

DRAFT RESOLUTION NO. 26-0026

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A COASTAL DEVELOPMENT PERMIT AND TEMPORARY USE PERMITS FOR THE 2026 THROUGH 2031 MANHATTAN BEACH OPEN ON PROPERTY LOCATED ON THE BEACH ON THE SOUTH SIDE OF THE MANHATTAN BEACH PIER, AND ADJACENT PARKING LOTS, AND ADOPTING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Association of Volleyball Professionals, LLC, a Limited Liability Company DBA AVP (“Operator”), in conjunction with the Manhattan Beach Parks & Recreation Department, has applied for a Coastal Development Permit (“Permit” or “PE-26-00261/CDP-26-00161”) and Temporary Use Permits to allow temporary spectator bleachers, a VIP platform with alcohol service, and related structures, to host the 2026 through 2031 Manhattan Beach Open (“MBO”) volleyball tournament (“tournament” or “event”) adjacent to the Manhattan Beach Pier. The event includes stadium/bleacher seating and similar temporary structures located on the beach, and a portion of the South Lower Pier Parking Lot and abutting the Marvin Braude Bike Trail. The Operator is also seeking permission to charge an admission fee for a certain percentage (below 75%) of the stadium seating.

SECTION 2. The temporary activity is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 15304(e) (Minor Alterations to Land), 15311(c) (Accessory Structures) and 15323 (Normal Operation of Facilities for Public Gatherings) of the State CEQA Guidelines. The project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

SECTION 3. On March 17, 2026, the City Council conducted a duly noticed public hearing to consider the permits, at which time it received oral and written testimony.

SECTION 4. Based upon substantial evidence in the record, and pursuant to Section A.96.150 of the Manhattan Beach Local Coastal Program (“MBLCP”), the City Council hereby finds:

- (A) That the project, as described in the Permit application and accompanying material, or as modified by any conditions of approval, conforms with the certified MBLCP for the following reason:

The proposed temporary use, inclusive of spectator bleachers, a VIP platform with alcohol service, and accessory structures, for six occurrences of the MBO, is proposed on a site located in the City’s Open Space (OS) zoning district, which allows temporary uses and sporting events where more than 75% of the total seating is available free of charge including admission fees and memberships, for general public use, as is the case with the event.

The proposed activity is also consistent with the General Plan’s Open Space

land use designation for the subject property. The General Plan encourages “a park, recreation, and open space system” that provides “a variety of recreational opportunities accessible to all residents and meets the needs of all residents.” The proposed event is part of the recreational diversity located in the City’s Open Space district that helps create a dynamic and interesting recreational opportunity for the community and its visitors.

- (B) The project is located between the first public road and the sea and is in conformity with the public access and recreation policies of Chapter 3 of the Coastal Act of 1976) for the reasons described below:

The project is consistent with policies I.A.1 – I.A.3 of the MBLCP regarding accessways, traffic flow, parking, and pedestrian access, as follows:

- i. The structures shall not obstruct accessways within the coastal zone. While they will occupy a portion of the beach, access from The Strand, Marvin Braude Bike Trail, and Manhattan Beach Pier to the coastline and surrounding beach area shall remain available.
- ii. Any displacement of normal views or use of the space shall be temporary for the period allowed by the proposed permit.
- iii. Installation and use of the bleachers and related structures shall be subject to the restrictions (timing, shuttle, signs, trash, etc.) of the City’s tournament agreement with the tournament operator.
- iv. The temporary event shall encourage coastal access by a broad segment of the public due to national marketing, and free parking and free shuttle service available to all beach users.

SECTION 5. Based upon the evidence presented at the public hearing, and pursuant to Section A.84.110 of the MBLCP, the City Council hereby finds that the event, as conditioned herein, meets the following required findings for a Temporary Use Permit:

1. *That the proposed temporary use will be located, operated and maintained in a manner consistent with the policies of the General Plan and the provisions of Title A of the LCP.*
 - i. The proposed temporary use, inclusive of spectator bleachers, a VIP platform with alcohol service, and accessory structures for six occurrences of the MBO Volleyball Tournament, is proposed on a site located in the City’s Open Space (OS) zoning district, which allows temporary uses and sporting events where more than 75% of the total seating is available free of charge including admission fees and memberships, for general public use, as is the case with MBO.
 - ii. The proposed activity is also consistent with the General Plan’s Open Space land use designation for the subject property. The General Plan encourages “a park, recreation, and open space system” that provides “a variety of recreational opportunities accessible to all residents and meets

the needs of all residents.” The proposed MBO is part of the recreational diversity located in the City’s Open Space district that helps create a dynamic and interesting recreational opportunity for the community and its visitors.

2. *That approval of the application will not be detrimental to property or improvements in the surrounding area or to the public health, safety or general welfare.*

- i. The MBO will enhance the recreational and entertainment services provided to residents and visitors of Manhattan Beach. The proposed temporary use is a conditionally permitted temporary use and is fully contained within the event space located in the Open Space zoning district. Furthermore, the temporary event is required to obtain all applicable approvals from the City’s Building and Safety Division and Los Angeles County in advance of the scheduled MBO dates. Therefore, the temporary event will not be detrimental to the public health, safety or welfare of persons working on the site or in or adjacent to the neighborhood of such use, and will not be detrimental to properties or improvements in the vicinity or to the general welfare of the City.

SECTION 6. Based upon the foregoing, the City Council hereby approves the Coastal Development Permit and Temporary Use Permits for temporary bleachers, VIP platforms with alcohol service, and related structures, for the MBO Volleyball Tournament during the period of Thursday, Friday, Saturday, and Sunday, during the annual tournaments for a period of six years, subject to the conditions listed below. The Permit will be implemented in conformance with all provisions and policies of the Manhattan Beach Local Coastal Program and all applicable development regulations of the LCP - Implementation Program.

1. The event shall be in substantial conformance with the plan submitted to, and approved by the City Council for the 2026 through 2031 MBO, on March 17, 2026.
2. The Operator shall conform to all terms and provisions of that certain agreement between the City and the Operator, dated March 17, 2026, including any successor agreements.
3. The Operator shall provide access to the Community Development Department, and other responsible agency staff to inspect the site and the development during construction.
4. The Operator shall comply with all provisions and policies of the MBLCP and all applicable development regulations of the MBLCP Implementation Plan.
5. Indemnity, Duty to Defend and Obligation to Pay Judgments and Defense Costs, Including Attorneys’ Fees, Incurred by the City. The operator and owner (operator/owner) shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, volunteers, agents, and those City agents serving as independent contractors in the role of City officials

(collectively "Indemnitees") from and against any claims, damages, actions, causes of actions, lawsuits, suits, proceedings, losses, judgments, costs, and expenses (including, without limitation, attorneys' fees or court costs) in any manner arising out of or incident to this approval, related entitlements, or the City's environmental review thereof. The operator/owner shall pay and satisfy any judgment, award or decree that may be rendered against City or the other Indemnitees in any such suit, action, or other legal proceeding. The City shall promptly notify the operator/owner of any claim, action, or proceeding and the City shall reasonably cooperate in the defense. If the City fails to promptly notify the operator/owner of any claim, action, or proceeding, or if the City fails to reasonably cooperate in the defense, the operator/owner shall not thereafter be responsible to defend, indemnify, or hold harmless the City or the Indemnitees. The City shall have the right to select counsel of its choice. The operator/owner shall reimburse the City, and the other Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Nothing in this Section shall be construed to require the operator/owner to indemnify Indemnitees for any Claim arising from the sole negligence or willful misconduct of the Indemnitees. In the event such a legal action is filed challenging the City's determinations herein or the issuance of the approval, the City shall estimate its expenses for the litigation. The operator/owner shall deposit said amount with the City or enter into an agreement with the City to pay such expenses as they become due.

6. All structures associated with the event shall be limited to 41.5 feet in height, as measured from the beach sand adjacent to the structure.
7. The general public shall be provided with free public access to viewing and seating areas within the event area. If any admission is charged for any seating or access, the Operator shall post clearly legible signs to designate at least 75% of the total seating capacity at each court (including bleachers, sand areas and viewing platforms/risers surrounding each court) that is reserved for the general public for free on a first-come, first-served basis. The signs, at least two square feet in area shall state "Free Admission Area." The remaining 25% (or less) of the total seating capacity at each court (including bleachers, sand areas and viewing platforms/risers surrounding each court) may be paid seating or reserved for preferred VIP seating and/or access. The Operator is permitted to collect fees to access the preferred seating areas. On Saturday and Sunday of the tournament, the Operator shall count and record the number of VIPs within the event area and shall provide the City and the Coastal Commission with the data within one month of the end of the tournament.
8. The Operator shall implement a Traffic and Parking Management Plan, subject to City review and approval. At a minimum, the Plan shall include: free remote parking; free beach shuttle bus service; and maintenance of existing handicapped parking spaces. The Plan shall include a requirement that all existing ADA accessible parking spaces in the upper pier parking lots, the 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 Operator or the event shall not reserve or occupy any ADA accessible parking spaces unless such vehicle displays a valid ADA placard.

9. The Operator shall obtain all required permits for alcohol sales and service from the State of California Department of Alcoholic Beverage Control (ABC) and abide by the applicable conditions.
10. Commencing on the Sunday prior to the tournament and continuing through the Wednesday following the tournament, the City will allow the Operator the exclusive use of the two lower pier parking lots located at the base of the pier (71 stalls, not including accessible stalls). Operator personnel, employees, agents, contractors and subcontractors shall not use any other City parking lots in the vicinity of the Pier, except the spaces identified in Condition 11 in conformance with the restrictions therein.
11. Commencing on the Wednesday prior to the tournament, and continuing through the Sunday of the tournament, the City will allow the Operator the exclusive use of 14 parking spaces in the south portion of the upper south pier parking lot. The remaining parking spaces within the upper pier parking lots shall be reserved for the general public on a first-come, first-served basis. The Operator's personnel, officials, officers, employees, agents, contractors and subcontractors shall not use any other City parking lots in the vicinity of the Pier, except the parking lots identified in Condition 10 in conformance with the restrictions therein.
12. On Saturday and Sunday of the tournament, the Operator shall provide free remote parking supply at the lower, easterly City-owned parking lot adjacent to the Manhattan Village Shopping Center, or similar parking lot for the general public (i.e., beachgoers, event spectators and the Operator's guests). The Operator shall monitor and record the number of persons and cars using the remote parking lot on each day and provide the City and the Coastal Commission with the data within one month of the end of the tournament.
13. On Saturday and Sunday of the tournament, the Operator shall provide a free shuttle bus service to transport people (i.e., beachgoers, event spectators and the Operator's guests) between the remote parking lot and the downtown drop-off point on Valley Drive (adjacent to Von's Supermarket). At least two shuttle buses, each holding at least 50 persons, shall run continuously between the drop-off point and the remote parking lot each day between the hours of 7:00 a.m. to 7:00 p.m. One or both of the shuttle buses shall accommodate wheelchairs and handicapped persons. The "headway" time between shuttle service pick-ups shall be not more than 15 minutes.
14. Commencing on Tuesday prior to the tournament, the Operator 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. All signage shall be retrieved and properly removed on Monday following the tournament.

15. Commencing on Tuesday prior to the tournament, the Operator shall provide no fewer than eight radio announcements and three newspaper advertisements within the Los Angeles County area informing the public of the shuttle service. These stations shall represent all diverse ethnic and cultural Los Angeles radio markets and shall include Spanish language, youth and news stations. The Operator shall provide copies of each print advertisement to the City and the Coastal Commission within one month of the end of the tournament.
16. The event shall not interfere with the public's access to and use of the pier. Pedestrian access to and from the pier shall remain open and unobstructed at all times. A safe level pathway with a minimum clear width of four feet shall be maintained between the pier and any bleacher or other obstructions. No vehicles (except for emergency vehicles) shall be located on the pier. The Operator shall monitor the pier in order to prevent any unpermitted encroachments by event sponsors and vendors.
17. The event shall not interfere with the public's use of the Marvin Braude Bike Trail and The Strand. The Marvin Braude Bike Trail and The Strand shall remain open and unobstructed. Temporary re-routing of the bike path during bleacher/platform construction shall be in compliance with the requirements of Los Angeles County, and be addressed in the parking and traffic management plan. No fences, vehicles, materials or structures shall otherwise be parked or placed on the Marvin Braude Bike Trail or The Strand. The Operator shall monitor the Marvin Braude Bike Trail and The Strand in order to prevent any encroachments by event sponsors and vendors.
18. The event, and all associated development, shall not encroach any closer to the shoreline than 50 feet, measured from the highest water mark.
19. Beer, wine, and limited alcohol service, and consumption, shall be limited to the VIP platform areas subject to all applicable requirements of the State of California, and County of Los Angeles. Such service and consumption shall only occur between 9:00 a.m. and 9:00 p.m. on Thursday, Friday, Saturday and Sunday, subject to authorization by ABC, throughout the approved tournament dates.
20. By acceptance of this Coastal Development Permit, the Operator agrees to remove and legally dispose of all trash, waste, oil, grease, and other materials that may be deposited on-site incidental to the volleyball tournament, associated activities, and the general public's use of the event site, pier and adjacent parking facilities. Such clean-up and disposal shall be completed at the end of each day's activities.

SECTION 7. The entitlements conferred by this Resolution shall become effective when all time limits for appeal as set forth in Manhattan Beach Municipal Code Section 10.100.030, and MBLCP Section A.96.160 have expired; and, following the subsequent

Coastal Commission appeal period (if applicable), which is 10 working days following notification of final local action. This Resolution upon its effectiveness constitutes the Coastal Development Permit for the 2026 through 2031 MBO volleyball tournaments, that conforms to the description and conditions provided herein.

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

ADOPTED on March 17, 2026.

AYES:
NOES:
ABSENT:
ABSTAIN:

DAVID LESSER
Mayor

ATTEST:

LIZA TAMURA
City Clerk