pier, near the location of the proposed bleachers.

The applicant states that the proposed bleachers will improve public access because the seating would to the public for free viewing of the center court. The appellants assert that the applicant wants the bleachers on the pier to serve as a background for the television broadcast of the center court.

The Department of Recreation and Parks does not object to the placement of bleachers on the pier if access is adequately protected (Exhibit #9). The proposed bleachers would occupy about half of the pier's thirty-foot width, leaving only a fifteen-foot wide passage. Fifteen feet is too narrow of a passage on a thirty-foot wide pier. The placement of bleachers on the pier would hinder public access by narrowing the width of the pier area that is usually open for pedestrian passage. A fifteen-foot wide passage would not be of sufficient width to allow an emergency vehicle to pass through area if the area becomes congested with people, as expected. The proposed narrowing of the pier passage, which is the only entrance and exit to the pier, would increase the possibility of pier closure due to crowd control safety and issues. Therefore, for safety reasons and to maximize public access opportunities (e.g. minimize the potential for closure), the width of the passage on the pier should remain as wide as possible.

Special Condition Five prohibits the placement of bleachers, tents, vehicles (except for emergency vehicles), fences, barriers or other structures on the pier. Only as conditioned can the proposed event be consistent with the certified LCP and the public access and recreation policies of the Coastal Act. The applicant's request to have exclusive use of the public beach parking supply located at the base of the pier is addressed in the following section.

F. Traffic and Parking

In regards to the public beach parking supply, the crowds generated by the proposed event, in association with the event's reserved use of public parking areas, will negatively 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. The proposed event, in mid-summer, is expected to attract over 6,000 persons a day to an already crowded beach area. The additional visitors drawn by the proposed event will 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 141 of the 161 parking spaces closest to the pier, and the ability to find public parking near the pier will be nearly impossible.

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 applicant states that it has been working with the City to develop a parking and traffic management plan that involves a remote parking supply (over 1,500 parking spaces) at an inland parking lot, and a free shuttle bus service to provide public transportation between the remote parking supply and the downtown area (Exhibit #4, ps.2-7).

Special Condition Four requires the applicant to implement a traffic and parking management plan and free beach shuttle bus as proposed and described in the letter dated May 19, 2003 and attached as Exhibit #4 of the staff report. The condition, however, restricts the amount of public beach parking that the applicant may reserve for the proposed event. The applicant proposes to reserve three of the four public beach parking lots located at the pier (141 of the 161 parking spaces) for use by staff and sponsors (Exhibit #4, p.6). The City Agreement authorizes the AVP to reserve of all 71 parking spaces located in the lower south and lower north public beach parking lots, plus one of the two upper pier lots, and the on-street parking on Manhattan Beach Boulevard (below Ocean Drive) for use by the AVP (Exhibit #4, p.6).

In the letter dated May 15, 2003, the Department of Recreation and Parks states that during peak-use seasons (i.e., May through September) it is standard to allow the reservation of no more than half of the parking supply (Exhibit #9). The rest of the parking supply would remain available for use by the general public on a first-come, first-served basis, as it is normally available. Therefore, Special Condition Four allows the AVP to reserve only the two lower pier parking lots during the tournament (Thursday through Sunday) and only one of the lower pier parking lots on the set-up up and take-down days. All existing handicapped parking spaces in the parking lots shall remain available for use by persons with vehicles displaying a handicapped placard. All other parking spaces shall remain available to the general public on

a first-come, first served basis until they are filled to capacity. Only as conditioned to minimize the exclusive use of public parking can the proposed event be found to be consistent with the certified LCP and the public access and recreation policies of the Coastal Act.

In order to replace the public parking reserved by the AVP in the pier parking lots and to provide public parking to meet the increased demands generated during the tournament, Special Condition Four also requires the applicant to provide the proposed remote parking supply (over 1,500 parking spaces) and to operate the proposed free beach shuttle bus for AVP guests and the general public. The remote parking supply and free shuttle bus service is necessary to mitigate the increase in vehicle congestion, parking demand and vehicular pollution caused by the large numbers of persons who will drive to the area to attend the annual volleyball tournament.

The applicant has proposed to provide the proposed remote parking supply and to operate the proposed free beach shuttle bus only on Saturday and Sunday of the proposed four-day event, but has requested the use of the public beach parking supply for all four days of the tournament (Thursday through Sunday) as well as the set-up and take-down days (Exhibit #4). With the proposed event occurring in mid-August when most schools are out and when many people take vacations, the need for public beach parking will be apparent throughout the week, not just on the weekend. Therefore, the Commission is limiting the amount of parking the AVP is permitted to reserve prior to the start of competition on Thursday, August 7, 2003 (and also is limiting the amount of parking reserved during the tournament). The Commission is also requiring the applicant to provide the remote parking supply and to operate the proposed free beach shuttle bus for AVP guests and the general public on Thursday, August 7 and continuing through Sunday, August 10, 2003.

Special Condition Four also protects the parking spaces normally reserved for handicapped persons, and requires signage and newspaper and radio advertisements to inform the public of the free remote parking and shuttle bus service. The signs must be posted and advertising campaign must commence prior to the start of the tournament in order to adequately inform the public of their parking options prior to arriving at the beach during the days of the tournament. Only as conditioned to mitigate the effects of the exclusive use of public parking on public beach access can the proposed event be found to be consistent with the certified LCP (specifically LCP Policy I.C.2 which requires the City to maximize the opportunities for using available parking for beach use) and the public access and recreation policies of the Coastal Act.

G. Visual Resources and Noise

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 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. Therefore, the scenic resources of the coastal zone are protected from any long-term or permanent negative impacts.

While noise control is not an issue addressed by certified LCP policies, the appellants have raised it as an issue. Specifically, the appellants asserted that the local approval does not require adequate noise control. The City Agreement requires that "All amplified speakers will be placed facing to the west" (Exhibit #6, p.2). Therefore, the City has addressed noise-control as an issue.

H. Water Quality

The certified Manhattan Beach LCP contains the following policies to protect marine resources from the effects of polluted runoff.

POLICY III.3: The City should continue to maintain and enforce the City ordinances that prohibit unlawful discharges of pollutants into the sewer system or into the tidelands and ocean. (Title 5, Chapter 5, Article 2; Chapter 8).

POLICY III.4: The City should continue to maintain and enforce the City ordinances that prohibit disposal of oils or refuse in the ocean or on beaches. (Title 12, Chapter 6).

POLICY III.7: The City should continue to maintain enforcement codes for littering waters or shore. (Title 10 Public Health and Safety Code, Section 374.7).

POLICY III.8: he City should continue to have programs to educate both staff and the public on the value and protection of the marine environment.

The proposed event poses a potential source of pollution due to trash generation, spillage from portable restroom facilities, and vehicles driving on the beach. The discharge of polluted runoff onto the sand and into to coastal waters can cause cumulative adverse impacts to water quality.

Therefore, Special Condition Nine require the applicant to (each day) remove and legally dispose of all trash, waste, oil, grease, and other materials that may be deposited on-site incidental to the volleyball tournament, all associated activities, and the general public's use of the event site, pier and adjacent parking facilities. Special Condition Eight requires that all temporary improvements permitted herein shall be removed in their entirety and the site restored to its pre-existing condition by no later than 6:00 p.m. Tuesday, August 12, 2003. As conditioned, the proposed event is consistent with the certified LCP and past Commission action with regards to water quality requirements and will minimize water quality impacts.

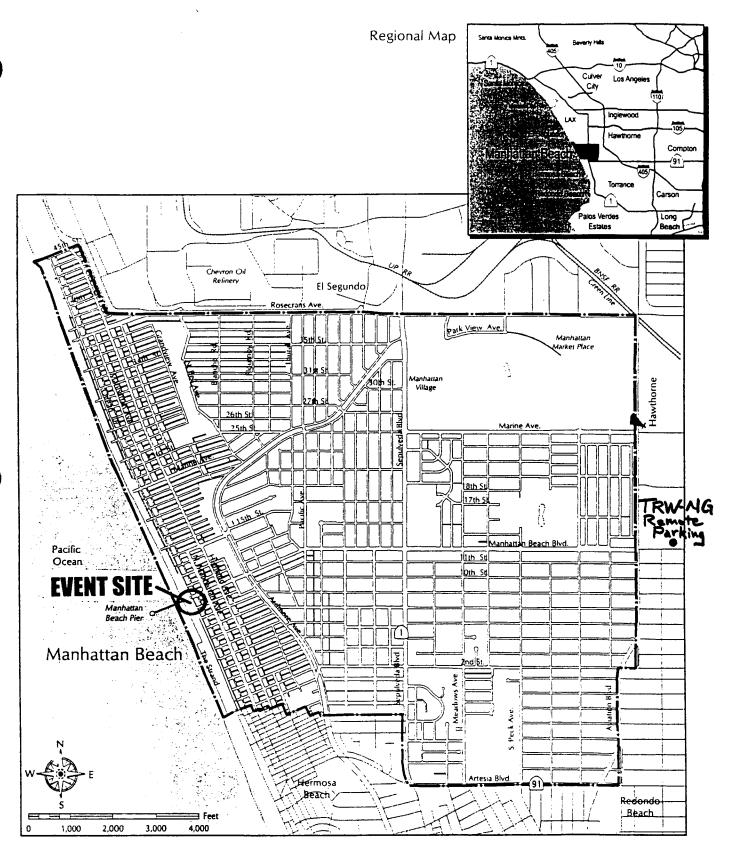
I. California Environmental Quality Act

Section 13096 Title 14 of the California Code of Regulations requires Commission approval of a coastal development permit application to be supported by a finding showing the application, as conditioned by any conditions of approval, to be consistent with any applicable requirements of the California Environmental Quality Act (CEQA). Section 21080.5(d)(2)(A) of CEQA prohibits a proposed development from being approved if there are feasible alternatives

or feasible mitigation measures available which would substantially lessen any significant adverse effect which the activity may have on the environment.

The proposed project, as conditioned, has been found consistent with the Manhattan Beach certified LCP and the public access and recreation policies of the Coastal Act. All adverse impacts have been minimized by the recommended conditions of approval and there are no feasible alternatives or additional feasible mitigation measures available which would substantially lessen any significant adverse impact which the activity may have on the environment. Therefore, the Commission finds that the proposed project can be found consistent with the requirements of the Coastal Act to conform to CEQA.

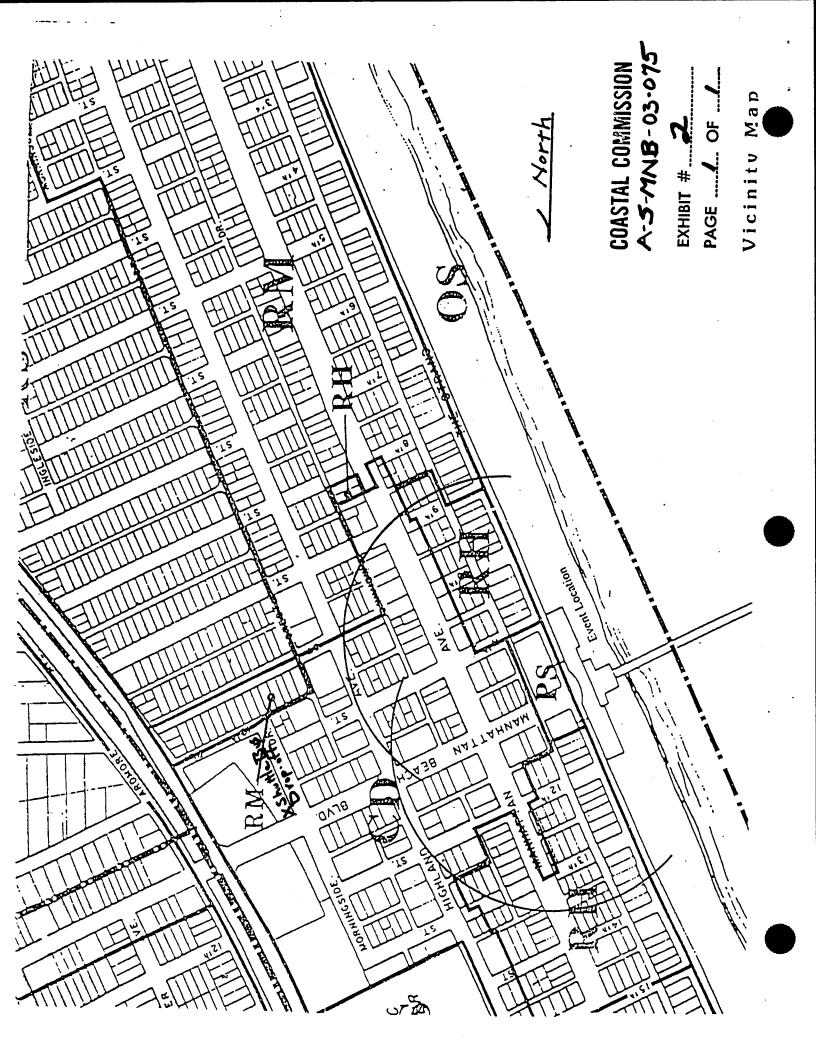
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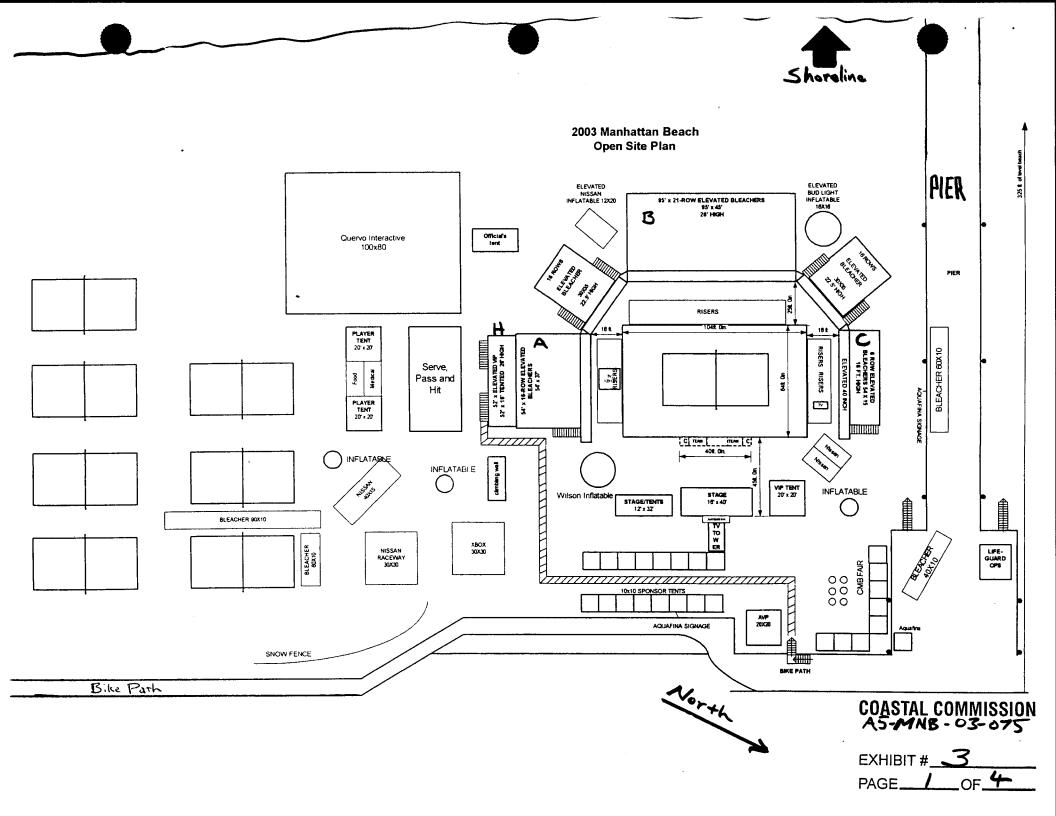


Manhattan Beach Open – 2003

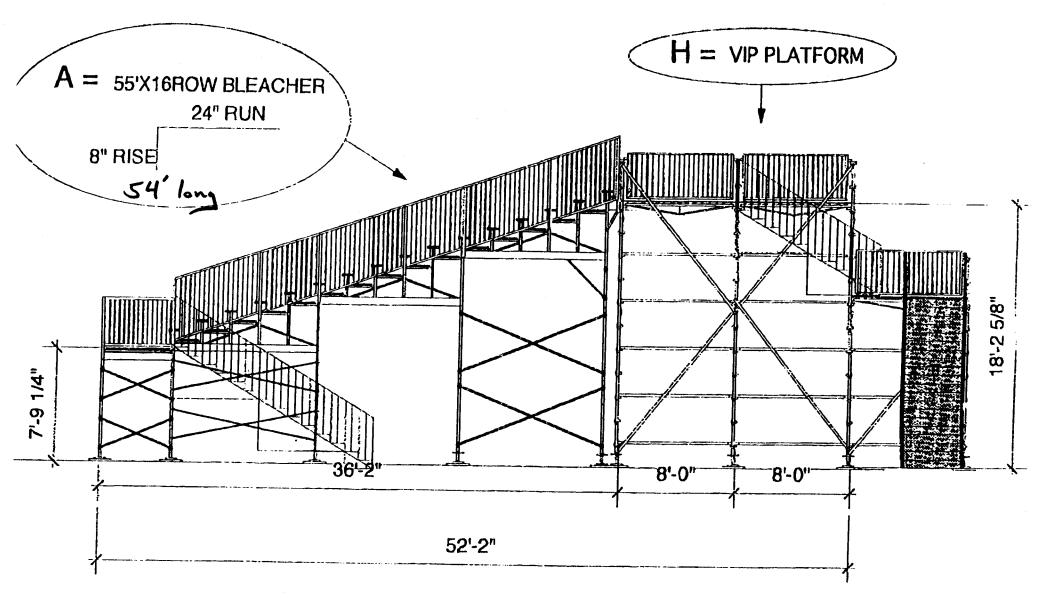
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A: South end if center court.

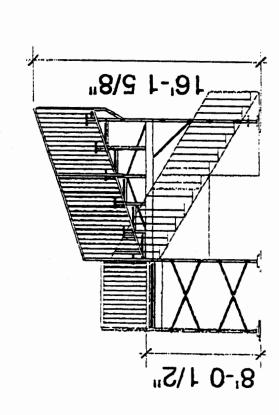


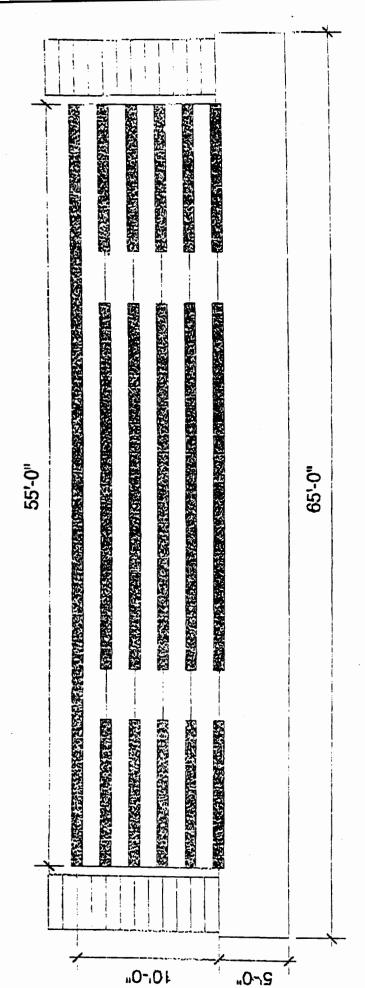
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COASTAL COMMISSION AS-MAB-03-075 EXHIBIT # GAPAGE GO OF 4

C: 54 10mg North end of center court





Association Volleyball Professionals. Inc.

Matthew H. Gage 1600 Rosecrans Avenue Bldg. 7, Suite 310 Manhattan Beach, CA 90266 (310) 426-8000 Fax (310) 426-8010

South Coast Region

MAY 21 2003

CALIFORNIA

May 19, 2003

Charles Posner California Coastal Commission PO Box 1450 Long Beach, CA 90802-4416

RE: Commission Appeal No. A-5-MNB-03-075

INTRODUCTION

Thank you for forwarding the Commission Notification of Appeal to my attention. Based on that paperwork, I am aware that the AVP's coastal development permit to hold the Manhattan Beach Open volleyball tournament in August of 2003 has been appealed.

Please be advised that the AVP is extremely sensitive to the impact the Manhattan Beach Open volleyball tournament potentially has on the City of Manhattan Beach. In an effort to be proactive and mitigate such impact on the community, the AVP took two (2) important steps prior to the 2002 event. First, the AVP worked closely with the City of Manhattan Beach including the police, fire and parks and recreation departments to eliminate any complaints the city had received from previous years' events and improve on all areas of coordination with the City. Second, the AVP organized the Manhattan Beach Open Steering Committee in 2002. The committee is composed of a cross-section of prominent Manhattan Beach citizens including several who live in the immediate vicinity of the event. The committee has met numerous times and has addressed a broad range of civic concerns such as parking, traffic congestion, an event shuttle bus plan, the size of the event, event safety, noise control and maintaining the historic integrity of the event. The input of the steering committee, as well as that of the various city departments, has been instrumental in guiding the AVP and has resulted in the event receiving tremendous support from the citizens of Manhattan Beach, the business community of Manhattan Beach and the City of Manhattan Beach.

With regard to the coastal development permit appeal, my understanding is that there are a limited number of issues that are germane to the appeal and of concern to the California Coastal Commission. Though the Manhattan Beach Open planning process between the AVP and City of Manhattan Beach is extensive and detailed, it appears that the event agreement upon which the appeal was based did not include sufficient detail to address these issues to the Coastal Commission's satisfaction. Therefore, please let me provide some additional information and background specific to these issues for your edification:

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TRAFFIC AND PARKING PLAN

The City of Manhattan Beach went to great lengths to eliminate the largest cause of traffic congestion and demand for parking in downtown Manhattan Beach by requiring all event promoters to synchronize event schedules. Unlike last year when the City of Manhattan Beach hosted three special events on the same weekend (The AVP Manhattan Beach Open, The Chevron Manhattan Beach Grand Prix bike race and the JP Morgan Chase Open tennis tournament), this year the AVP Manhattan Beach Open will be the only special event taking place in town on the weekend of August 9-10, 2003. Ultimately, this fact alone will result in eased traffic congestion and less demand for parking.

Traffic Plan – The Manhattan Beach Police Department has approved a traffic plan submitted by the AVP to minimize vehicle congestion at or near the event (particularly on Manhattan Beach Boulevard west of Valley Drive in downtown Manhattan Beach). The plan will include all positive elements from last year's plan plus the following improvements for 2003:

- 1. On Friday of the event, westbound traffic on Manhattan Beach Boulevard will be stopped at Ocean Avenue and routed north and south. On Saturday and Sunday of the event, westbound traffic will be prohibited west of Manhattan Avenue on Manhattan Beach Boulevard from 9 AM to 6 PM each day. An electronic sign with arrows pointing north and south will be at this intersection in front of the barricade. An electronic sign will also be placed in the westbound lane of Manhattan Beach Boulevard east of Pacific Avenue. The sign message is TBD by the City but will alert motorists that the event is happening and that parking is limited downtown.
- 2. Vehicles entering Manhattan Beach Boulevard from Ocean Avenue will only be allowed to travel East on Manhattan Beach Boulevard during the above times.
- 3. Traffic Community Service Officers will be posted at the intersection of Manhattan Beach Boulevard and Manhattan Avenue as well as Manhattan Beach Boulevard and Ocean Avenue during the above times.
- 4. A map of the above traffic plan will be made available to the local newspapers 30 days in advance for them to include in articles regarding the event. This traffic plan will also be made available on the AVP website and a hyperlink to the map will be provided to the City of Manhattan Beach website. The Community Service Officer locations on Manhattan Beach Boulevard will be staffed with AVP representatives who will have maps to the AVP shuttle lot and other downtown parking locations.

Parking Plan – The goal of this year's parking plan, approved by the Manhattan Beach Police Department, is to minimize consumer vehicle traffic in downtown Manhattan Beach. The parking lot at the Northrop Grumman location on Manhattan Beach Boulevard and Doolittle Drive will be used as the main AVP shuttle lot. This lot is easily accessible from the 405 Freeway as well as Aviation Boulevard making it an ideal location for both local residents and visitors from beyond the South Bay. The parking lots west of Ocean Avenue granted to the AVP by the City will be used for production vehicles, event staff, sponsor staff and handicap parking. These vehicles need to be at the

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event site and as such will help reduce potential traffic congestion that would otherwise occur if they had to drive on and off site repeatedly all day. There will not be any consumer or VIP parking in those lots. VIP's will drop off their vehicles at one of the three (3) City approved valet parking stands. Their vehicles will be parked at the American Martyrs Church and/or the Northrop Grumman location. As we did last year, the AVP will make every accommodation for handicap patrons and their parking needs. To that end, all posted handicap parking spaces will be retained for handicap parking. In addition, signage will be placed at Ocean Avenue and MBB in front of the community service officers station directing patrons in need of handicap parking and no person requiring handicap parking will be turned away. We will assist all handicap patrons in getting to the volleyball courts and will assure that each will be able to park their vehicle in these lots.

SHUTTLE BUS SERVICE

In order to mitigate traffic congestion and to ensure ample parking for the event, the agreement calls for the AVP to provide all staff, equipment and materials, to adequately advertise and run a shuttle bus service to and from the Northrop Grumman parking lot and Von's market located at Valley Drive and Manhattan Beach Boulevard. To assure the quality of this service for public usage, the AVP has committed to the City of Manhattan Beach that it will do the following:

Buses / Timeline / Frequency — Two buses with seating capacity of 50+ each will be in continuous service from one hour prior to the start of the event until one hour after the completion of the event on Saturday and Sunday of the tournament. Pick-up and drop-off points will be scheduled to have a bus arrive approximately every fifteen minutes. In order to alleviate any impact due to potential increased attendance at the event, the AVP has added a second bus to the shuttle service in 2003.

Staffing – The AVP will have a dedicated staff member continually monitor the shuttle bus service, assuring that the buses are running efficiently and on time, that any problems are addressed in a timely manner and that usage by the public is tracked and totaled.

Advertisement – The AVP will advertise the shuttle bus service in a number of ways including 1) newspaper advertising in the Daily Breeze, Beach Reporter and Easy Reader, 2) public service announcements (PSA) on Adelphia cable television covering the West Side and the South Bay, 3) radio tags and event mentions on our primary radio partner and other southern California radio stations and 4) inclusion on a minimum of one street banner.

Signage – The AVP will provide and put up ample signage where permitted including 1) at the Inglewood exit of the 405 freeway and at 2) all major Manhattan Beach Blvd. intersections (north-south and east-west) between Inglewood Avenue and Manhattan Beach Avenue that will direct the public to the pick-up point (Northrop Grumman) as well as provide signage that will designate clearly the shuttle pick-up and drop-off points.

Maps – The AVP will provide shuttle bus service maps to be distributed at the Manhattan Beach Recreation Department, at the event site, at city valet stands, and at manned locations on Manhattan Beach Boulevard.

BLEACHERS

Center Court – Though the agreement permits up to 3,500 bleacher seats at center court, the 2003 event (per the site plan) will have a seating capacity on the sand of 3100 seats comprised of only 2,650 bleacher seats and 450 riser seats. Please note that this center court seating plan remains unchanged from 2002.

Pier Seating – The agreement calls for additional bleacher seating to be placed on the pier and pier head. This seating would provide comfortable, orderly seating for fans that previously were standing up and lined up as much as ten deep on the pier. Such seating is provided free to the public, would constitute no more than 400 additional seats, would not extend beyond the median of the pier and would permit uninterrupted pedestrian traffic as well as emergency access through the length of the pier. Such seating on the pier has been used previously at City of Manhattan Beach events including the Surf Festival and the City (including the Police and Fire Departments) has determined that such seating will not negatively impact safety or pier access and has approved the use of such bleachers for the event.

Outside Court Seating – The Manhattan Beach Open utilizes about 12 volleyball courts for the competition. Many of the best matches, including those with the most renowned players, are played on the 11 outside courts. Instead of being subject to fans creating their own seating arrangements, the agreement calls for setting up small bleachers on some of these outside courts in order to provide comfortable and orderly seating for the fans. Such seating would be of particular benefit to the elderly and to children. This seating would be provided free to the public.

Free Public Access – Of the 3100 seats provided at center court, only 620 would be designated for use by VIPs, corporate sponsors and the AVP Beach Club members (detailed below under VIP Packages). Such seating would be limited to riser seating and the top five rows of the southern bleacher; the 11 rows closer to the main court in this southern bleacher section are open to the public. All of the remaining seats (2,480) are being provided by the AVP and are free to the public.

INTERACTIVE AREAS

The AVP committed to the City of Manhattan Beach that it would produce an event that would be embraced by the community. In accomplishing this goal, the AVP has made sure the event is festival-like, family-friendly and a fun experience for children.

Specifically, the AVP provides a youth volleyball tournament for the kids, a youth clinic for the kids hosted by top AVP professional volleyball players and also, in conjunction with its sponsors, provides interactive areas for the kids. These interactive areas (Nissan Raceway, Xbox Game Area and Aquafina Interactive Zone) do not take up significant

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EXHIBIT # 4 PAGE 4 OF 7 area, are <u>free</u>, great fun for the kids and represent an interesting, captivating alternative to watching volleyball all day. These interactive areas have proven to be popular with kids and have helped make the AVP tournaments a more rewarding and enjoyable experience for families.

BEACH CLUB MEMBERSHIPS ARE NOT RESERVED TICKETS

The AVP is not selling tickets to the event. The AVP Beach Club is our fan club program. Members who sign up for a one-year membership receive our AVP newsletter, discounts on AVP merchandise, and access to the Beach Club onsite at selected events. Members designate which AVP event they wish to attend. Beach Club access is limited to local guidelines established with each city; therefore, access to the Beach Club is on a first come, first serve basis with no designated seating and with a pre-determined maximum in each market. The Beach Club area uses only a very limited area of the stadium court and allows these dedicated fans to congregate with one another and mingle with AVP players. The annual fee charged for the Beach Club membership goes to offset the costs of running and maintaining the fan club and handle the on-site costs of hospitality for the members. A portion of our riser seating is set aside for these members.

CONCLUSION

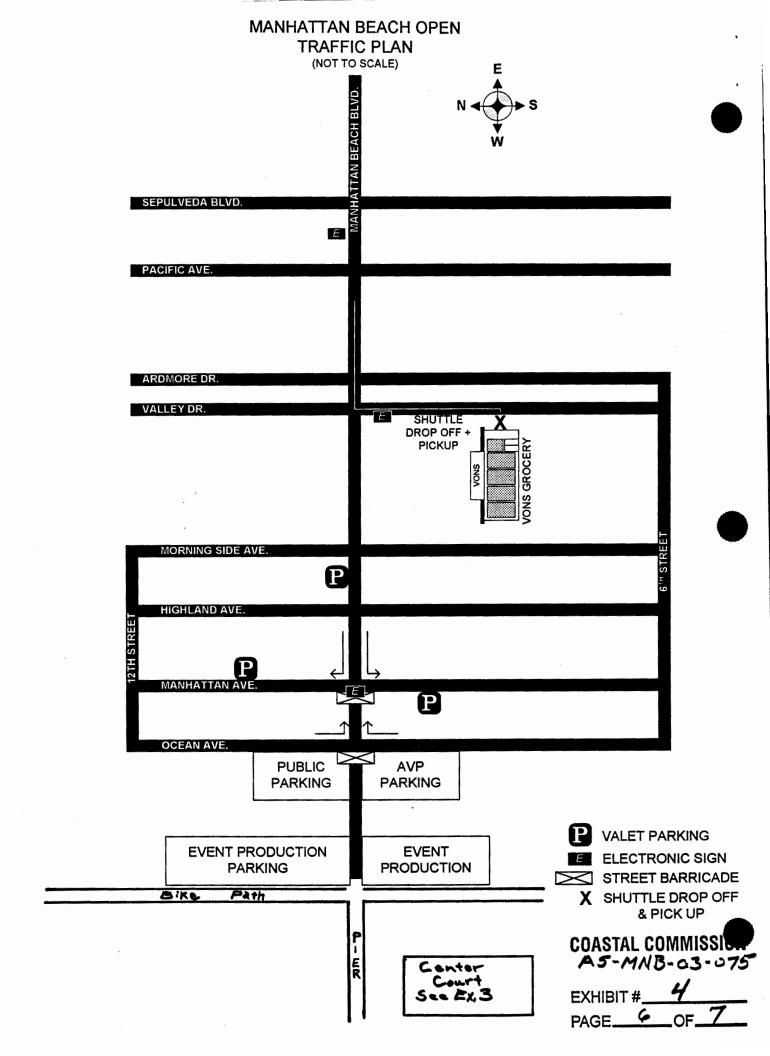
Since new ownership acquired the AVP in 2001, the AVP has worked closely with the City of Manhattan Beach in the planning, coordination and actual implementation of the event. This process has included extensive time spent annually with various City of Manhattan Beach departments detailing and refining plans for the tournament. Consequently, the Manhattan Beach Open has been an event that is professionally produced and in a manner that is sensitive to the needs and requirements of the city and its citizens. The AVP's plans for 2003, as represented by the "MBO/AVP Agreement" and the information provided above, was to carry on this distinguished tradition. I hope the information provided addresses the California Coastal Commission's concerns and is sufficiently comprehensive to enable it to approve the coastal development permit for the 2003 Manhattan Beach Open. If you have any questions or require any additional information, please do not hesitate to call me at (310) 426-8000.

Matthew Gage
Tour Director/AVP

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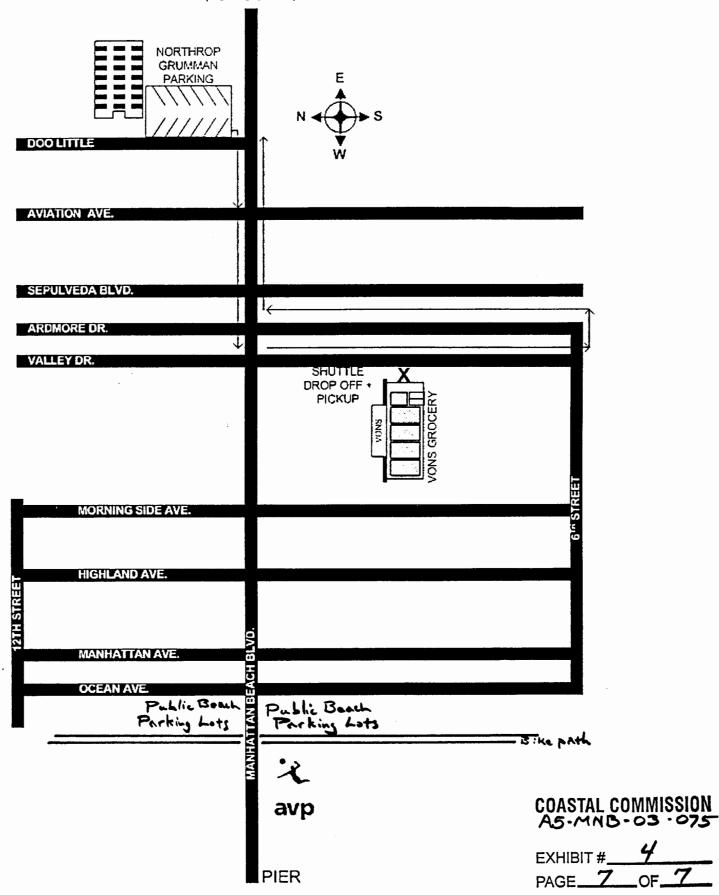
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MANHATTAN BEACH OPEN SHUTTLE BUS PLAN

(NOT TO SCALE)





'Inside

Home

TV/Schedule

Store

Forum

Official Ball

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AVPNext

Volunteer

Players Only

My Order

Poll

Who do you think will be the top men's team in 2003?

C Eric Fonoimoana and Dax Holdren

C Karch Kiraly and Brent Doble

Mike Whitmarsh and Canyon Ceman

C Eduardo Bacil and Frederico Souza

C Kevin Wong and Stein Metzger



AVP Beach Club



Join the most unforgettable beach party and sit courtsid nation's hottest pro beach superstars battle for numbe

An entire weekend packed with hot volleyball action, food all for only \$100

Member Benefits

Become an exclusive member of the AVP Beach Club and receive:

- -best seats on the beach, Saturday and Sunday
- -superb hospitality in the AVP Beach Club
- -food and beverage
- -limited edition commemorative t-shirt
- -laminated credential for exclusive access
- -rights to purchase valet parking
- -priority for renewal
- -and much, much, more!!!

Membership is only \$100

Space is limited so Sign Up Online Now or Call AVP Beach Club Hotline (310) 42

Event Dates

- C Paul Mitchell Ft Lauderdale Open April 4th-6th
- C Tempe Open April 25th-27th
- C Hermosa Beach Open presented by Bud Light June 6th-8th
- C San Diego Open presented by Bud Light June 13-15th

C Belmar Open - July 25th-27th

C Manhattan Beach Open presented by Bud Light - August 7th-10th

C Manhattan Beach Open presented by Bud Light - August 14th-1

C Manhattan Beach Open presented by Bud Light - August 14th-1

C Manhattan Beach Open presented by Bud Light - August 14th-1

C Manhattan Beach Open presented by Bud Light - August 14th-1

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2003 MBO/AVP AGREEMENT

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THIS AGREEMENT is made this	day of FERVARY 2003, by and
between the City of Manhattan Beach ("CMB"), a municipal	
State of California with its principal offices at 1400 Highla	and Avenue, Manhattan Beach, California
90266, and the Association of Volleyball Professional, Inc	e. ("AVP"), a Delaware Corporation with its
principal office at 1600 Rosecrans Avenue, Building #7, S	uite #310, Manhattan Beach, CA 90266.

WITNESSETH

WHEREAS, CMB has conducted an annual amateur and professional beach volleyball event entitled "The Manhattan Beach Open" ("MBO") sometimes also referred to in this agreement as the "event" and is the registered owner of the title "Manhattan Beach Open";

WHEREAS, AVP manages the top professional beach volleyball players in the United States and manages an annual schedule of events on behalf of said players; and

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

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

- I. THE EVENT. During the term of this agreement, CMB authorizes the AVP to conduct the annual MBO, the dates of which shall be selected by AVP in consultation with CMB. This year's event will be held August 8-10, 2003 with the Qualifier being held on Thursday, August 7, 2003.
- A) The agreed upon tournament format shall 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 event. The playing rules for the event shall be AVP rules.
- B) The title of the event is "The Manhattan Beach Open"; however, permission has been granted to the AVP (if it elects) to insert AVP into the title naming it "The AVP Manhattan Beach Open". All public identification of or reference to the MBO shall be made in the following manner: "The [Primary Sponsor Name] Manhattan Beach Open", or "The AVP [Primary Sponsor's Name] Manhattan Beach Open". AVP specifically acknowledges and agrees that it shall not release any information about the event to the public which refers to the event solely as "The [Primary Sponsor Name] Open." Notwithstanding the foregoing, AVP shall have the right to include one or more "Presented By" sponsors as part of the official title of the event so long as the "Presented By" title(s) appear after the words "Manhattan Beach Open" (i.e., The [Primary Sponsor] Manhattan Beach Open Presented By Sponsor]).
- C) The CMB will not sponsor any other men's volleyball event(s) paying more than \$15,000 in prize money (or other benefits equaling more than \$15,000 in value) within thirty (30) days before or after the MBO, unless approved in writing by AVP.

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- on the pier and the pier head provided that the aggregate of bleachers in connection with the event shall not exceed a total of 4,500 seats, of which the center court bleachers shall not exceed 3,500 seats. In the event that the AVP decides to use said bleachers, the AVP must notify the CMB by 5 p.m., Friday, March 1, 2003 in order to allow sufficient time to apply to the Coastal Commission for approval. If the CMB is not notified by said date and time, it is agreed that bleachers will not be used during the 2003 MBO unless approved by CMB. Additional seating, not to exceed 1,000 seats, may be placed around the outside courts. In addition, AVP shall have the right to have additional bleacher seating (i) on the pier behind the center court endzone bleachers; 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 and subject to the approval of the Department of Public Works (which the CMB shall use good faith efforts to obtain), CMB shall provide "softball" style bleachers at no charge for AVP's use in connection with the outside courts, the pier and the pier head.
 - E) All amplified sound speakers will be placed facing to the west.
 - F) No admission may be charged.
- G) VIP tent and VIP seating shall be provided by the AVP as follows: (i) There shall be one (1) center court elevated VIP tent and one (1) sand VIP/"AVP Beach Club" tent; (ii) VIP/"AVP Beach Club" "riser" seating along one sideline and up to two (2) end zones; (iii) one (1) end zone bleacher reserved for VIP's, corporate sponsors, etc. All other seating shall be available to the public. Any additional center court VIP tents and/or seating will be subject to CMB approval.
- H) AVP shall have the right to have on-site entertainment in connection with the event. Such entertainment may include musical acts provided such entertainment does not increase the sound level of the event or increase the support required by CMB (e.g., additional police, fire company coverage, etc.). In addition, AVP shall have the right (subject to any applicable federal and/or state laws) to have skydivers land on the beach as part of the on-site entertainment in connection with the event; provided, however, that the skydiving company that is used to provide such entertainment shall provide CMB and AVP with evidence of general liability insurance coverage of not less than two million dollars (\$2,000,000.00) per occurrence and shall name CMB and AVP as additional insureds by endorsement to such policy.

II. CMB RESPONSIBILITIES.

- A) The CMB shall permit the AVP to conduct a Pro-Am Men's & Women's Two Person Volleyball Tournament and a Junior Two-Person Amateur Volleyball Tournament the weekend of August 8-10, 2003.
- B) The CMB shall provide an event director to oversee and monitor the total operation of the event especially in all matters pertaining to event liability and public safety. All decisions of the event director shall be final with respect to any issues that involve compliance with the agreement as well as any issues that directly and/or adversely impact the community. Said director shall consult with a designated representative of the AVP and it shall be the goal of the parties to reach mutual COASTAL COMMISSION ASTAL COMMISSION COASTAL COMMISSION ASTAL COMMISSION COASTAL COASTAL COMMISSION COASTAL COASTAL

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agreement on matters of event operation. The CMB shall be entitled to a fee of \$1,500 for all of such event director's services in connection with the event.

- C) The MBO shall use AVP Tournament Rules in the conduct of the event. The AVP shall save the first 32 seeded spots for men & 24 seeded spots for women for AVP entries.
- D) The CMB shall retain the right to conduct, if it desires, a pre-tournament qualifying round including non-AVP players and retain the proceeds. However, the CMB will grant the AVP permission to run these qualifying rounds if the AVP will open up the qualifiers and take sixteen (16) Men's teams and eight (8) Women's teams to play into the professional rounds of the MBO. If the AVP is in agreement, the AVP shall retain all the qualifying entry fees. As part of whatever these teams may win as prizes for winning in the qualifying rounds, an AVP membership will be provided to them by the AVP, it being acknowledged that all players must sign the standard agreement in order to compete in the main draw of the event.
- E) The CMB shall provide to the AVP any CMB services required for the event such as police, fire, etc. Expenses incurred by the CMB for these services will be billed to the AVP by the CMB.
- F) The CMB shall coordinate all necessary city permits, including but not limited to permits for merchandise sales, if any, as approved by city council, television cameras, and volleyball competition. No city fees shall be charged for said permits unless there is a direct cost.
- G) The CMB shall provide on-site parking spaces for television coverage equipment, AVP equipment trucks and personnel. The number of spaces shall be 71, consisting of all of the south lower parking lot, 10 spaces in the north lower parking lot and all of the south upper parking lot (excluding the handicap spaces). The CMB will also provide street parking on both sides on Manhattan Beach Boulevard below Ocean Drive. All parking expenses will be paid by the AVP. In addition, The CMB shall close Manhattan Beach Boulevard west of Ocean Drive to bike traffic and CMB shall cause all bike riders to walk their bikes on Manhattan Beach Boulevard, west of Ocean Drive.
- H) The CMB shall allow sponsors' display booths and shall allow distribution of samples of their products during the MBO as long as such sampling does not include alcoholic and tobacco products and as long as such sampling is not in conflict with the restrictions detailed under IV., Merchandising Rights. CMB 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.
- I) The CMB shall grant their right to the AVP to set up a Food Court & Merchandise Fair (which shall include the right to sample or sell merchandise and/or other items or services) made up of CMB and other merchants.
- J) Subject to the approval of the Department of Public Works (which the CMB shall use good faith efforts to obtain), the CMB shall provide bleacher seating to be used by AVP for the outside court seating and pier seating described in Section I.D. above.

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- A) AVP will not sanction any additional events in California to be played on the same dates as the MBO.
- B) The AVP shall make their best efforts to guarantee the appearance of 15 of the top 20 AVP rated teams (to include 3 of the top 5 AVP rated teams, barring injury) for this event.
- C) The AVP will provide, at its own expense, all event production including 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 six (6) inflatables. The AVP shall transport the equipment to the site, set up said equipment in cooperative and timely fashion, and at the close of the tournament take down and remove the equipment. Said equipment is to be totally removed from the site by 6 PM, Tuesday, August 12, 2003. CMB reserves the right to determine limit on the use of said equipment as it pertains to CMB ordinances and shall enforce all for the protection of public health and safety.
- D) The AVP shall provide all necessary funds, staff, equipment, and materials necessary to adequately promote and seek sponsorship for the event at no expense to CMB. Also, the AVP shall provide a designated representative to consult as necessary with the CMB director regarding all facets of event operation. Final decisions will be made by the CMB Director regarding compliance with the agreement as well as any issues that directly and/or adversely impact the community.
- E) The AVP shall provide for the television broadcast of the Manhattan Beach Open. Within the television broadcast, the AVP shall provide for the CMB to be highlighted and promoted.
- F) The AVP shall provide on-site tournament staff to handle sponsor relations, television liaison, and player mediations.
- G) The AVP shall reimburse the CMB for all its direct "in-house" services for the current year's event. An estimate of these costs equal to \$17,000 shall be paid to CMB 30 days in advance of the event. Actual City departmental costs shall be itemized and billed to the AVP upon completion of the event.
- H) The AVP shall secure and pay for any permits required from the County of Los Angeles.
- I) The AVP shall provide, at their expense, all staff, equipment and materials, to adequately advertise (including radio announcements) and run a shuttle bus service to and from the event from the TRW parking lots to the Von's market at Valley Drive and Manhattan Beach Boulevard. This service shall provide for a minimum of one bus running at no less than fifteer-minute intervals to and from the event. Starting time should be one hour prior to the event's starting time and ending one hour after the completion of the last daily game. Service shall be for Saturday and Sunday only. CMB shall have approval over such shuttle service, such approval to not be unreasonably withheld. In addition, CMB shall have the right to contract directly with such shuttle service and AVP shall reimburse CMB for the cost thereof provided such cost does not exceed the amount AVP would have incurred if AVP had contracted directly with such shuttle service.

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- J) The AVP, at their expense, shall provide for adequate trash removal. They shall be responsible for making 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 event and removed by the next morning following the completion of the event.
- K) Unless otherwise expressly specified herein, the foregoing responsibilities of the AVP shall be discharged at the expense of AVP.

IV. MERCHANDISING, SPONSORSHIP AND LICENSING RIGHTS.

- A) CMB grants to AVP a temporary exclusive license to the MBO which shall include, without limitation, all merchandising of the event plus the right to obtain sponsors and advertisers, to produce and sell programs, to produce programming and sell radio, television, and filming opportunities and to merchandise and license concessions.
- B) AVP shall be allowed to solicit potential sponsors and contract with sponsors for sponsor exposure at the event 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, women's undergarments, any disease or birth control products or any product or service considered illegal under the laws of the United States or the State of California.
 - 2) No sponsor shall be solicited or accepted who produces any form of sexually related film or product or any and all products not deemed by the CMB to be acceptable to public sensibilities or morals.
 - 3) No sponsor shall 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) CMB shall allow <u>sign exposure areas</u> at the event for sponsors, including but not limited to customary court banners, booths, hospitality areas and bleacher banners. In addition, AVP shall have the right to have <u>signage on the railings on the south side of the pier and on the railings along the bike path in the area of the event. Further, CMB shall allow vehicles (e.g., Nissan vehicles, Army Humvee, etc.) and watercraft on the sand in connection with the event and allow Nissan vehicles to be used in connection with the player introductions.</u>

V. MBO PROMOTION.

A) AVP shall provide all funds, staff, equipment, and materials necessary to
adequately promote and advertise the MBO. CMB shall assume no advertising obligation except as
specifically provided herein; however, it will promote the MBO as in the past years by cooperating with COASTAL COMMISSION AS-7NB-03-075
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the press and agreeing to place posters in city-approved location: and assisting in the placement of street and pole banners. AVP will provide all publicity and promotional materials.

- B) The CMB shall permit the AVP to advertise and promote the event within the CMB for a minimum of four (4) weeks prior to the tournament. This commitment shall include the following:
 - 1) AVP shall be entitled to have exclusive access to the following locations for street banners commencing 30 days prior to the event, it being agreed by the AVP that such street banners may not be placed at any one location for more than two (2) weeks: Sepulveda Boulevard/Marine Avenue (excluding the dates of July 21-August 4, 2003 which are reserved for the Surf Festival); Sepulveda Boulevard/Manhattan Beach Boulevard; Manhattan Avenue/12th Place; Manhattan Avenue/9th Street; Highland Avenue/13th Place; Highland Avenue/11th Street; Manhattan Beach Boulevard, east of Morningside Drive; and Manhattan Beach Boulevard, east of Manhattan Avenue (excluding the dates of July 21-August 4, 2003 which are reserved for the Surf Festival).
 - 2) AVP shall have the exclusive right to hang pole banners at the following locations for a period not to exceed thirty (30) days prior to the event: 10 poles on Manhattan Beach Boulevard (in median from Sepulveda to Meadows); 4 poles on Marine Avenue (in median from Sepulveda to Cedar); 43 poles on Rosecrans Avenue. (in median from Sepulveda to Aviation); 59 poles on Pacific Coast Highway/Sepulveda Boulevard (from Artesia to Rosecrans) (subject to Caltrans approval); and additional mutually approved locations (which shall number approximately 50) in the downtown area on Manhattan Beach Boulevard, Highland Avenue and Manhattan Avenue.
 - 3) All street and pole banner designs must be approved by the CMB. AVP shall be responsible for the costs of hanging and removing all such banners; provided, however, that CMB shall not charge any permit or other fees in connection with such banners.
 - 4) AVP shall have the right to distribute store front posters and hand out fliers. In addition, AVP shall have the right to issue local newspaper releases.
- C) All support and point-of-purchase materials will list the MBO and all event posters, countercards and schedules will mention the CMB.
- D) CMB will cause the Multiple Systems Operator/The Cable Company (MSO) to run an AVP promotional tape once per hour on the Public Service Announcement Channel. CMB will also cause the MSO to include a slide for the AVP, such slide to be included with the upcoming events. The AVP will provide all promotional tapes and material to the MSO.

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- E) CMB will include AVP in any local television programming that highlights upcoming events.
 - F) CMB will give the AVP MBO preferred placement on its web site, if possible.
- VI. BROADCAST. AVP shall have the exclusive right to solicit and negotiate all radio, film, and television broadcast agreement proposals.
- A) A "bathing beauty" competition shall NOT be part of the MBO in any shape or form, nor shall it be a part of any post-produced television show using footage from the MBO.
- B) A live broadcast by the sponsor radio station/filming of the event shall be allowed at the MBO. All broadcast and/or filming set-ups are to be approved and licensed by the proper city representatives who shall be available and on hand at the time of set up. Approval shall take into account the desire of the parties to allow a first quality broadcast and the technical needs of the broadcasters.
- C) AVP shall provide one 3/4" video finished copy of the MBO, if filmed or taped, to CMB within one (1) month (or as soon as available) of such MBO.
- D) AVP shall own all rights to all radio, film, and television productions of the MBO. CMB shall be afforded the right to use said radio, film, and television productions as long as they are used for non-commercial purposes such as historical documentation and promotion of the event.

VII. CONCESSIONS.

- A) CMB shall not prohibit the sale of AVP-related or event merchandise, AVP or AVP-Sponsor apparel, or Wilson Volleyballs at the base of the pier or on the sand.
- B) Event-specific apparel and non-consumable souvenir merchandise will be developed by the AVP. The AVP shall have the exclusive right to create, market and license said event-specific merchandise. All event-specific merchandise shall comply with the title requirements set forth in section I. B. above.
- C) No other consumables or non-consumables shall be sold or given away at the site except as specified in this Agreement or as approved by the CMB.

VIII. MBO REVENUES.

- A) Gross revenue from the seeded teams will be 100% retained by the AVP. The AVP will set the standard entry fee for the event consistent with similar AVP events.
- B) Gross revenue from all other entries into the event, 100% retained by CMB unless the AVP agrees to conditions in II. D.
- C) Gross revenue from (i) on-site sales of any AVP-related or event apparel and non-consumable souvenir merchandise; (ii) on-site revenue in connection with the Food Court and COMMISSION

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Merchandising Fair (net of third parties' share of such revenue); (iii) sponsorships; (iv) "AVP Beach Club" membership; and (v) any other revenue generated in connection with the event, shall be retained 100% by AVP.

IX. EVENT BUDGET. It is understood by both parties that AVP shall provide for a seventy-five thousand dollars (\$75,000) prize purse for each of the Men's & Women's Open Division.

X. TERM. This Agreement shall be effective for a period of one (1) year commencing with the 2003 Manhattan Beach Open. Set up for the event will begin on the Monday prior to the event. The event, including the qualifier, will be on Thursday, Friday, Saturday & Sunday of the agreed upon dates and breakdown will be completed by 6:00 P.M. on Tuesday, August 12, 2003.

XI. REPRESENTATIONS AND WARRANTIES.

- A) CMB represents and warrants to AVP that: (i) CMB has the full right and authority to enter into and perform its obligations under this Agreement; (ii) the rights granted to AVP 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; and (iii) the execution, delivery and performance of this agreement will not violate the provision of any agreement to which CMB is a party or by which it is bound.
- B) AVP represent and warrant to CMB that: (i) AVP has the full right and authority to enter into and perform its obligations under this agreement; (ii) the rights granted to CMB 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; and (iii) the execution, delivery and performance of this agreement will not violate the provision of any agreement to which it is a party or by which it is bound.
- XII. USE OF TRADEMARKS OR SERVICE MARKS. CMB hereby grants a limited license to AVP, for the 2003 Tournament only, to use of the name "Manhattan Beach Open." CMB expressly reserves to itself all other rights to use of the name "Manhattan Beach Open." which the parties hereto acknowledge is the sole property of CMB. Except as expressly provided herein, neither party shall 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.
- XIII. CONTINGENCIES. This Agreement is contingent upon issuance by CMB 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").

XIV. INSURANCE.

A) Commencement. AVP shall not commence activities under this Agreement until it has obtained CMB approved insurance. 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, AVP must have and maintain in place, all of the insurance coverages required by this Section XIV. AVP's insurance shall comply with all items specified by this Agreement.

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Any subcontractors of AVP shall be subject to all of the requirements of this section XIV. and AVP shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CMB before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A- unless otherwise approved by CMB.

- B) <u>Coverages, Limits and Policy Requirements</u>. AVP shall 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 CMB. The limit for all coverages under this policy shall be no less than two million dollars (\$2,000,000.00) per occurrence. CMB, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the CMB with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall 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 CMB. In the event the policy contains such an "other insurance" clause, the policy shall 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 CMB. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CMB, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the CMB with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall 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 CMB. In the event the policy contains such an "other insurance" clause, the policy shall 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) must be executed by the applicable insurance underwriters.

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- 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 shall contain, or be endorsed to include, a waiver of subrogation in favor of CMB.
- C) Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit AVP's liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CMB for payment of premiums or other amounts with respect thereto. CMB shall notify AVP in writing of changes in the insurance requirements. If AVP does not deposit copies of acceptable insurance policies with CMB incorporating such changes within sixty (60) days of receipt of such notice, AVP shall be deemed in default hereunder. Any deductibles or self-insured retentions must be declared to and approved by CMB. Any deductible exceeding an amount acceptable to CMB shall be subject to the following changes:
 - 1) Either the insurer shall eliminate, or reduce, such deductibles or selfinsured retentions with respect to CMB and its officials, employees and agents (with additional premium, if any, to be paid by AVP); or
 - 2) AVP shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.
- D) <u>Verification of Compliance</u>. AVP shall furnish CMB with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CMB before activity commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, AVP shall deliver to CMB a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to CMB.
- XV. INDEMNIFICATION. AVP agrees to indemnify, defend, and hold harmless CMB and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with performance of, this Agreement by AVP, AVP's agents, officers, employees, subcontractors, or independent contractor(s) hired by AVP, including, but not limited to, any legal action challenging the validity of the event or the permits therefore. This indemnity shall 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 AVP.

CMB agrees to indemnify, defend, and hold harmless AVP and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with performance of, this Agreement by CMB, CMB's agents, officers, employees, subcontractors, or independent contractor(s) hired by CMB, including, but not limited to, any legal action challenging the

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validity of the event or the permits therefore. This indemnity shall 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 CMB.

XVI. INDEPENDENT CONTRACTOR. CMB and AVP shall each be and act as independent contractors and under no circumstances shall this agreement be construed as one of agency or partnership between CMB and AVP. 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 shall be construed to create a joint venture between the parties hereto or to obligate either party for debts or obligations incurred by the other party in the performance of this Agreement.

XVII. FAILURE TO OBJECT NOT A WAIVER. The failure of either 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 shall not be construed as a waiver thereof, nor of any future breach of subsequent wrongful conduct.

XVIII. NOTICES. All notices required or permitted hereunder shall be deemed duly given on the date sent by certified mail, postage prepaid, addressed to the parties as follows:

If to AVP:

AVP

Attn: Chief Operating Officer

1600 Rosecrans Avenue, Building #7, Suite #310

Manhattan Beach, CA 90266

If to CMB:

City of Manhattan Beach 1400 Highland Avenue

Manhattan Beach, CA 90266

ATTN: Richard Gill

XIX. LIMITATION ON ASSIGNMENT.

- A) The rights and obligations under this Agreement may be assigned or delegated by the parties hereto only with the prior written consent of the other party. Any attempted assignment or delegation, without the prior written consent of the other party shall 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.

XX. APPROVAL. Whenever approval, consent, information, or data is herein required of either or both parties, the same shall not be unreasonably or arbitrarily delayed or withheld.

XXI. 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 shall 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 fail in its

CMB RAN AVP AVP EXHIBIT # C PAGE 11 OF 12

essential purpose or purposes, it shall be deemed cancelled by mutual agreement of the parties and neither party shall have any further obligations or liabilities with respect to this Agreement.

XXII. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

	BY: J. L. Collaboration	
	DATE: TITLE:	
PPROVED AS TO FO	3M: ///	
, Short	ASSOCIATION OF VOLLEYBALL PROFESSIONA	LS, INC
City Attorney	BY:	
	DATE: 2-7-03	
	TITLE: Coo	

CITY OF MANHATTAN BEACH

COASTAL COMMISS

CMB R Th

AVP ACC

EXHIBIT #_____OF___

Telephone (310) 802-5000

FAX (310) 802-5001

TDD (310) 546-3501

RECEIVEL South Coast Region

MAY 21 2003

CALIFORNIA

May 20, 2003

Mr. Charles Posner California Coastal Commission P.O. Box 1450 Long Beach CA 90802-4416

Re: Commission Appeal No. A-5-MNB-03-075

Dear Mr. Posner:

On behalf of the City of Manhattan Beach, I would like to address several of the issues that will be before the California Coastal Commission in June and reiterate the City's support for the Manhattan Beach Open (MBO) in August 2003.

The City Council, on February 4th, unanimously approved entering into an agreement with the Association of Volleyball Professionals (AVP) to conduct the 44th MBO and adopted Resolution No. 5811, finding the event in conformance with the City's Local Coastal Program.

Since this decision was appealed to the California Coastal Commission, City staff has continued to work with the AVP to address the issues being brought before the Coastal Commission.

Enclosed is a letter from Police Sgt. Andy Harrod, endorsing a parking and traffic plan that has been agreed upon to mitigate traffic congestion in the downtown/pier area. Additionally, the promotion and implementation of a shuttle service between the downtown area and Northrop (TRW) parking lots will alleviate the majority of the congestion.

Regarding the scale and exclusivity of the event, I would like to reiterate that this event has been going on for 44 years with thousands of people enjoying it each year. The added feature of free bleachers for the convenience of spectators and the interactive entertainment booths enhance the recreational experience for all spectators. The area used for the event is very small and access to the beach is never impeded or interrupted.

The Manhattan Beach Open has become part of the culture in our City with teens and young adults planning their summer vacations around the event.

A5-MNB-03-075

Fire Department Address: 400 15th Street, Manhattan Beach, CA 90266 FAX (310) 802-5201 Police Department Address: 420 15th Street, Manhattan Beach, CA 90266 FAX (310) 802-5101 Public Works Department Address: 3621 Bell Avenue, Manhattan Beach, CA 90266 FAX (310) 802-5301 City of Manhattan Beach Web Site: http://www.ci.manhattan-beach.ca.us

PAGE.

City staff will continue to work closely with representatives from the AVP to mitigate concerns as they arise, and implement an event that the City can be proud and is not a burden for the surrounding neighbors and beachgoers.

Please feel free to contact us at your convenience for any questions or concerns you may have.

Sincerely,

Richard Gill

Director of Parks and Recreation

cc:

City Council City Manager

Richard Thompson, Community Development Director

AVP

COASTAL COMMISSION AS-MAG-03-07

EXHIBIT # 7
PAGE 2 OF 2



POLICE DEPARTMENT

City of Manhattan Beach

420 15TH STREET
MANHATTAN BEACH, CALIFORNIA 90266
(310) 802-5103 FAX (310) 802-5101

ERNEST M. KLEVESAHL, JR. CHIEF OF POLICE

PAUL L. MARSHALL CAPTAIN

RANDOLPH M. LEAF CAPTAIN

May 16, 2003

Mr. Charles Posner California Coastal Commission PO Box 1450 Long Beach, CA 90802-4416

South Coast Region

MAY 21 2003

CALIFORNIA

RE: Commission Appeal No. A-5-MNB-03-075

Dear Mr. Posner:

Pursuant to your request, this letter is to notify you that The City of Manhattan Beach Police Department has approved the traffic, parking and shuttle plan submitted by the Association of Volleyball Professionals (AVP). The Manhattan Beach Open Volleyball Tournament is scheduled for August 7-10, 2003.

A meeting was held on May 15th with the AVP staff and me to address the concerns relating to traffic congestion and parking issues relative to the event. A copy of the plan is attached for your review.

Please do not hesitate to contact me at (310) 802-5165 for any further information.

Sincerely,

ERNEST M. KLEVESAHL, JR. CHIEF OF POLICE

Andrew Harrod Traffic Sergeant

AH:cdg

c: Mr. Richard Gill

Director of Parks and Recreation

Attachment

COASTAL COMMISSION

 (916) 653-7733

May 15, 2003

ベビしたIVEL South Coast Region

MAY 1 9 2003

CALIFORNIA

Mr. Geoff Dolan, City Manager City of Manhattan Beach 1400 Highland Ave. Manhattan Beach, California 90266

Dear Mr. Dolan:

The Acting Director of the Department of Parks and Recreation received the enclosed letter from a concerned citizen, Mr. Harry Ford, of Manhattan Beach, as well as inquiries from the California Coastal Commission regarding the Department's position on the application for a Local Coastal Development Permit by the Association of Volleyball Professionals (AVP) for the 2003 Manhattan Beach Open.

The 1988 Operating Agreement between the City of Manhattan Beach and the Department requires that any rules and regulations adopted by the City for the management of the Department's properties "conform to and be consistent with the rules and regulations adopted by [the Department] and generally applicable to the state park system." Thus, it is the Department's position that the event should conform to the standard policies and procedures followed by the Department for an event of this size and scope.

Based on the materials submitted to the Commission, the Department has the following concerns and requests that the City address these issues prior to the finalization of the plans for this event:

- 1. Installation of Bleachers on the Pier: Any installation of bleachers on the Pier must meet the accessibility requirements of the Americans with Disabilities Act and must provide for continued public access to all normally accessible areas of the Pier. Installation of any equipment or development must not damage or otherwise degrade the Pier.
- 2. Public Parking Restrictions: It is standard Department practice to enforce parking restrictions in connection with a special event. However, no more than three-quarters of the available parking may be reserved, and, in high-use areas and/or during peak seasons (i.e., Memorial Day through Labor Day), it is standard to allow only one half of the parking lot to be reserved. Reserved parking generally is located at the rear of the parking lot, while general and disabled parking located near the main entrance of the park is maintained for use by the general public. COASTAL COMMISSIO

EXHIBIT#

A5-MNB-03-075

- 3. <u>Advertising</u>: It is Department policy that no permanent or temporary advertising for alcoholic beverages or tobacco be permitted on State Park property without prior written approval by the Department's director.
- 4. <u>Indemnity and Liability</u>: The Department must be indemnified and held harmless by the event sponsors. Furthermore, the event sponsors must provide \$1,000,000 in Commercial General Liability insurance under which the State of California, its officers, employees, and servants must be included as additional named insured.
- Agreement, Paragraph 5, Annual Report, "All income received and all expenditures made by the City in relation to concessions, special services, and all other matters incident to the development, maintenance, control, and operation for the State Beach Pier, adjacent parking lots, and comfort station . . . shall be deposited in a special fund and reported annually to the [Department] . . . all revenues received from lands subject to this agreement shall be expended only for the care, maintenance, operation, administration, improvement, or development of the subject [Department] property." Thus, any fees received by the City from AVP must be properly accounted and an amount proportional to the use of the Department facilities in relation to the use of the entire beach complex by AVP shall be allocated to the State Pier Fund. The accounting for the State Pier Fund must be reported to the Department by December 1, 2003.

Please provide notice to the Department of how these issues will be accommodated. If you have any questions, please contact me at (916) 653-7733 or churd@parks.ca.gov.

Sincerely,

John Shelton, Chief

Concessions and Reservations

Enclosure

cc: Chuck Posner, California Coastal Commission (w/o enclosure)
Lynn Atkinson, County of Los Angeles (w/enclosure)

Harry Ford, Manhattan Beach resident (w/o enclosure)

COASTAL COMMISSION AS-MNB-03-075

PAGE 2 OF 2

RECEIVED South Coast Region

DENNIS DUKE NOOR

250-35TH STREET

MAY 1 4 2003

COASTAL COMMISSION

HERMOSA BEACH, CA 90254

310-318-5425

Den duke@gte.net

Dear Coastal Commission,

Please accept the following as my support of the effort by many local residents to stop the commercialization of our precious beaches.

The AVP is trying to edge their way back onto the beach in a "larger than ever" effort that must be stopped.

Thank you for your time and consideration.

Our Im

Dennis Duke Noor

Hermosa Beach, CA

X I support the petition with 4,700 signatures that was presented to the Coastal Commission in 1997 – We the People of Manhattan Beach, being residents thereof,

COASTAL COMMISSION AS-MNB-03-075

EXHIBIT	#	10		
PAGE	1	OF	2	

declare our opposition to a) allowing paid admission to any events held on our beach, and b) the restricted access via parking.
X I do not support the \$100 paid seating (admission) for the AVP Beach Club (see flyer in the Observer or at http://www.avp.com/beachclub.asp) which entitles the purchaser to a) Best seat on the Beach for Saturday and Sunday, b) laminated credential for exclusive access, c) food and beverage and superb hospitality in the exclusive AVP Beach Club, d) rights to purchase valet parking, and e) priority for renewal.
X I do not support the \$500 paid sponsor 4 reserved courtside sand seats, 4 Clubhouse passes (Free food and drink), and other VIP exclusive use of seating and parking.
X I do not support the <u>Commercialization</u> of the State of Calif. <u>Pier</u> , and Pier parking lots, with <u>BLEACHERS</u> , Nissan or any other cars/trucks, sound systems, commercial advertising signs, and restrictions on use of the Pier and it's Plaza. <u>The Pier</u> , and Bike Path, and Strand should not be blocked in any way.
X I do support the Local Coastal Program ("LCP") policy for maximization of available parking for beach use, and only having those vehicles in the Pier Parking lots that are essential to the operation of any event (No VIP's). There should also be an effective traffic and parking control plan, with enforcement.
X I do support the required advertising of an <u>effective parking shuttle</u> for all events in the Coastal Zone over 1,500 persons (proposed LCP amendment of 3-97 - exempt the Holiday Fireworks, and Pier Lighting).
X I do support the more comprehensive proposed LCP amendment of 3-97 for temporary events, except for any paid seating, that requires for events over 1,500 persons a more comprehensive Application Requirements, Shuttle with advertising, Traffic plans, Required Findings, & better record keeping, to minimize the impact of these large events on the residential areas that surround Downtown Manhattan Beach.

Permit No.: A-5-MNB-03-075 My name: Martha Andreani My position: Opposed

May 12, 2003

Mr. Chuck Posner, Analyst California Coastal Commission Southern California Area Office 200 Oceangate, Suite 1000 Long Beach, CA 90802-4302

VIA FAX (562) 590-5084 (2 pages total) and U.S. Mail

Dear Mr. Posner:

Regretfully, I am unable to attend the California Coastal Commission hearing to be held on June 10, 2003. However, I wish to state my position as being in opposition to the Applicant's desire to charge fees for attending the Manhattan Beach Open Volleyball Tournament to be held on August 7-10, 2003.

It is unfair and outrageous that the Association of Volleyball Professionals (AVP) be permitted to charge fees of between \$100 and \$500 for "best seats on the beach, rights to purchase valet parking, food and beverage, and priority for renewal" for an activity being held on a public beach.

This event is a special event in the City of Manhattan Beach, always drawing thousands of visitors (and great volleyball players) to our beach community. It is definitely contrary to the benefit of going to a public beach to charge *any fee* for attending this event...or as the AVP is referring to it at their website...for attending "the most unforgettable beach party".

Membership in the AVP Beach Club is advertised at \$100. Space is limited. For \$500, one gets Reserved Sand Seating for 4, 4 clubhouse passes (free food and drink), and 4 guests to the Saturday Night Player Party. The group of 4 would also get 4 AVP logo Beach Chairs. Do the AVP and their sponsors think that sitting on beach chairs is not the same as sitting on the beach sand itself?!? Outrageous!

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EXHIBIT#	11	
PAGE	_OF_	2

Page 2 of 2

Permit No.: A-5-MNB-03-075 My name: Martha Andreani My position: Opposed

The AVP is advertising – not merely proposing – this expensive "beach party". The Appellants to this action by the AVP and its sponsors are correct in their action and are to be commended for challenging this action by the AVP.

It seems the City of Manhattan Beach may also be endorsing the AVP beach party by providing "preferred parking" to those who pay to attend the games. This preferred parking will remove most all of the public parking that is close to the beach and the pier. With construction underway at the "Metlox/Tolkin Project" just two blocks away, traffic and parking problems are already exaggerated in the city. The AVP should not be allowed to use remaining beach public parking for their paying guests, while non-paying guests would be shuttled by bus from over two miles away.

Thank you, Mr. Posner, for including my letter in the Commissioners material for their June 10th meeting. And thank you to the Commissioners for their careful consideration of the AVP action. Let's keep our beaches Open to the Public!

Sincerely,

Martha L. Andreani 117 – 10th Street

Manhattan Beach, CA 90266

Wartha I landreau

COASTAL COMMISSION

EXHIBIT # 11

PAGE 2 OF 2

May 15, 2003

South Coast Region

MAY 1 9 2003

CALIFORNIA

Mr. Charles Posier Califoria Coastal Commission 200 Oceangate, Suite 1000 Long Beach, CA 90802-4302

Re: Age ida Item No. A-5-MNB-03-075

To: Mr. Charles Posier

Ho worable Coastal Commissioners

This is to request clarification of the term "No Paid Seating".

If paying a membership fee of \$100. to assure "best seats

or the beach" is not 'paid seating', perhaps the term should be defined.

If paying \$500. to assure 4 AVP courtside sand seats is not 'Paid seating', then what is?

If I were to-- not having purchased reserved parking privileges--carried my own beach chair on a shuttle to bring me to the beach and then attempt to place it on the sand, would I be prohibited because courtside space had already been taken up by the \$500, provided beach chairs. If this is not considered 'paid seating', please determine what is.

'Paid seating'--'paid admission'--These are terms, which, from the perspective of \$100. and \$500. "member benefits" bring to question my understanding of an earlier Coastal Commission decision supporting no paid seating on Manhattan Beach.

I trust this will be addressed at the June 10-13 hearing.

Respectfully,

Esther Besbris.

Resident, Manhattan Beach

(with apologies for the recalcitrant lower case 'N')

COASTAL COMMISSION A5-MNB-03-075

EXHIBIT #____OF__/

Charles l'osner 200 Oceangate Ste 1000 Jong Beach, On 90802

PAGE___OF___ South Coast Region

MAY 1 9 2003

CALIFORNIA

Mr. Posmer - I am appalled to find that the City of Manhattan Beach's PUBLIC beach is being sald by the AVP seach Club for their annual fournement! \$100 to \$500 lung the "lest sents", rights to valid parking " and more. As a public heart fue to the public? or is it simply open to the public's highest bidder! Please register this as one un equivocal NO Le allowing The AVP Beach Club Lo Charge admission to our public beach. Sincerely Jewas Cipallar 1137 200 ST. HARHATIAN TEH. PA. 90266 **MASTAL COMMISSION** 5-MNB-03-075

South Coast Region
MAY 2 1 2003

CALIFORNIA

May 20, 2003

Mr. Charles Posner California Coastal Commission P.O. Box 1450 Long Beach, CA 90802-4416

RE: Commission Appeal No. A-5-MNB-03-075

Dear Mr. Posner.

The Manhattan Beach Chamber of Commerce supports the Manhattan Beach Open Volleyball Tournament. I have reviewed the traffic and parking plan for the event submitted by the AVP. It has been approved by the City of Manhattan Beach's police department and appears to more than adequately address any parking or traffic issues.

The Manhattan Beach Open is an important event for the businesses in Manhattan Beach. We appreciate the AVP's efforts to address parking and traffic issues and find ways to resolve them. Thank you for your assistance in making this event happen.

Debra A. Lauzon
Chairman of the Board

COASTAL COMMISS

EXHIBIT#	14
PAGE	_OF



BUSINESS & PROFESSIONAL ASSOCIATION

RECEIVEDSouth Coast Region

May 19, 2003

MAY 2 1 2003

Charles Posner California Coastal Commission PO Box 1450 Long Beach, CA 90802-4416 CALIFORNIA COASTAL COMMISSION

Dear Mr. Posner:

We have reviewed the proposed parking and shuttle plan submitted by the AVP for the Manhattan Beach Open. We feel confident that the plans will minimize traffic congestion in the Downtown area while providing easy access to the event for our residents and fans. This special event is very important to the Downtown businesses and merchants, bringing in thousands of dollars to our community over the weekend. Additionally, the TV exposure gives our Downtown invaluable exposure as a beautiful place to visit year round.

The Manhattan Beach Open is free to the public. The residents and businesses of Manhattan Beach take great pride in hosting this event. We appreciate the efforts of the AVP in working with all parties to address the parking and traffic issues.

Sincerely,

Carol Rowe

Executive Director

Downtown Manhattan Beach

Business & Professional Association

cc: Dave Williams

COASTAL COMMISSION





RESIDENTS FOR A QUALITY CITY

P.O. Box 1882 Manhattan Beach, CA 90267 Phone 310-546-2085 Fax 310-546-4965

April 3, 2003

Sent by First Class Mail to Staff and to Commissioners

RECEIVEDSouth Coast Region

APR 7 2003

CALIFORNIA COASTAL COMMISSION

Honorable Mike Reilly, Chairman
Honorable Members and Alternate
Members of the California
Coastal Commission
Peter Douglas, Executive Director
Charles Posner, Staff Analyst
California Coastal Commission
200 Oceangate, Suite 1000
Long Beach, CA 90802-4302

Re: Appeal No. A-5-MNB-03-075
Item Tu8b, Hearing Date: April 8, 2003
Appeal of Manhattan Beach Coastal
Development Permit approving August 7-10
AVP Volleyball Tournament

Dear Commissioners:

Since 1997 our local group of Manhattan Beach residents has actively opposed large-scale commercial events on the public beach. Such events, especially those that entail paid seating and are organized by for-profit corporations such as the Association of Volleyball Professionals (AVP), effectively deny, in our view, free and equal access to the coast.

Manhattan Beach State Beach is not a private beach. In fact, it, along with the pier and four pier parking lots, are owned by the state and managed by the City of Manhattan Beach under the condition that they shall be available only for public use. Neither the city's agreement with the state nor the Coastal Act contemplates that these precious coastal resources should be made available for commercial use at the expense of public use. Obviously, a relatively small private gathering on the beach will have little, if any, effect, on the public's ability to access the beach but, on the other hand, a large commercial event clearly restricts public access by displacing beach goers with commercial customers.

We agree with the staff report for the above referenced appeal that the appeal does raise a substantial issue regarding conformity of the project with the city's certified LCP and the public access policies of the Coastal Act. I, as well as a number of other local residents, objected to the city's approval of the local coastal development permit for the project

COASTAL COMMISSION P. 10 F (

EXHIBIT #______

Coastal Commission April 3, 2003 Page 2

at the city's February 4, 2003 city council meeting. Of particular concern are the following:

Paid Admission is Improperly Allowed.

Although, as discussed in the staff report (at p. 15), both the LCP and local coastal development permit prohibit paid admission, the AVP is, nevertheless, selling tickets to the event. The tickets, available on the web, include (1) for \$100 a seat, advertised as among the "best seats on the beach" (Staff Report, Exb. 9) and located in the bleachers (Staff Report, Exb. 6. p. 2) and (2) for \$500 "4 reserved courtside sand seats" (Staff Report, Exb. 7, p. 7).

The AVP's attempt at evading the prohibition on paid admission by characterizing the paid seating as "local sponsor packages" and membership in the "AVP Beach Club" is ridiculous. Further, the agreement between the city and AVP does not limit the number of sponsorship packages and Beach Club memberships that may be sold (see agreement at Exb. 6 of the Staff Report). Even if Beach Club Membership is limited to 638 seats, (as the AVP contends on page 2 of its letter, dated March 19, 2003, to the Coastal Commission) the sale of such memberships can hardly constitute anything but the sale of seating. And packaging a seat with a t-shirt (Staff Report, Exb. 9) hardly means that the seat is not, in fact, being sold.

The Proposed Bleachers on the Pier Clearly Hinder Public Access.

Even if the proposed bleacher seating on the pier extends only to the median of the pier as the AVP contends in its March 19, 2003 letter (at p. 1), such seating, proposed on a summer weekend when the pier is normally crowded, can, logically, have no effect other than to hinder access to the pier.

Contrary to the AVP's assertions (at p. 1 of its 3-19 letter) that the city has approved such pier seating at previous "events", the only such event occurred at last year's surf festival where perhaps a dozen or so seats were placed on the pier - not the 400 some seats contemplated for this year's AVP event. Also, a local coastal development permit was not issued for the surf festival event.

The City's Reservation of 141 of the 161 Parking Spaces Closest to the Pier for the Event will Unduly Restrict Public Access to the Beach.

Obviously, the event, which is expected to draw over CDASTAL COMMISSION P.Z. 73

Coastal Commission April 3, 2003 Page 3

6000 people on a mid-summer weekend, will oberburden the limited beach parking supply (Staff Report, p. 13). Although a shuttle service to a remote parking area is being provided, the courts, as well as the Coastal Commission, have consistently held that a shuttle service cannot entirely remedy a lack of beach parking.

The February 3, 1998 Coastal Commission approved LCP Amendment Request (Staff Report, p. 9) required the city to find, with respect to any temporary event on the beach, that,

"The event includes a parking plan which minimizes exclusive use of public parking spaces in the area located between the beach and Manhattan Avenue by allowing the exclusive use of public parking spaces only for those vehicles deemed essential to the operation of the event."

Although, the city declined to accept the Coastal Commission's suggested modifications to the Amendment Request and the Commission's action on the Amendment Request has lapsed (Staff Report, p. 9), the city has, nevertheless, heretofore limited to 45 the number of reserved public parking spaces closest to the pier. This year, however, the city has approved the reservation of 141 of such spaces - far in excess of those spaces deemed essential to the operation of the event. In fact, the AVP acknowledges needing only 71 such spaces for event operations (Staff Report, Exb. 6, p. 3) Obviously, the remaining 70 plus spaces are intended for paying custormers - not beach goers.

In summary, the proposed event clearly raises a substantial issue with respect to the city's certified LCP and the public access policies of the Coastal Act. The Manhattan Beach State Beach, as well as the pier and pier parking lots, are intended for public use on an equal access basis - not for crass commercialization. We urge the Commission to appropriately limit the proposed event in line with the purpose and intent of the Coastal Act.

Sincerely yours,

Bill Even

Bill Eisen COASTAL COMMIS

EXHIBIT # 16
PAGE 3 OF

Harry A. Ford, Jr. 54 Village Circle Manhattan Beach.

Manhattan Beach, California 90266-7222

Phone & Fax: (310-546-5117)

E-mail:

HarryFordManBch@aol.com

Harry A. Ford, Jr. - Fax

Phones	()	Date: April 7, 2003 – 11:30 a.m.				
Perc	(see above)	Pages: 3, Incl. this page (8 pages AVP/City of MB)				
Prom:	Harry Ford					
<u>002</u>	Matt Gage/Dave Wi	Miams, AVP via fax at 310-426-8010				
œ	Richard Gill/Eric Haaland, City of Manhattan Beach via fax at 310-802-5001					
Tot	Charles Posner, California Coastal Commission via fax at 582-590-5084					

Dear Chuck Posner.

After reading Matt Gage's letter of 3/19/03 that was received by the Coastal Commission on 3/27/03 (and by me on 4/5/03), and Dave Williams comments in the 4/4/03 Daily Breeze article I thought I would provide you some additional comments, questions, and suggestions for your consideration. Unless all the provisions are incorporated into the Agreement/CDP that are not binding and effective, and as noted before there are no enforcement provision (fines, penalties, etc.) in the Agreement/CDP, Items were noted from last year were the Agreement was not followed, and the Agreement for this year is essentially the same as last year, therefore any changes from last year are not binding and effective, or likely enforceable. The Agreement/CDP must have appropriate findings, etc. like the proposed 1997 LCP amendment.

- 1) AVP Beach Club: I guess I am still confused about the AVP Beach Club (no documentation?)?
 - a) I did an order on the AVP web site (see attached) for 2,000 Beach Club memberships to the <u>best seats on the beach (Sat. & Sun.)</u>, etc. to the Manhattan Beach Open, 2,000 for the Hermosa Beach, and 2,000 for Huntington Beach, for \$600,000. Unlike a Costco membership club (\$40 per year) or other clubs, this club appears to charge each time you show up? The Newsletter can be signed up on the AVP web site for free without joining the Beach Club. There is no limit in the Agreement/CDP on the number of VIP/Beach Club/Sponsor seats.
 - b) I did a search of the CA Secretary of State records and did not see any listing for the AVP Beach Club? That organization is not listed as a legal entity in the Agreement/CDP. Richard Gill, does the City have in their files any due diligence on this organization like the CA secretary of state records, bylaws, and filings (annual statements, DBA, fictitious business name filing per California Corporations, and Business and Professional Codes Alcohol on Beach (prohibited per code and not prohibited per Agreement/CDPand VIP's?), a business license required by Title 12 (etc. Will follow up with a request for public records on all business licenses for event later)? A quick search of the internet for California clubs finds none that I found that charge \$100 per event, and most are free or minimal costs with free newsletters, unless they are a health club with dues like \$300 per year and real overhead.

South Coast Region

APR 9 2003 COASTAL COMMISS!

CALIFORNIA

EXHIBIT # 17

4/8/03 Appeal of AVP Manhattan Beach Open to Coastal Comm. Page 2 April 7, 2003

- c) The AVP Beach Club, along with the VIP program and sponsor program are inconsistent with the Coastal Act policies as noted with the recent approval of the Metlox parking garage, which clearly noted that the parking spaces must be <u>first come-first served</u>. <u>Shuttle cost per Code?</u>
- d) The issue of <u>clubs</u> reserving and restricting beach access is not addressed in the LCP. If this club is allowed to reserve parts of the beach for exclusive access and then charge admission, then what precedent is being set for other clubs reserving say for instance the 15th St. Volleyball courts for the summer and charging \$500 to be a part of the 15th Street volleyball club, and get a newsletter. Also, what about the various groups (profit or nonprofit?) that restrict parts of the beach for weeks for summer camps (Kanola, Hammerhead,etc), with their very nolsy bull homs, and set up fences and tents to restrict access to their parts of the beach?
- 2) Sponsor reserved courtside sand seats for \$500: Matt Gage's letter does not address the \$500 for 4 reserved courtside sand seats, which again is paid admission that is not on a first come-first served basis to the public. The Site plan does not show the reserve courtside sand seats, nor is there any disclosure of the number of reserved sand seats (last year or this; not in Agreement).
- 3) <u>Bleachers:</u> As I recall there were some bleachers between the searchlights for the surf festival, but nothing of the scope proposed by the AVP/City. In addition, as I recall there were bleachers on the sand for the surf festival. Why doesn't the Surf festival need a CDP, especially with the many issues with the six-person volleyball tournament (refer to documentation provided). Perhaps the City can provide the site layouts (bleachers) for the various surf festival events, including how many parking lots are closed, and how many temporary Parks and Rec. parking passes are issued. As I recall the surf festival was approved by staff, not by the City Council at a hearing?
- 4) Noise: I read an article that the new Carson Stadium had a play list for songs, etc. As I recall, this used to be part of the AVP agreement. In addition, in the past there had been issues with offensive comments from the PA announcers, all of which should be covered in the Agreement/CDP.
- 5) Shuttle/Cost. \$10max): There is no map for the VIP shuttle (valet)showing drop-off and location. For both shuttles there is no requirement to keep records, or for handicap access (on Pier). Also the map in the Staff report shows the FAA building on the NE corner of Marine and Aviation. The new map does not show the capacity of parking, an agreement, and TRW is now Northrup Grumman.
- 6) <u>Kid/Family Friendly</u>; Music play list, and PA announcer instructions as in past? Bud Light and Jose Cuervo, and Hustler Casino ad in last years Easy Reader supplement?
- 7) <u>City/Williams comments on addressing issues with the City?</u>: Attached is documentation on the request for public records (no permits) and a police report from last year. How were these addressed? Agreement is basically the same as last year, and City did not have documentation. AVP is required to get all City permits????? State Pier permits??? County permits???
- 8) Notification of Appeal: I have forwarded the City (Eric Haaland) and the AVP (Matt Gage) a copy of the appeal in accordance with the instructions. Eric Indicated he received his. I double checked my mailing label for Matt Gage/AVP. My appeal forms should have been received by the AVP prior to March 1, 2003 (mailed 2/27/03 six days after filing). The City of Manhattan Beach files that I reviewed for the public hearing were certainly not "extensive and detailed" in their planning and documentation for last year's, or this year's event.

Harry Ford

COASTAL COMMISSION

EXHIBIT # 17

PAGE 2 OF 3

We the People of Municipal being residents thereof, declare our opposition total allowing paid admission to any events held on our beach ever, and;b) the restricted access via parking. Furthermore, we direct our governing officials to reached any support given to allowing access fees for beach events to the California Coastal Commission in writing as soon as possible.
NAME CAMAGUE D. HAUSER UST PHONE & IF WILLING TO VOLUNTEER ADDRESS 629 MARINE AVE. PHONE# NO CITY OR ZIP REQUIRED SIGNATURE DIVINEY
NAME TO PERSONAL LIST PHONE & IF WILLING TO VOLUNTEER ADDRESS 3500 Equin-10 PHONE# 510 545-1370 NO CITY OR ZIP REQUIRED . SIGNATURE Faifer Plantages
NAME JUSO OF SE LIST PHONE : IF WILLING TO VOLUNTEER ADDRESS 1525 5H St PHONE# 3:0-3:12-5458 NO CITY OR ZIP REQUIRED SIGNATURE
NAME CHALLE STEWART LIST PHONE & IF WILLING TO VOLUNTEER ADDRESS 622 POSECUAS AND PHONE# 310 SY'S 2367 NO CITY OR ZIP REQUIRED SIGNATURE COSTONIAL STEWART STEWART SIGNATURE COSTONIAL STEWART SIGNATURE STEWART S
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NAME SCOTT BECUSE UST PHONE . IF WILLING TO VOLUNTEER ADDRESS 434 OCHN DY- PHONE# 310: 546-7847

SAVE BEACH ACCESS, KEEP BEACH ACCESS FREE...
FOREVER, NO CHARGING ACCESS TO THE BEACH!

NO CITY OR ZIP REQUIRED

NAME FLYT. POLICEL ... UST PHONE : IF WILLING TO VOLUNTEER

This petition was circulated and submitted with approx 4,700... # 170 COASTAL COMMISSION PAGE OF THE SIGNATURES EXHIBIT 10

PAGE 3 OF 3







2001 Manhatlan Beach Open

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